# Terms & Conditions of Sale

The Terms & Conditions of Sale pertain to all quotations, orders, and contracts for Plural Studios products.

#### Orders

Orders must include complete customer contact information including company name, telephone number, contact person phone number and email address, bill-to address, and ship-to address with contact name and phone number. Purchase orders require:

- · Purchase order number
- Order date
- · Requested ship date
- Quantities
- Complete model number
- Textile grade, vendor, pattern, and color
- · Net dealer pricing
- · Special instructions
- A drawing or sketch of the configuration for modular applications will insure accuracy

If your purchase order includes appropriate location information, Plural will gladly tag furniture items with their intended locations for ease of installation.

# **Order Acknowledgments**

Plural's written acknowledgment indicates acceptance of the placed purchase order and is subject to Plural's conditions. Your acknowledgment is a detailed description of items, prices, shipping information and shipping date. Review the acknowledgment and notify Plural immediately with any discrepancies in the acknowledgment.

#### **Prices**

Except where noted, all prices are List. Prices are F.O.B. factory and are subject to change without notice. Pricing does not include freight, installation, taxes, tariffs, or storage. Plural reserves the right to change prices and specifications without notice.

# **Payment Terms**

Standard terms are a 50% deposit with the balance due prior to shipment. Accounts with approved credit can be given terms of 50% deposit with balance of NET 30 days. All accounts are subject to the customer's credit limit. Any account exceeding Plural's normal payment terms will be assessed a service charge of 1.5% per month, accrued monthly.

# **Cancellation and Order Changes**

All purchase orders accepted by Plural are considered firm and binding and are not subject to cancellation. Requests for order changes must be made in writing. Plural reserves the right to not accept the requested changes. Plural may accept a change order after first establishing the time and costs to do so, including labor, materials, additional freight, and administrative costs.

## Delivery

Plural is not responsible for failures of delivery when those failure are caused by matters beyond Plural's reasonable control. Beyond Plural's reasonable control include, but are not limited to, war, terrorism, pandemics, labor disputes, supply chains for raw materials, supplies, transportation, fire, acts of God and nature, societal unrest, and acts of government.

## Storage

Plural has no storage capacity for completed orders. No shipment can be postponed by the customer. If a customer cannot accept delivery of goods when ready for shipment, Plural does not have an ability to assist, and the finished products should not be placed in an environment where temperature and humidity are not controlled. Plural's Warranty is invalidated with such conditions. Proper parameter for storage conditions resemble those standards for people: a temperature range of 50–80 F and humidity held to between 25–40%.

If Plural arranges transportation to a storage facility, such transfer to the storage facility shall be deemed delivery to the customer and an invoice shall be issued at that time. All costs associated with the delivery, including rental for storage and the risks of damage and loss involved, are the responsibility of the customer.

## **Freight Damage**

The buyer must inspect all carton and products for visible or concealed damage at the time of delivery. In the event of visible freight damage, the buyer must note it on the Bill of Lading and immediately contact Plural. If there is any damage, document and photograph the damage thoroughly including the outside of the box and its contents. Expedite your claim by sending your documentation to Plural. Plural is responsible to file all freight claims.

If concealed damage is discovered notify Plural Customer Service within five (5) calendar days of delivery. All shipping cartons and inner packing must be retained for inspection.

It is the buyer's responsibility to confirm that quantities received match the Bill of Lading at the time of delivery.

#### **Repair Charges**

Reimbursement from Plural for repairs must have prior approval.

#### Textiles

Certain textiles have content that make them susceptible to puddling and wrinkling, which Plural cannot control. Heat, weather, and humidity can affect textiles, and Plural will not assume responsibility for those occurrences.

Plural will apply textiles to upholstered items in a manner which we determine to be most attractive, and will take no responsibility for the direction in which textiles are applied unless the desired direction is noted in the customer's purchase order.

Directional textiles (plaids, stripes, certain patterns) may require additional consideration due to sewing patterns, tufting, and contoured shapes for particular furniture models. If pattern matching is desired, it must be noted on the customer's purchase order and will incur a 5% upcharge.

Plural offers an extensive range of graded-in textile, Crypton, vinyl, polyurethane, silicone, and leather from the textile industry's leading sources. In addition to our graded-in collection, Plural will grade-in your choice of other textiles upon our approval of that textile for the intended furniture model. Approval of the textile for application does not constitute responsibility for the appearance, performance or wear of the textile. Plural will include the textile into a quote with the correct yardage, and will order, track, and receive the textile. Any textile issues are handled by Plural and communicated to the customer.

# **Yardage Requirements**

Yardage requirements shown in our price list are based on 54" wide rolls of solid, non-directional fabric. For textiles with repeats, combine the total inches of the pattern and use the chart below. Example: if the pattern repeat is 12"W x 11"H, 20% additional yardage is required.

5–14" repeat	add 10% more yardage
15-19" repeat	add 15% more yardage
20–27" repeat	add 20% more yardage
28-36" repeat	add 25% more yardage