

## Terms & Conditions of sale (please read carefully)

**Prices and Shipping Terms:** All prices and shipping terms are F.O.B. our distribution center (Lebanon, PA or Compton, CA). Freight collect. Shipments of items not stocked at our distribution center in Compton, CA may require a longer lead time. Please consult your Grosfillex Sales Representative for details.

**Acceptance of Orders:** All orders are subject to acceptance by Grosfillex, Inc. Orders must be approved by the credit department before being processed or entered. Stock cannot be reserved.

**Claims and Damages:** Please take time to check all merchandise immediately upon arrival for any visual or concealed damage. The risk of damage or loss passes to the buyer at the time the merchandise is released to the carrier. Grosfillex packs its products carefully and thoroughly inspects them before they leave the factory. However, damage sustained in transit can occur and is the responsibility of the carrier. All merchandise shipped from our factories is shipped F.O.B. Factory and requires the consignee to file the claim if one is necessary. If concealed damage is found, notify the carrier's agent immediately for inspection. Save all cartons and packing. The form required to file such a claim will be supplied by the carrier.

**Limited Warranty:** Grosfillex, Inc. manufactures its exterior furniture from first quality raw materials and according to the most advanced standards of manufacturing process available.

Grosfillex warrants its exterior furniture to be free from manufacturing defects in materials or workmanship when used, maintained and stored under normal commercial use. This warranty applies to the original buyer from the date of purchase. The warranty period is two years for the BAHIA Deck Chair, Molded Melamine Tabletops, Resin Table Bases, Aluminum Pedestal and Tilt Top Bases and Bar Height Table Bases. Three years for the HAVANA ARMCHAIR, SIDECHAIR, and BARSTOOL, SANIBEL CLASSIC, SUMATRA CLASSIC, TRINIDAD, VICTORIA CLASSIC, ACADIA CLASSIC, ATLANTIC CLASSIC, AQUABA CLASSIC, MIAMI, SEVILLE, COLOMBO, SAVANNAH, AMAZONA, and METRO chairs, JERSEY MIDBACK & BELIZE SLING CHAIR, All Weather Wicker JAVA CHAIR & CHAISE, CALYPSO, BAHIA, NAUTICAL, CATALINA, AND MARINA chaises and PATIO FENCING; and five years for PACIFIC & ESSENZA chairs. ATLANTICA low tables, resin tables, umbrellas, umbrella bases and cushions have a one year warranty. Commercial planters carry a 3 year warranty.

Molded melamine tabletops carry a two year warranty limited to color fading, blistering, cracking, delamination, staining by food products or cigarette burns, and decaying under normal conditions of commercial use. Deflection of less than 3/16" per foot of linear table, misuse, abuse, contact with strong acids, caustic materials and harmful chemicals are not covered under this warranty.

If the resin frame or backrest of the NAUTICAL, CATALINA, or MARINA chaise fails structurally or discolors under normal usage within three years from the date of purchase, Grosfillex will repair or replace the frame or the backrest of the chaise without charge. (Parts and labor included.) In addition, Grosfillex warrants the fabric of the sling chaise for a period of three years against tearing. In the unlikely event that the fabric of the sling chaise tears under normal commercial use, Grosfillex will replace the fabric at no charge to its customer. (Labor not included.) Grosfillex warrants the fabric of the sling chaise one year from the date of purchase against discoloration or fading due to the sun's ultra-violet rays. This warranty does not apply to color changes due to staining. For more information on this matter, refer to the cleaning instructions provided by Grosfillex.

This warranty is limited to the repair or replacement of those products or parts of products which Grosfillex finds and accepts as defectively manufactured during the warranty period, at no cost to the original owner. Replacement products or parts of products are warranted in quantity proportioned only for the remainder of the duration of the original warranty period. In the event that the exact model of the defective product is unavailable, Grosfillex will replace it with a comparable product.

Specifics about this limited warranty can be obtained by contacting your local Grosfillex dealer or sales representative, or by calling our customer sales and service department at (800) 233-3186 X 5910.

**Any implied warranty of merchantability or implied warranty of fitness for any particular purpose shall be limited in duration to the warranty period of the specific product from the date of purchase. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.**

Grosfillex shall not be responsible for any loss, damage, expense or incidental or consequential damages of any kind arising out of any defect in Grosfillex products. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

**This warranty does not extend to goods which have been damaged, altered, abused, misused or repaired after leaving Grosfillex facilities, or which have been repaired or otherwise altered in any manner outside of such facilities, unless previously authorized in writing by Grosfillex.**

**Routing:** Unless a special request is specifically made by the dealer, Grosfillex uses its best judgment in choosing carriers and routes to provide "Best Way" routing. A rebate will not be issued if a less expensive method is found.

**Re-Delivery Charge:** Add \$80.00 for each delivery.

**Call before Delivery:** Add \$20.00 for each "call before delivery" shipment.

**Construction Site Delivery:** Add \$80.00 for each delivery

**Residential Delivery:** Add \$75.00 per delivery.

**Driver Assist Delivery:** Add \$75.00 for each delivery.

**Lift Gate Delivery:** Add \$125.00 per delivery.

**Limited Access Delivery (Place of workshop, fairs, amusement parks, HOAs, prisons, military bases, schools):** Add \$80.00 for each delivery.

**Inside Delivery:** Add \$60.00 for each delivery.

**Reconsignment Charge:** Add \$75.00 for each delivery.

**In-season Payment Terms:** NET 30 days from date of invoice. Late fees will be charged at a rate of 1 1/2% per month. Late fees will be automatically added to account balance.

**Accepted Methods of Payment:** Cashiers check, certified check, cash in advance, Visa, Mastercard, or American Express.

**Samples:** Samples of products may be purchased at a quantity of no more than one per item at a time, and at the regular sample price. Samples may not be returned to Grosfillex.

**Handling Costs:** Minimum net order is \$500.00. Orders less than \$500.00 net invoice are subject to a handling charge of \$50.00. Any products ordered in less than masterpack quantities will be charged an additional \$50.00 per invoice.

**Returns:** Grosfillex will not accept merchandise returns without prior written authorization, in the form of an RMA (Return Merchandise Authorization.)

- A copy of the RMA must accompany the returned merchandise in the form of a packing slip. RMA # must appear on each carton returned. Returns must be shipped via a Grosfillex authorized carrier.
- No freight collect shipments will be accepted.
- Authorized returns are subject to a 15% restocking fee.
- Merchandise will only be accepted in full masterpacks and in its original packaging.
- Credit for returns will only be issued after receipt and inspection of returned merchandise.

**Sales Tax:** Grosfillex, Inc. is registered to collect sales tax in the following states: Arizona, California, Florida, Georgia, Illinois, Indiana, Maryland, Michigan, Minnesota, Mississippi, Missouri, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Tennessee, Texas & Washington. Arizona, Florida, Georgia, Indiana, Michigan, Minnesota, New Jersey, North Carolina, Ohio, Tennessee & Washington will accept the customer's home state resale/exemption certificate. The states of Missouri, New York, Pennsylvania & Texas will allow their individual state resale/exemption certificate to be completed with the customer's home state tax number. Unless you can provide Grosfillex with a resale or exemption certificate from the state in which we will drop ship on your behalf, Grosfillex is required to charge appropriate sales tax.