



### 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 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/Changes to Order

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, an administration fee shall apply. Changes to the order may be accepted up to 3 days after order confirmation and will be subject to the recalculation of delivery times and the adjustment of the purchase price in the case of changes.

Quick Ship Orders are not cancelable once sales order and payment has been received.

### Payment Terms

Following your approval of a WPA Chicago, LLC Sales Order, the customer shall be responsible for payment of the entire sales order amount as follows:

- 50% of the total sales order amount including sales tax, shipping and handling, and installation (if requested) shall be due upon customer's approval and prior to initiating your order with factory for production. Deposit is non-refundable.
- The balance shall be due upon arrival of order at B&B Italia, USA warehouse, located in New York, unless otherwise noted, and no later than fourteen (14) days after its arrival date. Upon receipt of final payment, WPA Chicago shall release the order for shipping to WPA Chicago's Consignee and once the goods arrive in Chicago, scheduling will be arranged to client's delivery address. A monthly storage charge shall apply if the order balance is not received within twenty-one (21) days after goods arrive at B&B Italia, USA.
- All Quick Ship orders are subject to full payment upon order approval.

### 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, including delivery delays due to customs clearance of products. WPA Chicago, LLC will 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, may affect the purchase pricing and manufacturing/delivery lead time.
- Manufacturer reserves the right to make technological and aesthetic improvements to its models, including changes to the sizes and materials without notice.
- **COF/COL:** refers to customer's own material (COF) and customer's own leather (COL)  
WPA Chicago, LLC and its Manufacturer's reserve the right to reject any COF/COL upon receipt of material if they consider the material inadequate for any reason. When COF/COL is accepted, WPA Chicago LLC and its manufacturers assume no responsibility for its appearance, durability, color fastness or any other quality issue after being upholstered on product. Please discuss with a WPA Chicago sales associate each furniture vendor's specific COF/COL approval process.
- **Tolerances:** The colors of the samples are understood to be indicative. By confirming the order, the customer accepts any color tolerances. Wood: The wood finishes may undergo, over time, color changes due to the light and the aging of the wood itself. In the case of the completion and combination between products, there is no guarantee of uniformity between the grain and the color. The Upholstery may change shade from one batch to the next

### Storage

If you are unable to accept our scheduled shipping date we will store your goods in our Chicago land warehouse for up to thirty (30) days at no additional charge. The balance on your sales order shall be paid in full according to our payment terms set forth above, and before storage shall begin. 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 or claims, resulting from additional storage beyond 30days.

### 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 and clear 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 local delivery fee based on order size, weight, required installation and delivery location. If client prefers to pick a small order up at WPA Chicago's warehouse or at showroom, the order will be assessed a receiving and release fee.

### Delivery Damage and Complaints

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

1. Note any immediate, visible damage on the carrier's bill of lading. Notification is required prior to use of goods.
2. Notify us immediately in writing within 48 hours of receipt for any hidden defects, and prior to use of goods.
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 (i.e. sub-contractor), all defects, missing parts, or damaged components shall be disclosed in writing to WPA Chicago within 48hours 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 follow Illinois's commerce commissions' standard liability replacement coverage of 30 cents per pound/piece.

### Our Limited Warranty/ Manufacturer Defect

The terms of the warranty are set out in the "Products Specifications-Warranty" attached to each product. 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, the manufacturer reserves the right to 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.

**It is important for the client to maintain all "Products Specifications-Warranty" information to have access to your sales order's products codes, control sample (if applicable) and or Warranty information for future use.**

### 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.

SIGNATURE \_\_\_\_\_ PRINTEDNAME \_\_\_\_\_ DATE \_\_\_\_\_

B&B Italia Store Chicago

Wilson Patenaude

Associates

314 West Superior Street

Chicago, Illinois 60654

T. 312.335.3855

F. 312.335.3856

info@wpachicago.co

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