

## TERMS & CONDITIONS

**ORDER CONFIRMATION:** All orders are to be sent to through the customer department .net or through an authorized Independent Sales Representative. Upon receipt by us, you will receive an order confirmation via email within 24-48 hours during the business week. Terms and conditions apply to all orders accepted by us, regardless of terms requested or stated on the Purchase Order.

**ACCEPTANCE OF ORDERS & ORDERING INFORMATION:** After order confirmation, you will receive an Order Acknowledgement from the customer service department. All orders, unless otherwise agreed upon, are contingent upon Factor (Credit) Approval and subject to acceptance by us. If an order cannot be credit approved, the order can be processed by check, or credit card. The Sales Order Acknowledgement will include an estimated ship window and require a signature. We will accommodate any changes to ship window as requested per inventory availability and Early Order placement. Order Acknowledgements should be reviewed for accuracy and corrections are to be communicated within 48 hours to us. We will attempt, when possible, to ship merchandise within 21 days of credit approval or receipt of payment; however, to maintain an orderly schedule we reserve the right to alter this window per inventory availability. reserves the right to create separate orders with orders containing: Dealer changes, graded fabric, holiday pillows, clearance, and back ordered items. Returns not allowed on any item. Cancelations not allowed after freight is booked.

**PRICING & TARIFFS:** Program Pricing and terms are generally honored for the seasonal year of September through August. However, extreme market volatility demands that prices are subject to change without notice. Orders will be billed at prices and terms in effect at the time of order confirmation. Current pricing will be maintained on the Dealer portal. As a result of government-imposed tariffs, We calculated the cost impact and included this cost within the retail price of the product.

**STOCK PROGRAM TERMS:** Net 30 day terms or Net 60 day terms on approved programs will be granted on a credit approved order. Payment by debit or credit card is subject to 3% processing fee.

**DEALERS & MINIMUM ORDER AMOUNTS:** The minimum opening order amount will dictate your pricing level for the season. Please refer to the current year's Price Incentive Programs for qualifying details. Any Dealer purchasing at Level B and above with orders placed within past two seasons, qualify to be placed on the Dealer locator.

**EARLY ORDER DISCOUNT:** We offers an additional "Early Order" Discount on opening orders received by October 31st and shipped by April 15th. Ship date is subject to the discretion of us and subject to item availability. Please refer to the current year's Price Incentive Programs for details.

**FREIGHT:** All domestic shipments are FOB Irondale, AL. We will attempt to honor all customer routing requests. However, to facilitate shipments and maintain an orderly schedule, we reserve the right of ultimate carrier selection. See FREIGHT POLICY for details. Dealer must notify at time of order placement if they intend to ship their own freight. Drop Shipment is available subject to terms and conditions.

**FABRICS:** We offers the finest quality materials in the industry. DOES NOT guarantee any fabric or the availability of any fabrics shown in the line. Each supplying fabric house confirms continuance of fabric patterns selected; however, it is possible that a fabric can be discontinued, and we cannot guarantee that every pattern will always be in stock throughout the season.

**CUSTOM & MADE TO ORDER:** Items that are made to order, such as custom embroidered or monogrammed pillows, special order elements or tables, and graded fabrics from the Sunbrella open line cannot be canceled or returned. They require signed custom forms at time of Order Acknowledgement and may require 30% deposit.

**STRUCTURAL CHANGES:** The factory reserves the right to make, without notice, any changes in raw material shapes and forms when, in our opinion, such changes are not a deterrent to an item's theme.

**SERVICE:** On all merchandise adjustments, we reserve the right to determine the manner in which the repair or replacement, if necessary, is made.

**DISPUTES/DISCREPANCIES:** Any and all disputes or discrepancies, with respect to a invoice or the goods covered thereby, must be claimed in writing to us within 72 hours of receipt of goods.

**COPYRIGHT POLICY:** prohibits the use of any of its copyrighted material on the internet without approval.