

Terms and Conditions

ORDERING INFORMATION

Purchase orders must be submitted to Patrick Thomas Incorporated (further defined in these terms and conditions as PT2) in writing and must provide complete information including addresses and phone numbers for both billing and shipping. Orders will not be accepted or put into production until all necessary information is received and all open items have been resolved and confirmed.

Purchase orders must include 1) the item(s) name and quantity. 2) Dimensions, if not standard, including length, width, projection, and overall drop where applicable. 3) Any wood or metal finish samples to be matched as well as a COM clipping for lampshade materials should be submitted at time of order.

PAYMENT INFORMATION

Checks are to be made payable to Patrick Thomas Incorporated. Credit cards are not accepted. A fifty percent deposit is required to begin production on all orders. Payment in full, including all applicable packing and shipping, is required prior to shipment of all orders.

MATERIALS

PT2 reserves the right to make changes in design, construction, materials and dimensions, or to discontinue products without prior notice. Due to the custom nature of our product slight variations from our published images and dimensions can be expected.

TERMS AND CONDITONS OF SALE

Before an order is put into production, it must be confirmed by PT2 in writing and the required deposit must be received. Checks must be made payable to Patrick Thomas Incorporated. Each client's order will be processed as indicated on the invoice furnished by PT2. If there is any discrepancy, the client must advise PT2 within ten days from the invoice date. Orders cannot be modified except in writing to PT2. All orders are final. No returns or cancellations will be accepted on orders in production. PT2 is not required to accept changes requested after the order is confirmed. However, PT2 will accept reasonable changes to orders with the following conditions: 1) the request is submitted in writing and received in time to be implemented. 2) Changes will be subject to additional charges for materials, labor and administrative costs.

PRICES

All prices are quoted net. Prices do not include packing and crating charges, shipping charges, in-transit insurance, storage charges, sales and other taxes, local delivery, uncrating or installation. All quotations are valid for 60 days from date of issuance. If payment is not made within thirty days from the date of product completion, PT2 reserves the right to transfer the merchandise to storage with the costs of transfer and storage to be charged to the client's account. Client bears the risk of loss or damage and all costs incurred by such transfer and storage.

STORAGE CHARGES

Purchaser will receive notification from PT2 as to the date the merchandise will be available for shipment. Postponement of shipment beyond thirty days of availability will result in storage charges per month equal to five percent of the price for such merchandise.

CLAIMS

All PT2 products are carefully inspected prior to shipment. All claims against PT2 including defects, shortages, and errors, must be made in writing within ten days after receipt of merchandise, including receipt at a receiving warehouse. Failure to make any claim within such ten day period constitutes acceptance of merchandise and a waiver of any such defects, shortages, errors or

other claims. If PT2 accepts a claim, it is at PT2's discretion as to the repair of the product and/or whether a replacement is warranted. PT2 shall in no way be liable for any consequential damage. PT2 is not responsible for damage in shipment or in storage. Clients and/or Receiving warehouses should carefully inspect all items at time of delivery and all damages must be noted on the Bill of Lading. All claims for damage to goods in transit or while being held in storage must be settled with the carrier by the consignee. Goods damaged in freight cannot be refused by the consignee. Such obvious or subsequently discovered damage must be reported in writing to the carrier in accordance with the applicable regulations and time limits.

RETURNS

ALL SALES ARE FINAL. No returns, for any reason, will be accepted without prior authorization from PT2. Merchandise returns without prior authorization will be refused. Returns will be made in accordance with PT2 shipping instructions. Unauthorized returns will not be accepted and will be returned to the shipper freight collect. Returns for reasons other than valid claims, if allowed by PT2, will be subject to a fifty percent handling fee.

WARRANTY

PT2 products are warranted against all defects and workmanship for one year from date of delivery. This warranty does not extend to COM fabrics or other COM materials. During the warranty period PT2 will repair, or at our option, replace defective merchandise free of charge. This warranty does not extend to damage resulting from shipping, accident, alteration, misuse, tampering, negligence, abuse or ordinary wear and tear. PT2 is not liable for any delay or failure to deliver or perform due to strike, lock-outs or other labor difficulties, accidents, fires, acts of God, or other cause of like or unlike nature beyond our control. The above warranty is given expressly and in lieu of all other warranties, expressed or implied, or merchantability and fairness for particular purpose and constitutes the only warranty made by PT2.