

VICTORIA HAGAN

HOME COLLECTION

FURNITURE TERMS AND CONDITIONS

ORDER SUBJECT TO ACCEPTANCE

All orders are subject to acceptance by the manufacturer of the Product Line ("Victoria Hagan Home"), at Victoria Hagan Home's designed location for acceptance of orders.

PAYMENT

Production will not begin until a 50% deposit and required COM or COL are received by VHH. All accounts shall be paid net when invoiced. Orders must be paid in full, including shipping, handling, crating, and packing, STORAGE, taxes, and service charges prior to shipping. A service charge will be imposed on any portion of the invoice that remains unpaid for thirty (30) days or more after receipt, at the highest amount permitted by law. Purchaser will be liable for all costs, expenses and fees, including reasonable attorneys' fees, incurred by VHH in collecting any monies due hereunder.

Custom quotes are honored for a period of thirty (30) days from issuance unless otherwise negotiated.

All monies paid on account of this order shall be credited to the account of the name of Purchaser. VHH's acceptance of payment from anyone other than Purchaser shall be an accommodation only and shall not create a vendor-vendee relationship, express or implied, with a payee other than Purchaser.

PRICES AND TERMS

Published prices are Net unless otherwise noted and are freight on board (FOB) point of origin. All FOB points are at the discretion of VHH. The final FOB point will be stated on the order confirmation, and will be the FOB point used for all billing purposes. Prices do not include shipping charges, packing and crating charges, in-transit insurance, storage charges, sales or other taxes, local delivery, uncrating or installation. VHH reserves the right to change prices without notice prior to order confirmation.

Standard lead time for production only is 10 to 12 weeks from VHH's receipt of deposit & all relevant client approvals. Shipping time is additional. When custom pieces or stain-to-match finishes are specified, the 12-14 week lead time for production begins from the date of customer's approval of VHH's drawing and/or sample match.

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MATERIALS

VHH reserves the right to make changes in design, construction, materials and dimensions, or to discontinue products without prior notice. Please note that all dimensions and yardage requirements noted in this price guide are to be considered approximate. Due to the handmade construction of our furniture, in concert with the resilient materials and textile choice, variations from our published and custom dimensions can be expected.

UPHOLSTERY

All yardage requirements that are listed on the price guide are based upon 54" W plain goods. Additional yardage may be needed for fabric in different widths, patterns or repeats. All fabrics must be identified / specified by completing the provided COM forms in full. If COM forms are not filled out in full and submitted to VHH, then VHH cannot be held responsible for unidentified fabric or inappropriate fabric choices.

DESIGNS

VHH maintains proprietary interest in many of its designs. Unauthorized copying or reproductions of such designs will be prosecuted as provided by law.

CUSTOMIZATION

VHH will customize most of its designs as indicated in the price book. Any customization will result in an additional charge above the net price. Please contact VHH for an exact custom quotation.

TERMS AND CONDITIONS OF SALE

Before an order is put into production, it must be confirmed by VHH in writing and the required deposit must be received. Each customer's order will be processed as indicated on the order confirmation sent out by VHH. If there is any discrepancy, the customer must advise VHH within (10) ten days from the date of order confirmation. VHH accepts no responsibility for COMs shipped to locations other than that given on our order confirmation and COM Forms. Order confirmation cannot be modified except in writing to VHH. All orders are final.

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CANCELLATION OF ORDERS

Charge backs, deductions, changes, cancellations, returns or refunds require prior written consent by VHH. No returns or cancellations will be accepted on 'made-to-order' pieces. VHH is not required to accept changes requested after the order confirmation. However, VHH will accept reasonable changes to orders with the following conditions: 1) The request must be submitted in writing and received in time to be implemented. 2) Changes will be subject to additional charges for materials, labor, and administrative. Such orders will be subject to change, cancellation or stocking fees up to 50% of the Net Selling Price.

Under no circumstances may orders be cancelled after production has begun.

STORAGE FEES

Purchaser will receive notification from VHH as to the date merchandise will be available for shipment. All orders will be shipped as ready. If Purchaser is unwilling or unable to accept delivery of merchandise, VHH may transfer merchandise to storage. Purchaser is responsible for the cost of such storage and shall bear the risk of loss or damage to merchandise during such storage, as well as during delivery of same. Additional storage fees will be charged to store merchandise if not picked up within sixty (60) days from the date of invoice for final balance due.

METHOD OF SHIPMENT/DELIVERY

Unless VHH is otherwise notified by Purchaser's written instructions, freight arrangements shall be made by VHH on Purchaser's behalf. All such delivery, packing, crating, shipping, insurance, applicable taxes, and similar charges are in addition to the stated purchase price. All charges are PROFORMA and will be included on the final balance due notice. If the customer chooses to manage their own freight and delivery, VHH must be notified of the specific details of the movement. The fee to move the product from a manufacturer to a terminal for "customer's own" pick-up will be added to the balance due. All products are moved through a Bill of Lading (BOL). The location of the pick-up by the client or the client's agent may trigger sales tax responsibility at that location.

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FORCE MAJEURE

Due to the artistic and custom nature of the manufacturing process, all quoted completion and delivery dates are estimates only. Manufacturer 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, but not limited to, (a) government action, war, riots, civil commotion, embargoes or martial laws, (b) Manufacturer's inability to obtain necessary materials from its usual sources of supply, (c) shortage of labor, raw material, production or transportation facilities or other delays in transit, (d) labor difficulty involving employees of Manufacturer or others, (e) fire, flood, or other casualty, or (f) other contingencies of manufacture or shipment. In the event of any delay in Manufacturer's performance due in whole or in part to any cause beyond Manufacturer's reasonable control, Manufacturer shall have such additional time for performance as may be reasonably necessary under the circumstances. Acceptance by Buyer of any goods shall constitute a waiver by Buyer of any claim for damages on account of any delay in delivery of such goods.

TAXES

Customers are responsible for all sales tax or related taxes that apply to their order. To obtain tax exemption, for resale purposes, a resale certificate must be provided.

RECEIPT OF PRODUCT

VHH highly recommends using a qualified receiving warehouse to receive, inspect, consolidate deliveries and facilitate in-home installation. VHH will recommend a receiver for client if needed. All crated goods must go through a professional receiver such as a receiving warehouse. A receiving warehouse acts as an agent for the client and is responsible to note any damage and assist the owner with filing a freight claim when any damage is found. A signature on the BOL upon receipt of the product confirms that the products are received in good condition unless exception is made on the BOL.

Prior to placing an order, Purchaser must verify that merchandise is capable of being delivered to the designated destination (e.g., will fit in elevator, upstairs, around corners, etc.) Merchandise will not be accepted for return for failure to verify moving dimensions. *Note that the Parker and Porter table's ship unassembled (i.e., the base and tabletop are packed separately) and the Stuart coffee table is available to ship both assembled or unassembled as a separate base and tabletop.*

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TITLE / RISK OF LOSS

Title to merchandise passes to Purchaser upon VHH delivery to freight carrier (unless otherwise specified). VHH is not responsible for damage after the merchandise has been accepted in good order by the shipping company and is not responsible for damage sustained in transit. If damage is noticed when unpacking, notify the delivery company immediately for inspection including photographs of the damages. All visible damage should be noted by the recipient on the freight bill before it is signed by the recipient and the delivery company is possible. If the driver must “drop and dash”, the receiver should note on the BOL that any concealed damage of boxes or crated products will be the responsibility of the carrier or the manufacturer as determined upon inspection of the product. Full inspection must occur within 48 hours of delivery and all freight claims filed within 72 hours. Do not destroy packing materials until they are inspected. Take photos of any damage to the packaging, this is necessary to resolve damage claims. Claims for such damage or loss must be made by the Purchaser/Receiver directly to the freight carrier in accordance with the Interstate Commerce Commission. 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. If merchandise is returned without you first having contacted the shipping company for inspection, no claim can be filed. Shipments returned to VHH’s workshop without VHH’s consent in writing will be refused and either re-delivered or stored at Customer’s expense.

CLAIMS

There may be slight variations between the final product and a particular showroom sample or tear sheet with respect to the finish, color, tone, graining, or precise measurements. Certain hand-made products are by nature irregular. VHH’s products will substantially conform to descriptions but are not guaranteed against wearing, color fading or minor variation in wave, color, tone, graining or precise dimensions. All other warranties, either express or implied, are excluded, including the warranties of merchantability and fitness for a particular purpose.

Any and all claims against VHH, including defects, shortages and errors, must be made within fifteen (15) days after receipt of merchandise. Failure to make any claim against VHH within such 15-day period shall constitute acceptance of merchandise and a waiver of said defects, shortages, errors and other claims. VHH’s liability shall not exceed the contract price actually paid to VHH for such merchandise and VHH shall in no event be liable for labor charges or any consequential or special damages.

All claims should be reported to Victoria Hagan Home at 212-888-1168 or 212-888-0317.

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DISPUTES

All disputes which involve this Agreement shall be governed by the laws of the state of New York. This Agreement contains all the terms and conditions agreed upon by Customer and VHH which supersedes Customer's purchase order. No modification to this Agreement shall be valid unless in writing and signed by both parties.