# TERMS AND CONDITIONS

#### **Product**

Fleetwood® reserves the right to discontinue product, change product specifications, and change pricing. Digital images in the catalog may not be exact.

### **Purchase orders**

Orders will be accepted only from authorized Fleetwood<sup>®</sup> dealers. Orders to be submitted via fax or email, no verbal orders will be accepted. Orders are binding only upon acceptance by Fleetwood<sup>®</sup> and conditions set forth in the order acknowledgment and invoice. Orders are subject to credit availability.

Fleetwood<sup>®</sup> will not accept an order unless the following information is provided: 1) purchase order number, 2) billing address, 3) ship to address, 4) model number with size, description, finish selections and options, 5) quantities, 6) pricing, 7) quote number, 8) delivery date, 9) call before delivery number, 10) approved drawings (if needed).

An order acknowledgment will be emailed by Fleetwood® within 10 business days from acceptance of the order. Quick Ship orders will be acknowledged within one business day. Fleetwood® assumes Quick Ship orders are correct as acknowledged. All orders are considered correct as acknowledged. It is the dealer's responsibility to review and confirm that all information is correct and to notify Fleetwood® within two business days of any order discrepancies. Prices and specifications are subject to change without notice. Fleetwood® is not responsible for typographical errors.

Order status may be checked on our website; www.fleetwoodfurniture.com.

### Terms

Open account status is only granted after a credit application is submitted and approved by Fleetwood<sup>®</sup>. New customers and international customers are cash in advance. Remittance to be sent to; PO Box 1259 Holland MI 49422-1259 or sent via ACH transactions. Please contact Fleetwood<sup>®</sup> Accounting department for details. Dealers with open account status and specific credit limits have payment terms of NET 30 from the date of invoice.

## Change orders or cancelations

Purchase orders received by Fleetwood<sup>®</sup> are firm and may not be canceled or changed in whole or in part without written consent from Fleetwood<sup>®</sup>. Consent will be determined by customer's agreement to pay any additional expenses that may be incurred resulting from the request to change or cancel the order.

### Shipping terms

Fleetwood® will determine the method and carrier that meets the delivery criteria. Shipments will be routed the best way using small parcel, LTL or Truck Load carriers. Shipments do not include inside delivery, liftgate or call before notification and are subject to fees that are available upon request. All orders (unless previously determined per purchasing agreement) are subject to shipping costs, charges are prepaid and added to the invoice. All orders are shipped F.O.B shipping point. Merchandise title passes from Fleetwood® to the consignee upon delivery to the carrier.

# TERMS AND CONDITIONS (continued)

### Freight shortages and damage

Failure to follow these instructions for buyers receiving goods may affect the costs for the delivery and replacement of the damaged goods.

Buyer to count and thoroughly inspect all items for shipping damage before accepting delivery. If there is a shortage, please note the shortage on the delivery receipt. Note visible damage on the delivery receipt and show the driver. If damage has occurred, report this to Fleetwood® within 5 business days. If it appears that damage could be possible, insist that the carton be opened and contents inspected by the driver. You have the right to accept partial shipments and refuse the remaining damaged units unless the items shipped via a blanket wrapped carrier. If damages or shortages are not noted on the delivery receipt the carrier and Fleetwood® are relieved of further responsibility and claim may not be processed. Please save original packaging in case return shipment or inspection is required.

UPS or FedEx Shipments: Inspect the shipment immediately following delivery for damage. Note all damage on the receipt and have the driver initial before you sign the receipt. Do not remove any damaged merchandise from the original carton until an inspection has been made or waived by the shipping company.

## **Delays**

Orders will ship per the acknowledged ship date. If the customer requests a delay in shipment the customer may be subject to fees associated with storage. Requests for delays must be submitted in writing. Fleetwood® will provide a storage estimate based on the order size and storage terms. Fleetwood® will make all storage arrangements.

#### **Returns**

Products may not be returned and will not be accepted without prior written consent by Fleetwood<sup>®</sup>. Please contact your Learning Environment Project Coordinator to obtain a Return Authorization. Agreed returns may be subject to restocking and other fees which will be determined at Fleetwood<sup>®</sup>'s discretion. Products returned must be received in new condition and will be assessed prior to issuing a credit. Non-standard product is not returnable.

## Standard and non-standard product lead time

Standard products with standard finishes published in the current price list are estimated to ship 6-weeks from receipt of order acknowledgment. Lead times may extend if demand for Fleetwood<sup>®</sup> product far exceeds its forecast. Fleetwood<sup>®</sup> is not responsible for costs incurred due to delay in shipments. Non-standard products and standard products specified with non-standard finishes will have a longer lead time to be determined.

# **Quick Ship program**

Quick Ship (QS) items are designated in the catalog with the Quick Ship logo (\(\mathbb{S}\)). Customers can buy up to 30 QS tables, 30 QS Rock<sup>TM</sup> stools, 4 QS Pages<sup>TM</sup>, and 10 QS storage solutions per project. The QS products are limited to the Quick Ship finishes provided in the catalog. These products will ship within 7 business days from order acknowledgement. Lead times may extend if demand for Fleetwood<sup>®</sup> product far exceeds its forecast. Quick Ship orders cannot be canceled, revised or returned. Fleetwood<sup>®</sup> is not responsible for costs incurred due to delay in shipments.