

## FREIGHT & DELIVERY

### FREIGHT

Most products are shipped unassembled, FOB our factory based on a dock delivery only. Additional expenses may be debited from the customer account and billed on a separate invoice as "shipping/handling." Examples of additional expenses are: inside delivery, re-delivery attempts, residential delivery and lift gate requirements - all have variable charges. Loftwall cannot guarantee timeliness of freight carrier shipments but will do everything possible to understand, communicate, and meet customer expectations. Freight delays will not be expedited at Loftwall's expense nor is Loftwall liable for loss of effective business due to delays in shipment. Loftwall shall not be held liable for delays caused by strikes, catastrophes, wars, riots or another cause beyond our control.

### DELIVERY INSPECTION

**VISIBLE DAMAGE:** Customers have five business days after receipt to inspect shipments for visible damages, including those caused by freight damage. Any damages found during inspection must be clearly noted on the delivery receipt. After five days with no notification of visible damage, the customer accepts products and waives future damage claims. The carriers should be notified, and all packages left in original condition as received for inspection from the carrier. Loftwall's factory should be notified immediately. Loftwall will notify the carrier in the event of a freight damage claim.

**CONCEALED DAMAGE:** Concealed damage must be reported within 30 days from delivery to be valid. Any concealed damage reported after 30 days will not be accepted by Loftwall and is the responsibility of the customer.

## WARRANTY POLICY

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A Limited Lifetime Warranty applies to all products manufactured by Loftwall. Warranty is given to the initial purchaser and is valid for as long as the product is owned by the original purchaser. The warranty, which runs from the date of manufacture, covers defects in materials and craftsmanship found during normal usage of the product during ownership of the original purchaser. If a product is defective, and if written notice of the defect is provided to Loftwall, the company retains the option to either repair or replace the defective product with a comparable component or product. Defective product(s) shall be returned at the discretion of Loftwall, and all returns must be authorized in writing in advance including a Return Materials Authorization Number. Loftwall assumes no responsibility for labor charges. Freight charges for defective products and parts will be covered by Loftwall within the 48 continental United States with the method of shipping at Loftwall's discretion. Loftwall products are not manufactured to be load-bearing or designed to be leaned against. While products are tested to withstand reasonable tipping expectations, users should not rely on Loftwall products to be weight bearing for any reason - regardless of mounting method or anchoring type.

The Limited Lifetime Warranty applies to all products or situations except as listed below:

This warranty does not apply to damage caused by a carrier's alterations to the product expressly authorized by Loftwall. It also does not apply to "Customer's Own Material" (i.e. material supplied by the customer that is not a standard Loftwall product offering) used in the manufacturing of Loftwall products. Loftwall does not guarantee the matching of color, grain or texture accepted to within commercially acceptable standards. A product will not be considered defective and Loftwall will not be obligated to replace it, if the product is not installed or used as recommended by Loftwall.

## ORDER UPDATES

### ORDER ACKNOWLEDGEMENT

All orders are acknowledged as Loftwall interprets them. Acknowledgements are sent via email. It is the customer's responsibility to note any discrepancies on the acknowledgement from the original purchase order and notify Loftwall within 24 hours. If Loftwall does not receive a signed approval sheet or notification of any changes within 24 hours, we will assume the order is correct and are not responsible for changes or errors. This includes product details, shipping location(s), and firm ship date requirements.

### ORDER CHANGES

All requests for changes to an order must be submitted in writing. We will make every attempt to accommodate your changes. Any change to an order may be subjected to a revised scheduled ship date and/or additional charges for materials and labor or rework.

### CANCELLATIONS/RETURNS

Loftwall rapidly manufactures most of our products. Therefore, customers have 24 hours to cancel their order. There is a 50% restocking fee for standard products that are canceled after 24 hours and the product hasn't left our facility. Returned orders are eligible for a 50% restocking fee pending inspection of material for damages. Custom orders cannot be canceled after 24 hours.

### CUSTOM PRODUCTS

Loftwall offers a range of standard configurations. We welcome the opportunity to provide a custom quote based on your design or project. Please contact us for details. Loftwall cannot be responsible for space layout/design of products. We can provide recommendations based on your input - but measurements, requirements, and ideal use-case are not the responsibility of Loftwall. Custom products cannot be canceled (after 24 hours from order placement) or returned.

## ORDER PAYMENTS

### NEW ORDERS

When placing an order with Loftwall, payment in advance may be required on certain orders. All Loftwall authorized furniture dealerships will be granted a \$10,000, Net 15 credit limit automatically. Any orders that exceed that limit will require prepayment before the order will be released (see below for establishing larger credit terms). All other orders will require full payment in advance to be released. Orders must be accompanied by a State Resale/Exemption Certification or sales tax will be charged. Loftwall does not collect sales tax in all states. If you are not tax exempt and sales tax is not included in your order, you must self-assess sales tax.

All purchase orders may be placed by email - [orders@loftwall.com](mailto:orders@loftwall.com).

### OUTSTANDING PAYMENTS

Unless otherwise arranged, payment is due once order is invoiced based on the credit terms set with Loftwall. All past due accounts may accrue a monthly service charge of 1.5%. Loftwall reserves the right to withhold production, shipment or completed products due to any past due invoices or credit limit. Loftwall may review, change or cancel credit terms and/or request advance payment at any time.

### CREDIT CARD PAYMENTS

In order to keep prices reasonable, Loftwall limits credit card payments to \$5,000 per order. If a customer pays more than \$5,000 per order via credit card, a 3% convenience fee will be automatically assessed to the order. For contract sales over \$5,000 to be paid via credit card, please contact Loftwall directly at 214-239-3162.

### CREDIT TERMS

For credit terms beyond \$10,000, Net 15, customers may apply after timely payment on three Loftwall orders within one fiscal year. When applying for credit terms, the credit approval process may take up to twenty business days. Unless prepaid, orders will not begin production until approval is complete.

### ORDERS APPROVED FOR RETURNS

An RMA (Return Materials Authorization) is required for a return. All products must be packed as they were originally received and returned freight prepaid to our factory unless otherwise noted on RMA. Customers are responsible for any additional damages in transit due to improper packaging.