

## TERMS AND CONDITIONS

- PRICES**
- Prices are list, FOB our factory in Toronto, Canada.
  - U.S. shipments are customs cleared and related fees paid by Prismaticque.
  - Freight rate chart provided adds freight (including packaging) as percentage of total order list price based on geographic location. Crating is extra as noted.
- TERMS**
- New customers without established Prismaticque payment history must 100% prepay prior to shipment on first three orders. 50% due at time of PO receipt.
  - Customers will be accorded terms subject to credit reference approval following first three orders.
  - Prismaticque reserves the right to invoice an order at time of completion regardless of shipment date.
  - Custom orders require 50% deposit at time of PO receipt regardless of customer terms.
  - Orders exceeding \$25,000 net require 50% deposit at time of PO receipt regardless of customer terms.
  - Interest of 1 1/2% per month will be charged on overdue accounts.
- ORDERS**
- Orders will not be scheduled - lead time calculation does not start - until all items, finishes, pricing and approval drawings (where required) are final and received by customer service.
  - An ORDER CONFIRMATION (OC) document will be sent immediately upon receipt of PO to allocate a Prismaticque Job # for reference.
  - OC document will be updated with ship date and re-issued approximately two weeks after receipt of PO (subject to final approval drawing sign off).
- CHANGES or CANCELLATIONS**
- Changes or cancellations to received purchase orders are subject to Prismaticque approval and terms. Prismaticque reserves the right to charge for material and labor costs incurred. Changes may result in delayed ship date.
- RETURNS SHIPPING**
- Prismaticque is a made-to-order manufacturer and returns are not allowed under any circumstances.
  - Freight charges are extra.
  - Packing costs will be added when shipments cannot be blanket wrapped.
- CLAIMS**
- All furniture is given to the carrier and signed for in good condition.
  - At this point, the merchandise becomes the property of the customer.
  - Claims for damages or shortages must be placed with the carrier upon shipment receipt.
  - All products are either crated or blanket wrapped. Crates – failure to open and inspect crates at time of delivery null and voids any concealed damage claim. Blankets – all blankets remain with carrier therefore inspection at time of delivery must occur.
  - Unless damage is noted on POD, no concealed damage claims will be considered.
  - Warehouse delivery – our drivers will wait for proper inspection and load signoff. We support driver wait time as a procedure to eliminate later claims of concealed damage. Extreme wait time charges will be chargeable to consignee.
- STORAGE**
- Prismaticque's facility is unable to store finished orders. Orders must ship on scheduled ship date and customer must coordinate local storage arrangements.
- WARRANTY**
- All standard products manufactured by Prismaticque are warranted to be free of material and workmanship defects for five years from the date of delivery. Warranty is non-transferable and applies to original purchaser only. Prismaticque will replace or repair (at our discretion) without cost to our customers any item found to be defective due to materials or workmanship. Prismaticque retains the right to decline repair or replacement of items that have been abused (including exposure to climate variations in temperature or humidity) or subjected to any use other than that which was originally intended for our product. Any repairs by the customer must be pre-approved by Prismaticque or warranty is voided. In no event shall liability under this warranty exceed the original purchase price.
  - The following exceptions are included in the above warranty:
    - a) Customized products – any item deemed “custom” will not qualify for full warranty. Limited warranty may be available but must be negotiated prior to order acceptance and clearly stated on the order. If Prismaticque agrees to supply an uncommon tabletop material, we will follow all related manufacturer published instructions but as these materials are often not recommended for large, horizontal surfaces inspection must take into account the inherent nature of the material. Warranty for such materials must be negotiated prior to order acceptance.
    - b) Painted Back Glass – As a third party manufactured material, glass can include some inherent imperfections (eg. small scratches, blemishes and/or dirt particles) often located within the layers of the glass. The degree of visual impact once painted can vary based on location and color selected. We strive to minimize this presence on our finished tabletops but because it is the nature of glass, these imperfections may appear but are not considered a material defect and therefore not subject to replacement under warranty.
    - c) Electrical components – warranty limited to one year from date of delivery;
    - d) Functional Mechanisms – warranty limited to three years from date of delivery;
    - e) Plastic Laminates – warranty is covered by specific laminate manufacturer, not covered under Prismaticque warranty;
    - f) Wood Veneers / Finishes – the natural variations of wood are beyond the control of Prismaticque and are therefore not considered defects under this warranty. All veneers are carefully selected for uniformity of color and grain. Light finishes do not mask the characteristics of most wood species; often pieces of the same wood product will not look matched. The natural color of lightly stained veneers also causes variations in the overall appearance of the products.
- REASONABLE INSPECTION**
- For purposes of product warranty no claims will be considered without adherence to reasonable inspection. This includes but is not limited to:
    - a) Normal office lighting conditions. This includes overhead ambient lighting of all types but does not include unfiltered, side natural light.
    - b) Arms length distance. Inspection distance must be reasonable.
    - c) Timely inspection within one day of final assembly/installation.