

# CURREY

## & COMPANY

### **TERMS & CONDITIONS OF SALE**

Currey & Company reserves the right to change, modify or alter this agreement at anytime without prior notice.

### **ACCEPTANCE OF ORDERS**

Your order is accepted at such time the order is processed by Currey & Company, Inc. Your order is deemed to be entered correctly and our terms and conditions are considered accepted unless you notify us within 24 hours from the date you submit your order. We accept written orders via:

Email [orders@curreyco.com](mailto:orders@curreyco.com)

Website [www.curreyco.com](http://www.curreyco.com)

Fax 678.533.1490

### **BACKORDERS**

Additions to backorders will not be honored.

### **PRICING**

Prices are RETAIL, F.O.B. Atlanta, Georgia and are subject to change without notice.

### **CREDIT/PAYMENT**

Net 30 day terms are extended to open account customers upon credit approval by the Company.

To apply for credit please provide five credit references, F.I.D. # and state sales tax exemption certificate.

We will accept prepaid orders. C.O.D. orders are not accepted.

Invoices are past due after 30 days & are subject to a service charge of 1.0% per month from invoice date.

Returned checks are subject to a \$30.00 service charge.

### **CANCELLATION / MODIFICATION**

Orders cannot be canceled or modified after they have been entered into production.

### **MERCHANDISE CHARACTERISTICS**

Due to the hand-crafted nature of many of the unique products sold by Currey & Company it is normal for dimensions, color and finish to vary from item to item. Wood splits, rubbed paint and an "aged or worn" look are inherent characteristics and are considered part of the charm and desirability of the merchandise. Currey & Company reserves the right to revise the design or construction any item from what is shown in the catalog.

### **SHIPPING**

All shipments will be shipped freight prepaid and charges will be added to invoice.

Drop ship available for a \$20.00 upcharge per shipment.

Unless your purchase order is noted "Ship Complete" we will ship your order as product becomes available.

International shipments will automatically be held to ship complete unless otherwise requested.

Ship dates quoted by your sales representative or Currey & Company staff is an estimate only. We will always do our best to provide you with the most up to date and accurate information.

### **DAMAGE / SHORTAGE**

Currey & Company carefully inspects and packs your order before consigning to freight company.

Notify your carrier immediately to report any damage or shortage.

Notify Currey & Company immediately to report any damage or shortage. We will not be liable for damages reported after five business days. Freight damage must be noted on the delivery receipt. Failure to notate such damage will result in your loss. Releasing the delivery driver and signing delivery receipt "Subject to inspection", may result in your loss. Inspect all deliveries with the delivery driver present.

If such a loss or damage does occur, save the carton and packing material.

Photographs will be required to validate a damage claim and determine best course of action to resolve issue.

### **RETURNS**

All returns must be authorized in writing and in advance by the Company. Unauthorized returns will not be accepted.

Returns are authorized through our corporate office. Please contact your Account Executive for assistance.

Merchandise claimed to be defective may be inspected by our sales representative in your territory and a local repair authorized if we choose. If it is not cost effective to inspect or repair locally, a replacement will be offered.

Merchandise authorized to be returned that is not defective will be charged to a 25% restocking charge.

It is the purchaser's responsibility to properly package merchandise authorized for return. Returns are not authorized for product shipments over six months old, product that has been installed, product not in original packaging and product that has been discontinued or sold at a discount.

### INSTALLATION

Currey & Company is not responsible for damages caused during or due to improper installation. If you have questions concerning the installation of permanent fixtures, please contact a local licensed electrician. Never install damaged merchandise. Currey & Company will not be responsible for damages reported after installation.

### LIMITED WARRANTY

Currey & Company warrants its products for one year against defects in materials and workmanship.

### Underwriter's Laboratory Certification, UL

Currey & Company lighting products are designed and engineered to meet the rigid safety standards established by Underwriter's Laboratory and bear the UL/CUL label (E141302 or E163523 for the United States and Canada).

### European Certification, CE

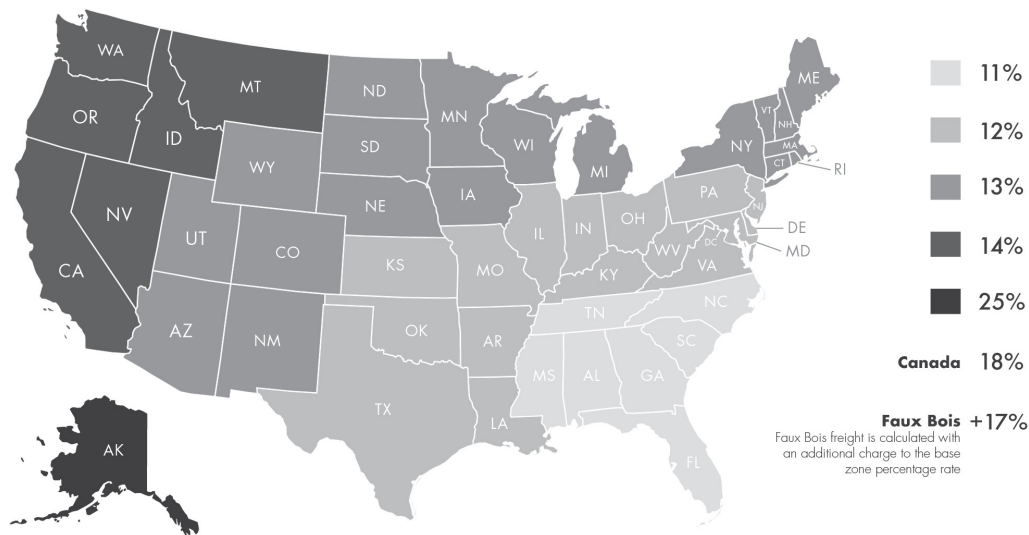
Currey & Company lighting products can be manufactured to meet European standards. Please contact our customer service department to determine additional charges.

### COPYRIGHT © 2015 ALL RIGHTS RESERVED

Our product designs are protected under the laws of the United States of America including the United States Copyright Act. Any infringement will be vigorously prosecuted.

Reproduction of any images, either electronic or printed, is strictly prohibited without written authorization of an Officer of the Corporation.

### SHIPPING RATES



- Freight is calculated based on the "ship to" address
- Sale/Discontinued product freight charges will be calculated based on non-discounted Stocking Dealer Prices
- Expedited and/or additional freight services will result in upcharge(s) in addition to the base rate
- Currey reserves the right to select carrier of choice. Customers do have the right to ship third party with carrier of their choice.
- Freight rates for all other destinations must be determined with a freight quote

## **CUSTOM UPHOLSTERY GUIDELINES**

### **ACCEPTANCE OF ORDERS**

Custom orders will not go into production until the following criteria are met:

50% deposit is received by Currey & Company.

An order template is completely filled out and returned to Currey & Company.

C.O.M. or C.O.L. is received at our production facility.

*C.O.M. AND C.O.L. shipping labels, instructions and custom order templates will be mailed to the customer after receipt of the sales order at Currey & Company.*

Upon receipt of the deposit, custom order template and C.O.M every custom order will be acknowledged via fax and email.

It is the customer's responsibility to carefully review the acknowledgement and notify Currey & Company immediately of any errors or clarifications.

Once production has begun, orders may not be changed, cancelled or returned.

### **FABRIC AND LEATHER OPTIONS**

Fabric and Leather memo swatches are available for mailing upon customer request.

Fabrics are stocked at the production facility. Leathers are part of a hide program. If a specific fabric or leather will cause a delay, Currey & Company will notify the customer via fax and email of the delay and give them the opportunity to reselect.

Swatches for Dyelot approval are *not* being offered at this time.

### **PRICING DETAIL INSTRUCTIONS**

Frames may only be finished in a single color.

Multiple fabric combinations are priced at the highest grade of fabric used.

Fabric and leather combinations are priced in the highest grade of the leather used.

Any item trimmed with welting *\*must\** have welting, no substitutions for nailheads or top-stitching.

Fabric contrast welts are available, priced at the highest grade of fabric used on the piece.

Leather contrast welts are available, the entire piece is priced as if in the highest grade of leather used.

Any item trimmed with nailheads *\*must\** have nailheads, but the color of nails may be changed.

### **SHIPPING**

All upholstery ships within 90 days once the order goes into production.

F.O.B. point is High Point, NC. Delivery is via furniture LTL carriers. Delivery quotes shall be provided upon request. Custom Upholstery ships freight free, excluding our stocking bench program.

### **E-COMMERCE**

Retailers wishing to market Currey & Company product through an e-commerce channel, must submit a request in writing for approval. The marketing of our product without prior approval is prohibited and a violation of The Digital Millennium Copyright Act (DMCA). Each request must include the associated domain(s) through which our product is to be marketed. If the website is not live, we will require a link to a staging site for review. Currey & Company prohibits the marketing of its product through any unapproved third-party site.

## **INTERNET MINIMUM ADVERTISING (IMAP) POLICY**

Currey & Company ("Currey") has adopted this Policy applicable to all Currey & Company customers effective December 15, 2013 with respect to the customers' advertising over the Internet of products supplied by Currey.

1. Each Currey customer remains free to establish its own resale prices. However, a customer may not (a) advertise or otherwise promote Currey products over the Internet at a net price (final price paid net of any discounts, coupons, promotions) that is less than the Internet Minimum Advertised Price (IMAP) established by Currey or (b) sell Currey product to any other person who advertises or otherwise promotes Currey products over the Internet at a net price less than the IMAP established by Currey.

### **IMAP is equal to Currey Retail List Price**

**Example: \$100.00 = Retail Price per Currey Price list  
\$100.00 = IMAP Price**

2. If a customer violates this IMAP policy, Currey will request the customer to cease advertising or promoting products on the Internet in violation of IMAP policy. Failure to comply with our requests will result in Currey ceasing to accept from and/or ship orders for said customer.

3. In executing this policy, Currey will act at all times unilaterally, and will neither solicit, consider nor agree to any recommendation, request or demand of any other person. All matters of interpretation and application of the terms of this policy and all matters concerning enforcement of this policy shall remain with the sole, unilateral authority of Currey.

Each Currey customer is free to decide independently whether or not to follow this policy. Currey neither seeks, nor will accept, any assurance of compliance or agreement from a customer regarding this policy. Nor will Currey discuss any conditions of acceptance related to this policy. No one is, has been or will be authorized to modify or alter this policy, or to bind Currey to any action inconsistent with its terms.

Currey IMAP administrator can be reached directly at [ImapAdmin@curreyco.com](mailto:ImapAdmin@curreyco.com).