

OCHRE U.S.

TERMS AND CONDITIONS OF SALE

1. **Please note:** each piece is made to order. Each piece is handmade therefore slight differences to our samples may occur. For items upholstered with skin (including but not limited to nubuck or leather) customer shall keep in mind that no two skins are alike, and each skin is hand dyed. Therefore, the dye color may deviate from samples shown. Accordingly Ochre does not guarantee, warrant, or represent an exact match to samples.
2. All dimensions are approximate. Please note that the quantity of fabric required is based on the standard 54" width for "flat" fabrics only (no patterns or stripes).
3. Price quotes are valid for 90 days from inception date. Prices are exclusive of shipping and handling and are valid at the time of printing. Payment deposit constitutes order confirmation. Production starts after payment deposit (or full payment when applicable) has been received and processed.
4. **Order changes and cancellations:** Changes and cancellations will be accepted in writing ONLY up to seven days after confirmation date and ONLY if confirmed by the Company in writing.
5. **Delivery time:** max. 8-10 weeks from the following: receipt of non-refundable 50% deposit, or full payment for orders up to \$1000 (not including shipping), finish specification, and reception of COM (customer's own material) unless otherwise agreed upon by both parties.
6. **Delivery and handling charges:** all net prices are exclusive of delivery and handling charges. Where required, the Company will provide one (1) quote only for delivery charges. If customer is not satisfied with the quote provided, it is customer's responsibility to obtain its own quote and to notify Ochre of its choice and final arrangements before Company releases the merchandise. Where customer arranges for its own shipping, handling charges will be billed separately.
7. Ownership of the goods remains with the Company until payment is made in full and orders are not dispatched when there is an overdue payment.
8. Delivery time is exclusive of shipping and handling.
9. Ochre is not responsible for damages incurred in transit or in storage. Each piece is carefully inspected and wrapped prior to dispatch. Any visible damage should be noted on the freight bill by the person receiving the delivery. If product was crated, check for signs of rough handling.

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Notify the delivery company's office immediately for inspection. If damage is noticed only when unpacking the merchandise notify the delivery company immediately for inspection. Do not discard packing materials until it is inspected. **DO NOT REFUSE TO ACCEPT DELIVERY** as this will cause unnecessary shipping expense for return.

10. Damaged goods cannot be shipped back to the company without prior Company written authorization. Ochre must be notified within 24 hours of receipt of the goods with photographed proof. Damaged goods sent back to the Company without prior company authorization will be done so at the customer's expense.
11. **Claims:** Any claims against the Company shall be submitted in writing within seven (7) days of receipt of delivery. Failure to make such claim shall constitute full and unqualified acceptance of the goods and waiver of defects. Company's liability shall not exceed the contract price and the Company shall not be responsible for indirect, incidental, or consequential damages arising from this agreement. Any loss or damage to the furniture is the responsibility of the delivery company once the product leaves our workshops.
12. **Warranty:** The Company disclaims all warranties, express or implied, included but not limited to any implied warranties of merchantability or fitness for a particular purpose.
13. This agreement contains all the terms and conditions agreed upon by Customer and Company and supersedes Customer's purchase order. All disputes which involve this agreement shall be governed by the law of the state of New York. Any controversy arising from this agreement shall be settled by arbitration which shall be conducted in the city of New York.