

## Terms & Conditions

1. Pricing is in US dollars and must be paid in US dollars. Pricing is valid for 30 days unless otherwise noted. Changes to options/finishes will affect this proposal. Other charges such as project management, design services and/or set-up fee may be added at time of order.
2. Any applicable taxes 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 transportation costs. 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. Should the customer arrange their own freight, Woodgenix will provide them with a bill-of-lading. The freight companies allow 2 hours for you to unload the trailer from the time it arrives. You will incur detention charges after the 2-hour limit. Weather does not change this 2-hour allotment. If unloading takes more than the 2-hour allotment a \$105.00 per hour charge will incur.
4. WoodgeniX, LLC requires a valid order to be signed by an authorized agent of your company that includes these terms and conditions. If a buyer does not issue standard orders, then these terms and conditions and Woodgenix order acknowledgement must be signed by an authorized agent of the company.

**All orders and payments can be sent to the following address:**

**WoodgeniX, LLC**  
**200 Woodland Drive**  
**Random Lake, WI 53075**  
**Fax: 920-994-9528**

5. **Cancellation/Reschedule of Order(s).** In the event of any cancellation of all or part of any order, the buyer agrees to pay WoodgeniX a 35% restocking fee for any canceled item(s). Non-standard items are not returnable and may not be canceled.
6. **Warranty.** All WoodgeniX products are covered with applicable warranties. Please visit [www.woodgenixllc.com](http://www.woodgenixllc.com) for additional information.
7. **Governing Law.** This transaction shall be governed by the laws of the State of Wisconsin. Any action for breach of contract including any breach of warranty, must be commenced within (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. Each party to this transaction agrees that it will bring all claims, causes of action and proceedings (whether in contract, in tort, at law or otherwise) relating thereto exclusively in the Courts of the State of Wisconsin. WoodgeniX, LLC and Buyer agree that such Courts shall have sole jurisdiction over the parties.

### 8. Material finish variation:

- 8.1. **Upholstery:** WoodgeniX, 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@woodgenixllc.com](mailto:sales@woodgenixllc.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. WoodgeniX LLC cannot guarantee finish color or texture matches.

9. **Security Agreement** To secure payment of all amounts which have or may become due in the future for the purchase of any furniture or other goods (the "Products") from WoodgeniX, LLC, Buyer hereby grants to WoodgeniX, LLC a continuing purchase money security interest in the Products now or hereafter purchased by Buyer from WoodgeniX, LLC together with all proceeds of the subsequent sale of such Products. Buyer shall not cause or permit any lien, security interest or encumbrance to be placed on the Products without WoodgeniX, LLC's prior written consent.

11. **Storage.** Order(s) 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 value 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 Conditions of Sale. Full payment for the order and storage charges must be received by WoodgeniX LLC. Prior to shipment of the order.

Signature \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

