

Published list prices, and terms and conditions of sale are exclusively offered to Commercial use customers.

**Any use of emuamericas, llc products, images, emu® brand, emuamericas name, and any related material can only be obtained through the expressed written consent of emuamericas, llc. Any unauthorized use will automatically be subject to a suspension of account and can be subject to prosecution under the full extent of the law.**

## **AVAILABILITY**

Refer to the finish column in the price list for the availability of the product. We always recommend inquiring about the availability and lead time of quick ship stock and special order items.

### **Quick Ship**

Quick ship products are continuously on order based on historical values; depending on quantity, quick ship items should be readily available in stock, however may have a maximum lead time of 6 weeks in case of current sell-out. We strive to keep substantial quantities of our bestsellers in stock at all times.

### **Special Order**

Please allow 8-12 weeks lead time for special order items, excluding holiday weeks or factory shutdowns. Please note that Emu Group S.p.A is closed for the entire month of August and lead time for special orders received between June 15<sup>th</sup> and September 15<sup>th</sup> is 14-16 weeks. Our custom RAL color program is finished in Pennsylvania, USA per the customer's selection and is considered a special order item even if available as a quick ship item.

## **ASSEMBLY**

Some products require assembly; please refer to the instructions included with item packaging or visit our website for information on assembly instructions.

## **WARRANTY**

emuamericas, llc has a limited warranty on its product. For full warranty information, please visit our website.

## **PRICING**

All prices published are "LIST" (unless otherwise noted) price per single unit, FOB Lebanon, PA 17042 Distribution Center and do not include shipping costs, taxes or installation. Due to frequent international monetary fluctuations, we reserve the right to change prices without notice.

### **MAP POLICY**

All authorized emuamericas, llc dealers and e-commerce dealers who resell our products to end users located in the United States must adhere to emuamericas' established MAP (minimum advertised price) of 40% off the current list price. This MAP policy applies to all advertisements of our products in any and all media, but does not apply to the price at which products are actually sold or offered for sale to a consumer within the reseller's location or over the telephone. Our policy does not establish maximum advertised prices; all resellers may offer our products at any price in excess of the MAP pricing. Prices listed on an internet site are considered "advertised price" until the customer has completed its online transaction and must adhere to this MAP policy.

## **ORDERING FROM US**

### **QUOTES**

Please contact your local emuamericas representative for quotes. All quotations received from emuamericas or our sales representatives are valid for (30) days unless prolonged in writing.

### **STOCK HOLD**

Quick ship items cannot be reserved or held unless a 50% deposit is received.

### **MINIMUM ORDER**

Minimum order is \$ 1000 NET or a \$50 NET fee will apply; not applicable to original order additions, parts or samples. Original order additions are only valid for 30 days from original ship date and must be the similar item from original purchase.

### **BREAK PACK**

A \$20 NET break pack charge will be incurred for any broken master pack on quick ship items, excluding sample orders. **Special order items must be purchased by the master pack quantity.**

### **PLACING ORDERS**

All orders are subject to acceptance by emuamericas, llc. Orders must be received by fax, mail or e-mail on company purchase order form or letterhead. Purchase Orders must be complete including: item#, quantity, color finish, required on site date, ship to address, shipping instructions and contact name and phone number of receiver. If a Call Before is required, please supply this information at time of order.

Orders must be approved by the credit department before being confirmed. Invoices are faxed, mailed or e-mailed with tracking information the day of shipment.

### **ACKNOWLEDGEMENT**

Order acceptance will be made in the form of an Order Confirmation with an estimated ship date assigned and lead times/estimated warehouse arrivals (EWA) listed after each line item if applicable. Order Confirmations need to be reviewed for corrections immediately upon receipt; emuamericas, llc will not be held responsible for any errors or missing information on order confirmation. Orders are shipped at earliest 48 hours from order confirmation date.

### **ESTIMATED SHIP DATE**

All estimated ship dates are approximate only. emuamericas, llc cannot be held responsible for financial damages due to late shipping. All orders are subject to delay or failure of delivery due to problems with source of supply, transportation, war, riots, fire, accidents, compliance with government regulations, strikes, Acts of God, or other causes beyond our control.

### **ORDER REVISIONS/CANCELLATIONS**

All order revisions and cancellations must be submitted to our corporate office in writing 2 business days prior to the estimated ship date on the order confirmation. If an order is changed or stopped on the day of shipment, a \$100 fee will be assessed. Please note that if a shipment has left the warehouse and a revision or cancellation is received, the customer is liable for additional storage charges and freight costs. Items held at our distribution center for over 30 days will incur storage charges calculated at \$100 NET per week per pallet. All revision acceptances must be acknowledged by emuamericas, llc on an updated order confirmation.

## SALES TAX

emuamericas, llc is required to charge sales tax for drop shipments into any of the states where we have nexus unless our customer is registered to collect sales tax in that state and provides required documentation. (See resale certificates below) If a customer wishes to pick up the product at our FOB point (Lebanon, PA), the buyer must remit a valid PA Exemption Certificate or pay the PA sales tax. Visit our updated terms and conditions of sales on our website for a complete list of states for which we must collect sales taxes. As a distributor with headquarters in the State of Colorado, City & County of Denver, we are required to charge sales tax for any deliveries into the city of Denver, unless a City & County of Denver resale certificate is presented. If Sales Tax is not charged on our invoice, then Use Tax may be due, please consult your local & state tax laws or a tax advisor for details.

## RESALE CERTIFICATES

emuamericas, llc requires a copy of the necessary State Resale Certificates in order to make the transaction exempt from sales tax for the states we are required to collect tax in.

Resale Certificates must be presented prior to the order shipping, if the order has shipped with tax included, it is the customers' responsibility to request a credit with the state as the resale certificate was not presented to emuamericas in a timely matter.

## SHIPPING

Shipping and routing instructions are required for each 3rd party shipment. If no such instructions are received we have the right to ship by the carrier of our choice (BESTWAY). If billing third party, the payer's discount program will take precedence; please consult your carrier for a freight quote.

emuamericas, llc offers a Prepaid and Add Freight Program to facilitate the quoting process. This is a guaranteed freight percentage rate based on the order total via our preferred carriers.

Customer pick up is available from our distribution center, special requirements must be met; any missed appointments may be subject to additional fees.

## FREIGHT ESTIMATES

We offer freight estimates for orders below \$1,000 net or above \$10,000 net. Due to the volatility of freight rates, estimates are only valid for 7 business days. For all other net purchase amount, please refer to our freight plan guide.

## PAYMENT & CREDIT

### FIRST TIME CUSTOMERS

First time customers are required to pay their first order in full before shipment. Upon the first order shipped, the customer may request to complete a credit application to be submitted to emuamericas' accounting department for approval. We require a commitment of \$25,000 annual volume for credit terms to be established.

### REQUIRED DEPOSITS

Each of the following requires a 50% non-refundable deposit prior to the order being placed into production:

- All special order items
- Our RAL program items (even if quick ship)
- Cushions
- Direct containers
- Any orders larger than 200 pieces or above \$20,000.

## ACCEPTED PAYMENT METHODS

ACH, certified, corporate and personal checks, wire transfer and credit card are accepted payment methods.

Orders requiring pre-payment and paid via corporate or personal check are subject to a 7 business day clearing period hold prior to shipment.

We accept: Visa, MasterCard, American Express and Discover credit cards. An additional 4% will be added for all credit card transactions (deposits, purchases and invoice payments).

Wire transfers carry an additional charge of \$15.

Any and all returned checks will be assessed a \$45 fee; these checks will be automatically re-presented to the bank after 3 days.

## CREDIT TERMS

To establish credit terms, a customer must meet emuamericas' credit requirements and complete our credit application. We require a commitment of \$25,000 annual volume for credit terms to be established. emuamericas, llc uses Dunn & Bradstreet as its reporting service for establishing account status with new customers.

Standard credit terms are Net 30 days from date of invoice with customer's credit information on file. Other terms may be available and will be indicated on the Order Confirmation and Invoice.

Prompt payment is requested and must be sent to arrive by the due date stated on each invoice. Failure to pay within the terms of the invoice may result in your account being placed on credit hold and subject to late fees at a rate of 1½% per month; late fees will be automatically added to your account balance. No further shipments will be made until all past due invoices are fully paid.

## DEDUCTIONS

No deductions may be made from remittance without written authorization from emuamericas, llc.

## COLLECTIONS

In event of delinquency, the customer shall be responsible for all collection costs, including attorney's fees incurred by emuamericas, llc.

## REFUNDS

Should a refund be required due to overpayment, this may only be processed after the completion of the related purchase order. A completion of purchase order is when the order is shipped and invoiced.

## FREIGHT CLAIMS & DAMAGES

emuamericas, llc is not responsible for damage or loss incurred in transit. All furniture is shipped at the purchaser's own risk after it has been inspected and securely packed at the distribution center. It is accepted as such by the freight carrier.

Before accepting and signing for the merchandise from the carrier, inspect all cartons for visible or concealed damage and clearly note any loss or damage on the delivery receipt/BOL. The risk of damage or loss passes to the buyer at the time the shipment is picked up by the carrier, thus any occurred damage or loss is the responsibility of the carrier.

### VIA 3<sup>rd</sup> party

If a specific carrier was requested on the purchase order, the customer takes full responsibility for all freight issues, including contacting the carrier, damages, losses, additional freight charges and claims.

### VIA BESTWAY

If there is loss or damage, make an immediate claim with the delivering carrier. In the event of concealed damage, save all cartons and packing materials, and notify the freight carrier and emuamericas, llc immediately for inspection.

Missing items/parts/hardware claims against us will be considered only if filed with us in writing within 5 days of delivery date. Failure to make such claim shall constitute acceptance of the merchandise and waiver of any defects, errors, or shortages.

### **REFUSALS**

If a shipment is refused, re-consigned, re-delivered, stored or additional services are rendered; the customer is responsible for all additional charges incurred and applicable re-stocking fee.

### **RETURNS**

Special order items, parts, our custom RAL program and cushions are made to your specifications and are not returnable or refundable.

Quick Ship items may be returned within 30 days from the invoice date with an RMA. Items must be received in original condition (unused), in original boxes including all original interior packaging and palletized for a full refund minus the restocking fee.

### **RE-STOCKING FEE**

A minimum of 25% restocking fee will be charged for the return of quick ship items in original condition. Credit for returns will only be issued after receipt and inspection of returned merchandise. Damaged returns are subject to additional charges incurred to restore goods to original condition or customer may reclaim the items FOB Lebanon PA 17042 if determined credit amount is insufficient. No return of merchandise will be accepted to our Lebanon, PA Distribution Center without our written consent via RMA (Return Merchandise Authorization) number, which includes the appropriate shipping instructions. Unauthorized returns will be refused and/or returned freight collect. RMA # is only valid for 15 days from issue date. A copy of the RMA must accompany the returned merchandise, and the RMA # must appear on each carton returned. No credit will be issued for goods without our written consent.

## **DISPUTE RESOLUTION AND GOVERNING**

### **LAW**

Any dispute arising between Seller and Purchaser related to a transaction per our terms and conditions of sale or Limited Warranty shall be resolved by arbitration in Denver, Colorado, USA, under the rules of the American Arbitration Association and under the laws of the State of Colorado.