

SALES ORDER TERMS AND CONDITIONS 2017



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Product Orders

Orders must be submitted in writing directly to WPA Chicago, LLC or to a WPA Chicago Sales Associate or to a WPA Chicago Regional Sales Representative. WPA Chicago, LLC shall issue a written sales order accompanied with this document. Your sales order will be processed immediately upon receipt of a 50% order deposit. The balance is due prior to shipment or within 14 days of receipt of invoice. The acceptance of a WPA Chicago, LLC Sales Order and receipt of a 50% sales order deposit implies the automatic and unconditional acceptance of the sales order terms and conditions.

Cancellations/Returns

All goods are custom made to order, non-returnable, and subject to payment in full. Standard orders are not cancelable after three (3) working days from receipt of your order deposit. If an order is cancelled or changed within (3) working days from receipt of order deposit, a 25% re-stocking and administration fee shall apply. Quick Ship Orders are not cancelable once order deposit is received.

Payment Terms

Following your approval of a WPA Chicago, LLC Sales Order, you or your client shall be responsible for payment of the entire contract amount as follows:

- 50% of the total contract amount including sales tax, shipping and handling, and installation (if requested) shall be due upon owner's approval and prior to initiating your order with factory for production. Deposit is non-refundable.
- The contract balance shall be due no later than twenty-one (21) days after order arrival and inspection at WPA Chicago's designated warehouse, and prior to delivery to job site. Your final invoice shall be sent by mail or email upon order arrival in warehouse. A service charge of 2% per month will be added to your account if it is not paid within twenty-one (21) days from date of invoice for final balance due. Additional storage fee will apply beyond 30 days.
- Quick Ship orders to be delivered "Out of State" are subject to full payment upon order approval.

Manufacture of your Products

Manufacturing times in respect of the products vary. All quoted completion and delivery dates are estimates only. WPA Chicago, LLC and its Manufacturer's shall not be liable for delays in completion or shipment or default in delivery for any reason of force majeure or for any cause beyond Manufacturer's reasonable control. WPA Chicago, LLC shall not be liable for any loss suffered whether directly or indirectly arising from any delay in the delivery of the products. Fabrication lead time of a standard order begins once the order is submitted and confirmed with the factory. Any changes made to a standard order that has been acknowledged with the factory, will affect the manufacturing lead time.

COM/COL

WPA Chicago, LLC and its Manufacturer's reserve the right to reject any COM/COL upon receipt of material if they consider the material inadequate for any reason. When COM/COL is accepted, WPA Chicago LLC and its vendors assume no responsibility for its appearance, durability, color fastness or any other quality issue after being upholstered on a Cassina, Poltrona Frau or Cappellini product. Please discuss with a WPA Chicago sales associate each furniture vendor's specific COM/COL approval process.

Storage

If you are unable to accept our scheduled shipping date we will store your goods for up to thirty (30) days at no additional charge. After 30 days there will be a storage charge payable in full prior to delivery of order. WPA Chicago, LLC will not be responsible for any damage resulting from additional storage beyond 30 days.

Delivery/Installation

Please allow 14 to 16 weeks for fabrication and shipping to our Chicago land warehouse on standard orders. The shipping time frame begins from the date your order is acknowledged with the factory. Our shipping dates are approximate and represent our best estimate. We will try to inform you in advance if your order will be delayed. We are not responsible for delays in shipping. Shipping to out of state address may require additional delivery time. On all Quick Ship orders please allow 21 days for delivery. Allow 18 to 20 weeks lead time for COM/COL orders. Normal delivery and installation assumes unhindered access to the premises during normal working hours and, if the products are to be set up and installed, you must provide free elevator access to sites above or below entry level with no carry up or special hoisting required. Placement area must be clear; WPA Chicago, LLC and its sub-contracted moving company will not be responsible for moving, removal or disposal of, and re-positioning existing furniture. Installation of any cabinets or wall hung items requires a trained and qualified installer. Assembly and installation of electrical products should be done by a qualified licensed electrician. All orders require delivery or customer pick-up unless alternative arrangements are discussed. All deliveries from warehouse to client's delivery address shall be assessed a delivery fee based on order size, weight, required installation and delivery location. If client prefers to pick a small item order up at WPA Chicago's warehouse or at showroom, the order will be assessed a receiving and release fee.

Delivery Damage

We inspect all of our products before shipment. You will be required to inspect them when received and sign the carrier's bill of lading. If your order is defective, damaged or lost in transit the client should:

1. Note the damage on the carrier's bill of lading.
2. Notify us immediately in writing within 48 hours of receipt.
3. Keep the packing and any additional evidence against the carrier.
4. And, if possible, photograph all damage items including all packing material.

If an item(s) requires installation by a third party (ie. sub-contractor), all defects, missing parts, or damaged components shall be disclosed in writing to WPA Chicago within 48 hours of receipt and prior to installation. WPA Chicago, LLC shall not be responsible for any installation incurred by a third party.

5. Our delivery services follows Illinois's commerce commissions' standard liability replacement coverage of 30 cents per pound/piece.

Our Limited Warranty/ Manufacturer Defect

Manufacturer literature is available upon request for the specific terms and conditions in regards to product warranties. WPA supports all manufacturer warranties. If any products are defective when delivered, or develop a defect within the warranty period from the date of shipment, you must notify us in writing immediately, providing the invoice number and the date of invoice. You also agree that you will let us inspect the claimed defect or return the goods to us for examination. We will contact the Manufacturer directly and, if they agree with your claim, they will either repair or replace the defective product. If WPA Chicago, LLC provided delivery and installation on original order, the delivery and installation to replace any defected good is guaranteed for a period of six (6) months from the date of original delivery and installation.

We do not warrant that our products will be true to any color or finish reference sample or photo you may have seen or the variations thereof, the wearability or fading of natural materials or small imperfections that are synonymous with natural leathers, or that our products are fit for your particular purpose. We do not warrant your COM/COL themselves or their suitability for use on the selected products.

Acceptance

The receipt of an order deposit with WPA Chicago implies the automatic and unconditional acceptance of these general sales conditions. We each agree that a facsimile and/or e-mail signature shall be as valid and binding as an original signature.

CREDIT CARD AUTHORIZATION (PLEASE COMPLETE BELOW)

Credit Card Type: VISA Master Card Amex

Name on the Card (Full Name):

Credit Card Number:

Security Code:

Card Expiration Date:

Billing Address:

Billing Zip Code:

Signature:

Date:

Your signature above authorizes WPA Chicago, LLC to charge your credit card for the attached sales order or invoice.

SIGNATURE _____ PRINTED NAME _____ DATE _____