

# TERMS AND CONDITIONS

At Scandinavian Spaces we are committed to providing a personal and solutions-oriented experience for our customers. We are here to help you if you need assistance or if you have questions about our products or services. Do not hesitate to give us a call, send us an email, or visit one of our showrooms. These terms and conditions apply to any quote, purchase order, order acknowledgment documents, and all follow-up actions that occur in the sale of any of our products. By placing any order for products, the buyer agrees to these Terms and Conditions. These terms supersede all prior agreements and communications, both written and oral and prevail over any of the Customer's general terms and conditions of purchase unless otherwise agreed in writing by an authorized Vice President (or higher level position) at Scandinavian Spaces.

### **Scandinavian Spaces**

Phone: 855-811-9676

Email: info@scandinavianspaces.com

### **Order Procedure**

To initiate an order, Customer must provide Scandinavian Spaces with either a signed Final Quote or Purchase Order, in addition to paying any required deposit as per the Final Quote. Orders will not be registered until all requirements to initiate an order are satisfied. Upon order registration, Scandinavian Spaces will provide Customer with an Order Confirmation. Scandinavian Spaces is not liable for order delays that result from inaccurate and/or incomplete information provided by Customer. Scandinavian Spaces reserves the right to refuse orders at its own discretion.

Prices quoted by Scandinavian Spaces are valid for sixty (60) days. Sales tax, freight, delivery, storage, and installation costs are not included in product pricing and will be quoted additionally. Prices locked in for a period greater than sixty (60) days must be agreed to in writing by Scandinavian Spaces.

### **Payment Terms**

Standard payment terms for orders over \$2,500 include a 50% deposit requirement, with the balance due before final delivery (CBD). On all deposit/CBD orders final payment of all invoiced charges, including nonproduct charges, must be received prior to delivery. All orders under \$2,500 require 100% deposit payment. All airfreight orders require a 100% deposit requirement. Any adjustments to these standard payment terms must be acknowledged by Scandinavian Spaces in writing. Scandinavian Spaces retains a security interest in the products until Customer has paid for them in full.

## Cancellations, Returns + Change Orders

All orders are considered final and cannot be canceled once Scandinavian Spaces has registered an order. Scandinavian Spaces does not accept returns. Change Orders are accepted on a case-by-case basis and may result in a Change Order fee (potentially including a Restocking fee). Customers that complete a Change Order must pay any Change Order fees prior to final delivery of product.

### Shortage + Defect Claims

Customer must give Scandinavian Spaces written notice of any defects, missing items, or other delivery issues within seven (7) days of receiving product. Claims must include documentation, such as photos, to be processed. Claims without proper documentation of the underlying cause for the claim will not be processed.

Delivery
Standard Freight Incoterm is DDP (Delivered Duty Paid) to named place of destination, within continental USA. Standard Delivery is reflected in the Final Quote as 'Dropship - Warehouse: commercial dock high warehouse delivery suitable for 53' trailer'. This Standard Delivery scope wateriouse delivery suitable for 53 trailer. This standard Delivery scope is included with the quoted 'Freight' charge. To qualify for Standard Delivery (Dropship - Warehouse), the following parameters must be met: one (1) time delivery to warehouse type locations, with commercial dock-high loading dock suitable for 53' trailer, during normal business hours Monday-Friday, excluding holidays. Any Delivery Term, other than Standard Delivery, is charged additionally and separately in the quote. If an order is registered with Standard Delivery, but the address and/or scope of delivery proves to be other than Standard Delivery scope, Scandinavian Spaces will charge Customer the additional charges to correctly reflect the true scope and/ or delivery.

All Delivery Terms are quoted on the basis of Delivery requiring only one (1) attempt. If more than one (1) Delivery attempt is required, and the cause is Customer project delay, incorrect scope/address of delivery, or other fault of Customer, Scandinavian Spaces will charge Customer (at cost) for the required subsequent Delivery attempts.

Any goods that remain in Scandinavian Spaces possession for over ten (10) business days will be subject to warehouse and handling charges of one (1) percent of the order's total net price, per week. Delivery dates stated on the Final Quote and the Order Confirmation are estimates only. Scandinavian Spaces is not responsible for delays due to causes beyond its control, including but not limited to fires, floods, strikes, labor disputes, interruptions in transportation services, failure to obtain the goods from the manufacturer, or any other reason.

In the event of any dispute, the customer agrees to reimburse Scandinavian Spaces for all costs and expenses (including, without limitation, reasonable attorney's fees) incurred by Scandinavian Spaces. These terms and conditions are governed by and construed in accordance with the laws of the State of Texas.

Scandinavian Spaces guarantees materials and constructions for three (3) years from the date of delivery. During this period, Scandinavian Spaces will repair or replace the product or parts of the product that proves defective. This warranty does not extend to furniture upholstery, damage, normal wear and tear or to labor and material charges due to product defects. Natural variations or changes in color can occur in products containing materials such as lacquered wood, leather, cork, marble and moss and are not covered under the warranty. Scandinavian Spaces provides a one (1) year warranty for customized products.

# Limited Distributions TB117-2013

O11 (chair) or O12 (sofa) seat in PUR for outdoor use: cannot be used for indoor seating in CA and MA (PUR foam does not comply with TB117-2013). Suitable/compliant for outdoor use in all 50 states, including CA and MA. O11 (chair) or O12 (sofa) seat in fabric (upholstered) is compliant for use indoors in all 50 states.

### **Further Information**

For further questions contact our sales support team: info@scandinavianspaces.com 855 - 811- 9676