

## TERMS & POLICIES

September 2017

### TERMS:

- Stocking Dealer pricing applies for qualified customers with a retail location(s).
- Non-Stocking Dealer pricing applies to accounts that do not have a retail/resale location.
- First Orders: Minimum amount for all first orders is \$250.00.\*
- Re-Orders: Minimum amount for all re-orders is \$250.00.\*
- **There will be a \$30.00 shipping surcharge for re-orders under \$250.00.**
- **\*Orders containing items that MUST SHIP COMMON CARRIER must meet a minimum order value of \$1,500 to receive flat rate freight. Otherwise, actual freight cost incurred to ship common carrier will be charged to customer.**
- **Orders shipping to California addresses will be charged 9% sales tax unless a valid CA Resale certificate is on file with us.**
- Cancellations must be made in writing and within five working days of order placement. There will be a \$25.00 cancellation fee for **cancellations made after five working days**. Cancellations will only be accepted if order has not yet shipped. Please contact your Account Executive directly with all cancellations.
- Changes to orders placed must be made in writing and within **five** working days of order placement. There will be a \$25.00 fee for changes made after five working days. Changes can only be accepted if order has not yet shipped. Please contact your Account Executive directly with all changes.
- Methods of Payment accepted: Net 30 (upon approval), Visa, MasterCard, American Express, and Discover Card. Credit cards are not charged until order is ready for shipment. NO C.O.D. payments accepted.
- New customers must provide a credit card number on the first order to secure the order.
- **Returned Checks:** A bank transaction fee of **\$50.00** will be charged for each check returned unpaid from the bank.
- Net 30 Terms will be granted to any customer after credit approval.
- Any credit card payment made on a Net 30 invoice will be charged a 4% interest fee.
- Prices are subject to change without notice. Prices on price sheet supersede prices written on orders in showrooms or at tradeshow.

### SHIPPING POLICY:

- All lighting and accessories orders are shipped via FedEx Ground or best possible option unless otherwise stated on price list or requested by customer.
- Large Furniture pieces and certain Mirrors are shipped using common freight carriers on pallets.
  - **Orders containing items that MUST SHIP COMMON CARRIER must meet a minimum order value of \$1,500 to receive flat rate freight. Otherwise, actual freight cost to ship common carrier will be charged.**
  - Residential deliveries will incur a \$25.00 upcharge
  - Deliveries to retail locations that require a lift-gate will incur a \$75.00 upcharge
- All freight is shipped F.O.B. Gardena, California.
- Orders that must "Ship Complete" may take 8-10 weeks.
- We gladly Drop-Ship. A \$15.00 Service fee applies to all Drop Ship requests. Residential Deliveries shipping via Common Carrier will be charged an additional \$75.00.

### DAMAGED GOODS POLICY:

- **All shipments received by the customer should be opened and inspected immediately.**
- **SAVE ALL PACKAGING UNTIL ORDER IS RESOLVED.**
- If cartons are damaged upon arrival, please make a notation on the carrier's Bill of Lading prior to accepting shipment
- Our products are hand-made. Slight imperfections may occur and should not be construed as damages.
- It is normal for finishes, textures and dye lots to vary slightly.
- To receive credit or replacement for any damaged merchandise, Jamie Young Company must receive notification within **five** working days of receipt of said merchandise.
- Jamie Young Company is not responsible for replacing damaged or defective merchandise if notification is not received within **five** days.

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### RETURNS AND/OR REFUSAL OF SHIPPED MERCHANDISE POLICY:

- All returns must be pre-approved by Jamie Young Company.
- An RMA# will be assigned to all approved returns and must be marked on all packaging by the customer. Any merchandise returned without an RMA # will be refused at Jamie Young Company.
- Returned non-defective product, returns without an RMA# or refusal of a shipment will incur a 20% restocking fee plus shipping charges. No returns accepted on promotional or discontinued items.

### GUIDELINES FOR PLACING JAMIE YOUNG PRODUCT ON YOUR WEBSITE:

- Jamie Young Company (JYC) must approve the website and pricing before placing product online. JYC reserves the right to refuse any order submitted by unapproved websites.
- All customers placing JYC items on their website must agree to, sign and return a completed **Jamie Young Company Internet Minimum Advertised Price Policy (IMAP)**. A copy of the agreement can be obtained through your Account Executive or [salesadmin@jamieyoung.com](mailto:salesadmin@jamieyoung.com)
- All products should be sold at JYC suggested retail pricing which is a 2.5 mark-up from current JYC standard published stocking dealer pricing.
- We reserve the right not to ship merchandise if the product is being discounted without our approval.
- JYC must approve which items will be placed on the site.
- JYC is not responsible for any item that is discontinued or out of stock that remains on the website.
- JYC states up to a 4-6 week delivery lead-time on all items (unless the item is an In Stock item). There will be times when the lead time exceeds this and JYC will not be responsible for air freight for late items.
- Shipments are sent via FedEx ground or Common Carrier unless otherwise specified by customer. We can use a customer's UPS, FedEx or Common Carrier account number as requested.
- Please check final pricing on items prior to posting to your website. Prices listed on JYC price list may change without notice. Prices quoted by JYC are not guaranteed for the life of the item(s) on your site.
- JYC charges a \$15.00 drop fee when shipping to a customer directly whether we are using our freight account or the customer's account. Shipping is FOB Gardena, California.
- Shipments made via Common Carrier to a residential address will incur a \$25.00 upcharge. Shipments made to retail locations requiring a lift-gate will incur a \$75.00 upcharge unless we are using the customer's freight account.
- JYC accepts no responsibility for lost packages shipped without a signature guarantee. If you do not choose delivery signature service on a parcel a signature waiver applies to all past, present and future shipments.
- **Errors:** Unless JYC is the cause of the error, JYC will charge the customer for all shipping fees incurred due to customer error. Shipping errors include shipment refusal by you or your customer, incorrect address, address change and failed delivery. Shipping error charges include return shipping costs, address change/correction charges and any costs for re-shipment. A \$10 fee applies for all label corrections or re-routing requests, whether successful or not.
- Net 30 terms (as approved) and Credit card terms only on direct shipments.
- For customers wishing to use JYC photos on their site exactly as they appear in our catalog, JYC can supply the photos (fees may apply). If the customer needs to change the base/shade combinations from what JYC shows in our catalog, they will need to supply their own photos at their own cost. Image requests should be made with your Account Executive or [salesadmin@jamieyoung.com](mailto:salesadmin@jamieyoung.com).
- **RETURNS:** JYC will accept returns only for damaged merchandise. This will be handled the same way as all returns stated in our standard policy. Original packaging must be kept until claim is resolved. A return merchandise authorization (RMA) must be obtained from JYC prior to sending merchandise back. Any return shipment received at JYC without JYC RMA # will be refused and returned to sender.

**These Terms & Policies supersede all previously published Terms & Policies.**

Jamie Young Company reserves the right to refuse any order. All sales are final.