

# Terms and Conditions

## TERMS OF SALE

These terms of sale supersede all previous price lists and terms and are subject to change without notice.

## PRICES

All Prices are list and do not include shipping, cartoning, or taxes. All Products are priced FOB Factory.

## TERMS OF PAYMENT

Orders are invoiced at the time of completion and payments are net thirty (30) days. Orders over \$10,000 net require 50% payment due at time of order and 50% upon completion. Payments made by credit card will have an additional charge of 3% net. Past due accounts will be charged the lesser of 1-1/2% per month or the highest rate permitted by law plus all collection costs, including reasonable attorney's fees and expenses.

## TAXES

All sales, use, excise and other applicable taxes are the purchaser's responsibility and will be invoiced to the purchaser. If the purchaser claims an exemption from such taxes, it shall be the purchaser's responsibility to furnish an appropriate exemption certificate to Makr.

## ORDER ACKNOWLEDGEMENT

All orders and subsequent change orders must be in writing. Any required drawings and revisions must be signed by the customer. Production will only commence after signed

drawings are received by Makr. Makr will issue a written acknowledgement with estimated completion date. Customers should verify acknowledgment for accuracy. The acknowledgement is the final agreement between the customer and Makr. All quotations, acknowledgements, and invoices are subject to corrections for errors or omissions. Quotations are valid for 30 days.

## ORDER CHANGES AND CANCELLATIONS

Acknowledged orders may not be changed or canceled without prior written consent of Makr. After an order is placed, revisions and time required for changes may result in the extension of completion date. Expenses incurred because of order changes will be charged to the customer. Orders for which production has started may not be canceled. Orders that included non-standard products and non-standard finishes may not be canceled.

## RETURNS

Makr products are made to order and may not be returned.

## STORAGE

Due to limited space, all goods must be removed from Makr in a timely fashion. All finished products that are not removed within 9 business days of order completion will be charged a storage and service fee. Starting on the 10th business day, 5% of the invoice amount will be charged daily until the order is picked up.

# Shipping

Orders are shipped wrapped.

Cartoning may be requested, but is subject to a surcharge of 7% total list price.

\$300 net minimum shipping for all orders.

Domestic (48 contiguous states) shipments are FOB Makr. Shipments outside the 48 contiguous states will be shipped FOB distribution point, surface freight included to the point of embarkation and freight costs beyond that point will be invoiced to the purchaser. Charges incurred by Makr complying with non-standard shipping requests such as inside delivery, expediting, redelivery, weekend delivery, unpacking, straight trucks, specific driver requests, or temporary holding will be invoiced to the purchaser.

## FREIGHT CHARGES

Any orders over \$5000 List receive free shipping to Spokane, WA and Portland, OR.

Any orders shipping to Alaska are FOB our dock. A 7% cartoning charge will be added. Span Alaska costs are the responsibility of the purchaser.

Freight charges are the responsibility of the Purchaser. Freight costs will be given at the point of project quoting. Makr quotes are valid for 30 days, as such freight costs will be re-quoted at point of sale if more than 30 days have passed.

## FREIGHT CLAIMS

Makr will file a freight claim on behalf of the purchaser under these guidelines:

- Products are examined upon receipt.
- Any damage or shortage is noted on the Bill of Lading.
- Makr is notified at the time of delivery. Failure to provide notice within 24 hours constitutes acceptance of the product.

Any concealed damage claims must be made under these guidelines:

- Claims must be made in writing with photographs.
- Claims must be made within five (5) business days after delivery. Failure by the purchaser to make any concealed damage claim within five (5) business days constitutes acceptance of the product and a waiver of any apparent damages.

# Warranty

Our products are backed by a Limited Lifetime Warranty. Makr Furniture, Inc. (“Makr”) will repair or replace any Makr product or component defective in material or workmanship for as long as the original purchaser owns it\*. This is your sole exclusive remedy. This warranty is subject to the limitations, exclusions and other provisions below, and applies to products manufactured after November 1, 2015.

## EXCLUSIONS

This and any other warranty does not apply to:

- Normal wear and tear, which is to be expected over the course of ownership.
- Damage caused during delivery, which is handled under separate terms.
- Modifications or attachments to the product not approved by Makr.
- Products not installed, used, or maintained in accordance with product instructions and warnings, or damaged during installation.
- Products used for rental purposes.
- Costs associated with transportation and reinstallation of a defective product not approved by Makr prior to replacement.

To the extent allowed by law, Makr makes no other warranty, either express or implied, including any warranty of merchantability or fitness for a particular purpose. Makr will not be liable for any consequential or incidental damages or disfiguration due to exposure to sun or weather, moisture due to faulty heating and cooling systems, flood or other water damage. Damage due to spills of substances, direct heat and other disfiguration is also not covered.

**COLOR VARIATIONS AND FINISHES** Some natural variations are inherent in wood and other natural materials. These variations are unavoidable and not considered defects. Makr does not warranty the color-fastness or matching of colors, grains, or textures of such materials. Customer’s Own Materials (COM) selected by and used at the request of a user is not under warranty.

## WARRANTY PERIOD

Limited Lifetime—All components manufactured by Makr

MTM Bases—5 years

## Valley Design Bases Limited Warranty

All products manufactured by Valley Design are guaranteed to be free of defects due to workmanship for a period of five (5) years from date of purchase. All adjustable height products have a warranty of two (2) years on moveable parts. Valley will repair or replace, at their option, any product that they determine to be defective as a result of faulty material or workmanship.