

1230 Reid Street, Richmond Hill, ON, Canada, L4B 1C4
T 905 731 9300 F 905 731 9878 TF 800 413 4440

www.palmierifurniture.com

GENERAL

The following Terms and Conditions of Quote and Sale shall apply to any sale of goods and services by Palmieri Furniture Limited (hereinafter called "Palmieri"). Purchaser shall be deemed to have full knowledge of the terms and conditions herein and such terms and conditions shall be binding if either the goods and services referred to herein are delivered to and accepted by Purchaser, or if Purchaser does not within five (5) days from the date hereof deliver to Palmieri written objection to said terms and conditions or any part thereof.

In the event of any conflict or inconsistency between the terms and conditions of sale herein and the terms and conditions contained in Purchaser's order or in any other form issued by Purchaser, whether or not any such form has been acknowledged or accepted by Palmieri, Palmieri's terms and conditions herein shall prevail. No waiver, alteration or modification of these terms and conditions shall be binding upon Palmieri unless made in writing and signed by a duly authorized representative of Palmieri.

1. QUOTATIONS / PRODUCT QUOTED

Unless otherwise stated, **Palmieri's quotations shall be null and void unless accepted by Purchaser within thirty (30) days from the date of quotation.** Quotes may be subject to change before order placement, due to increased material costs and or other factors that could impact the final cost of production and our final understanding of the product required. If the items quoted do not reflect the intended product requirements of the customer, Palmieri will not be held responsible for increased costs for those product changes. We reserve the right to edit or re-quote any portion of a previously submitted quotation subject to our final understanding of the product required by the client.

2. PALMIERI DRAWINGS

Palmieri provides drawings for Custom & Standard product we produce to our clients upon request. We consider these drawings to be Private and Confidential and are provided for the sole purpose and use of our clients to understand the product we are providing. The use of these confidential materials is limited to the transaction between the parties and at no point are these confidential materials to be sent to any of our competitors or parties quoting for the same purpose.

A minimum \$85.00 NET Engineering Administrative Fee will apply for Custom Product Drawings

(Note: The first set of Custom product drawings will be free of charge)

A minimum \$120.00 NET Engineering Administrative Fee will apply for all Standard Product Drawings

3. TERMS OF PAYMENT

For authorized customers; Orders at a \$75,000.00 threshold will require a mandatory 25% deposit. Orders over and above \$100,000.00 requires a mandatory (25%) deposit at time of order, a mandatory (25%) deposit prior to product shipment and the balance to be paid within thirty (30) days of date of shipment. Payment not be made to Palmieri when due, Palmieri reserves the right to charge Purchaser with interest on such overdue payments. Interest of 2% per month (24% per annum) is charged on all overdue accounts, unless otherwise specified. The charging of such interest shall not be construed as obligating Palmieri to grant any extension of time in the terms of payment. All goods remain the property of Palmieri until balance is paid in full to Palmieri.

4. TITLE

Title to the goods or any part thereof shall not pass from Palmieri to Purchaser until all payments due hereunder have been duly made, except as otherwise expressly stipulated herein. The goods shall be and remain personal or moveable property, notwithstanding their mode of attachment to realty or other property. If default is made in any of the payments herein, Purchaser agrees that Palmieri may retain all payments which have been made on account of the purchase price as liquidated damages, and Palmieri shall be free to enter the premises where the goods may be located and remove them as Palmieri's property, without prejudice to Palmieri's right to recover any further expenses or damages Palmieri may suffer by reason of such nonpayment.

5. TAXES

Prices do not include Goods & Services Tax, Provincial or Municipal sales, use, value-added or similar tax. All applicable taxes are extra. Our Harmonized Sales Tax (HST) registration number is R104055066.

6. THE AGREEMENT

An acceptance and official confirmation of Purchasers' order by signing Palmieri's Order Confirmation the Purchaser therefore is accepting terms and conditions as expressed herein Palmieri's Terms and Conditions of Quote and Sale by Palmieri and shall constitute the complete agreement, subject to the terms and conditions of sale herein set forth, and shall supersede all previous quotations, orders or agreements.

7. LEAD TIME / DELIVERY / DELAYS

Lead time is determined only when final material/finish selection and drawing approvals are received by Palmieri from the client. The accuracy of Palmieri's lead times, is created to the best of our ability with the information provided to us. Confirmed lead time is conveyed to the client by means of Order Confirmation. They do not preclude the client from checking the accuracy of your requirement and our Order Confirmation. Any

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noted discrepancies are to be reported immediately to Palmieri Customer Service Department for correction and re-issue of revised Order Confirmation. By signing and dating the Order Confirmation the client accepts the terms and conditions of quote and sale. Lead time on our Order Confirmation do not account for delays that could potentially occur for special materials specified by the client that are outside of our standard finishes and materials program that are out of our control and will affect the lead time on the order. Palmieri will notify the client immediately when these delays occur and adjust the lead time accordingly.

Delivery schedules are approximate and are based on prevailing market conditions applicable respectively at the time of Palmieri's quotation and Palmieri's acceptance of clients' order, if certain portions of an order are completed by the quoted lead time while other portions have experienced delays outside of our control. The client may choose to part ship the order at their discretion and expense. Otherwise the entire order will ship with the delayed portion at a later date. Palmieri may extend delivery schedules or may, at its option, cancel Purchaser's order in full or in part without liability other than to return any deposit or prepayment which is unearned by reason of the cancellation.

8. CHANGES AND CANCELLATION

Orders accepted by Palmieri are not subject to changes or cancellation by Purchaser without the written consent of Palmieri. In such cases where Palmieri authorizes changes or cancellation, Palmieri reserves the right to charge the Purchaser with reasonable costs based upon expenses already incurred and commitments made by Palmieri, including, without limitation, any labour done, material purchased and also including Supplier's usual overhead and reasonable profit and cancellation charges from Palmieri's suppliers. Palmieri will communicate to the Purchaser additional costs incurred by way of Revised Order Confirmation. Revised Order Confirmation will include applicable costs incurred and modification to lead times (if applicable). The Purchaser must provide Palmieri written confirmation of additional costs, before any changes can be processed on the order.

A minimum charge of \$100.00 NET Change Order Request fee will apply

A minimum charge of \$150.00 NET Cancel Order Request fee will apply.

9. SHIPPING LOCATION / SHIPPING QUOTES / COST OF TRANSPORTATION

Unless otherwise stated, all prices are F.O.B. our factory in Richmond Hill, Ontario, Canada.

Customary methods of transportation shall be selected by Palmieri and such transportation will be at Purchaser's expense. Shipping quotations are made at time of furniture quotation and are outside the control of Palmieri. **Shipping quotes are valid for ten (10) business days from the time of quote.** We do our best to maintain shipping costs as quoted, however all shipping weights and cubic feet shown are approximate only, various construction materials and packaging methods may add to the weights given. All quoted prices, unless otherwise stated on the quotation, are based on the current exchange rates, tariffs, fuel surcharges and costs of manufacture and are subject to change by Palmieri with or without notice until Purchaser's acceptance. Palmieri does not assume responsibility or liability for shipping costs, product during transit, or variances from the shipping weights or cubic feet shown in our specification guides. Special methods of transportation will be used upon Purchaser's request and at Purchaser's additional expense, provided reasonable notice of Purchaser's transportation requirements are given by Purchaser to Palmieri prior to shipment. Palmieri will notify the client prior to shipping product if shipping costs as quoted change, at which point the client must approve the adjusted shipping costs.

10. RECEIVING PRODUCT / REPORTING DAMAGE / STORAGE OF PRODUCT

Upon receipt of Palmieri product, the receiver of the goods must immediately inspect the product to ensure it is free of shipping damage. If the product is deemed in good order, the receiver of the product must ensure to sign off on the accompanying carriers Bill of lading in good condition. Except for obligations stated under "Warranty" herein, Palmieri's responsibility for the product ceases once the product has been received and signed off in good order and is the full responsibility of the receiver and subsequently the owner.

In the event shipping damage is discovered during receipt of shipment, it is the responsibility of the receiver to ensure all noted damage is recorded on the carrier's Bill of Lading prior to sign off. All noted shipping damage claims must be reported to Palmieri within **24 hours** of receipt of the product onsite, failure to do so will result in the claim being deemed null and void. All shipping damage claims are to be reported directly to Palmieri's Shipping Manager. Please call our toll free number at **1-800-413-4440 ext. 33** or submit the claim by Fax directly to **1-905-731-9878**. Palmieri will not accept any shipping damage claims submitted **after 24 hours** and it shall be conclusively presumed that the goods were delivered in good condition.

Storage of product, Palmieri will not be held responsible for any potential damages or shortages for product shipped and received by Purchaser and is subsequently placed into storage and not inspected within 24 hours of receipt.

11. INSTALLATION / SHORTAGES / BACK CHARGES

Unless otherwise expressly stipulated, the goods shall be installed by and at the risk and expense of Purchaser.

In the event that Palmieri is requested to supervise such installation, Palmieri's responsibility shall be limited to exercising that degree of skill customary in the trade in supervising installations of the same type. Purchaser shall remain responsible for all other aspects of the work including compliance with the local regulations. It is the responsibility of the Purchaser to ensure hardware and parts are received in good order. Packing slip and hardware list to be provided by Palmieri with every order at time of shipping. Purchaser has the responsibility to notify Palmieri immediately without delay of issues that arise; subsequently Palmieri will take action to provide prompt resolution.

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Shortages must be reported to Palmieri within **24 hours** of receipt of the goods and failure to do so may be at the expense of the Purchaser. If deemed missing hardware and parts short shipped from the factory, Palmieri will arrange to ship freight prepaid to destination. Palmieri will only be responsible for replacement costs of missing hardware and parts, any labour costs incurred will be the responsibility of the Purchaser and will not be approved by Palmieri.

Back Charges will only be approved if we deemed a defect in the material or workmanship is found during the installation period resulting in a return trip to the job-site to complete installation. It shall remain the sole discretion of Palmieri to approve (A) repair or (B) replace the furniture and any labour costs incurred by the Purchaser.

12. FORCE MAJEURE

Palmieri shall not be responsible or liable for any loss or damage incurred by Purchaser herein resulting from causes beyond the reasonable control of Palmieri including, but without limitation, abuse, misuse or accident, alteration or modification of product by customer or third party, normal wear and tear, improper installation, handling or incorrect use, unauthorized repairs, the substitution of part components or hardware not approved or authorized by Palmieri, improper storage, and environmental conditions such as irregular temperature control either inside or outside the environment, acts of God, fire, flood, delays in transportation, or the failure of Palmieri's suppliers to meet their delivery promises. The acceptance of delivery of the goods by Purchaser shall constitute a waiver of all claims for loss or damage due to any delay whatsoever.

13. RETURNED GOODS

No goods may be returned to Palmieri for a credit or exchanged without Palmieri's prior written consent.

Palmieri reserves the right to accept all returns and subject to a handling/restocking charge or to decline all returns. Even after Palmieri has authorized the return of goods for credit, Palmieri reserves the right to adjust the amount of any credit given to Purchaser on return of the goods based on the conditions of the goods on arrival in Palmieri's warehouse. Credit for returned goods will be issued to Purchaser only where such goods are returned by Purchaser and not by any subsequent owner of the goods. Goods will be considered for return only if they are in their original condition and packaging. Palmieri Goods Return Authorization Form to be issued and **must** accompany all shipments returning back to the factory. **Return freight must be prepaid by Purchaser. A minimum 20% re-stocking fee will apply.**