

Terms & Conditions

- 1. Pricing in US dollars and is valid for 30 days unless otherwise noted.** Pricing is based on total quote volume and is subject to change with changes to volume. Changes to options/finishes will affect this proposal. Other charges such as freight, project management, design services and/or set-up fee may be added at time of order.
- 2. Any applicable sales or other tax will be added upon invoicing.** If you are tax exempt, please provide a copy of a valid sales tax exemption certificate with your purchase order.
- 3. Freight costs are estimated based on current mileage rates and are subject to the fluctuating price of diesel fuel.** Freight charges will be billed at the time of delivery. Buyer assumes all risk of loss of goods upon release of the goods to Carrier. At the customer's request, Schilling Schu Industries, LLC will package goods, put them in the possession of a carrier, make appropriate arrangements for their transportation and obtain and deliver documents necessary to enable Buyer to obtain possession of the goods.
- 4. Schilling Schu Industries, LLC requires a valid purchase order to be signed by an authorized agent of your company.** If a buyer does not issue standard purchase orders, then the terms and condition page of this proposal must be signed by an authorized agent of the company. To ensure accurate and timely entry of the product and pricing, please submit all pricing pages with your purchase order or signed terms and condition page.

Orders and payments can be sent to:
Schilling Schu Industries, LLC
453th Street Random Lake, WI 53075

Fax: 920-994-9528

- 5. Cancellation/Reschedule of Purchase Order(s).** In the event of any cancellation of all or part or any purchase order, the buyer agrees to pay Schilling Schu Industries, LLC a 35% restocking fee for any canceled item(s). Non-standard items are not returnable and not cancelable.
- 6. Warranty.** All Schilling Schu Industries, LLC products are covered with generous warranties. Please visit www.schuindustries.com for additional information.
- 7. Governing Law.** The formation and performance of the contract shall be governed by the Uniform commercial code, as adopted in the state of Wisconsin. Any action for breach of contract including any breach of warranty, must be commenced within on (60) sixty days after the cause of action has occurred. This contract shall not be subject to or governed by the United Nations Convention for the International Sale of Goods. Any legal or equitable actions arising out of or relating to this contract or and other contract between parties shall be brought only in the United States District Court for Wisconsin. Schilling Schu Industries, LLC and Buyer agree that such court shall have jurisdiction over the parties.
- 8. Material finish variation:**
 - 8.1. Upholstery:** Schilling Schu Industries, LLC upholsters all furniture across the roll unless otherwise specified. Pattern matching is not guaranteed, special requests to pattern match must be made during the ordering process and may require an additional fee. Please note that if your order specifies a vinyl cover, vinyl inherently stretches and could cause a rippling or puddling effect after use. For alternate choices, please contact our design department by emailing sales@schuindustries.com ;
 - 8.2. Veneer.** Please keep in mind when specifying a real wood veneer, that this material is natural wood and therefore you can expect every piece to be unique. Small knots, mineral deposits, grain flip and other natural characteristics of wood may be apparent and should not be interpreted as defects, but rather reflect the beauty of natural materials.
 - 8.3. Laminate.** Laminate provides the most consistent look from one piece to the next. Laminate, including edge banding and other man-made materials can have some color variation between manufacturers, mill runs and lots. Schilling Schu Industries LLC cannot guarantee finish color or texture matches.
- 9. Security Agreement** To secure payment of all amounts which are or may become due in the future for the purchase of any furniture or other goods (the "Products") from Schilling Schu Industries, LLC, Buyer hereby grants to Schilling Schu Industries, LLC a continuing purchase money security interest in the Products now or hereafter purchased by Buyer from Schilling Schu Industries, LLC together with all proceeds of the foregoing. Buyer shall not cause or permit any lien, security interest or encumbrance to be placed on the Product without Schilling Schu Industries, LLC's prior written consent.
- 10. Deposit.** For orders above \$5,000 we require a minimum of 50% down payment contingent upon credit review with the final balance being due upon shipment unless otherwise approved. For orders below \$5,000, we require 100% down. Schilling Schu Industries, LLC's standard credit terms are Due Upon Receipt.
- 11. Storage.** Order not shipped to Buyer and/or Agent 30 days after agreed upon delivery date, listed on the order acknowledgment, will be charged 1% of the total order per week until goods are shipped. The Buyer and/or Agent shall assume all costs and risks to goods in storage and goods will be considered available for delivery for all purposes related to the Terms and Condition of Sale. Full payment for the order and storage charges must be received by Schilling Schu Industries LLC. Prior to shipment of the order.