



## Edelman Leather Selling Policy

### TERMS AND CONDITIONS OF SALE

Sales by Edelman Leather, LLC (“Edelman Leather”) of products (hereinafter “Products”) to any purchaser (“Customer”) are made only on the terms which are contained in this Selling Policy. Edelman Leather hereby gives notice of its objection to any different or additional terms and conditions. This is expressly conditioned upon the Customer’s assent to the terms and conditions set forth below. These terms and conditions may be modified or supplemented only by a written document signed by an authorized representative of Edelman Leather. These terms and conditions supersede any prior and or contemporaneous agreements or correspondence between Customer and Edelman Leather.

Due to variations in hide sizes, actual shipping quantity may differ from your order quantity. No overage will be charged for orders that meet the following criteria: standard net pricing, standard colors and minimum order quantities. Edelman Leather reserves the right to ship +/- 10% of item footage ordered. Our leathers are not guaranteed against wearing or color fading. No claims will be allowed for labor charges under any circumstances. We are not responsible for color matching unless present stock cutting is requested. Products must be inspected carefully before cutting; no material will be accepted for claim if marked or cut.

### RESERVES

Products on hold (“Reserve”) are automatically held for ten (10) days and are subject to availability. A reserve lasting longer than ten (10) days must be requested in writing and will not exceed twenty (20) days. In all cases Products placed on reserve may be sold to other customers on a “first come, first serve” basis. Orders take precedence over reserves within 10 days; however reserves will be given the opportunity to place an order within 24 hours.

### ORDERS

Customer must order all Products by name and number where applicable. When seeking critical shade match, Customers must submit a cutting with its order; variations in shade may not be avoided. A Customer order will not be considered complete until the following information is confirmed: “Ship to” address along with final destination, price, quantity, freight forwarders details for pick up, payment requirements (including required deposits), written CFA waiver/approval and any customer special instructions.

### ORDER CONFIRMATION (PROFORMA INVOICE)

The acknowledgment or seller’s invoice is the final expression of the agreement between the customer and Edelman Leather and supersedes all prior oral and written statements regarding the order. The confirmation can be modified only in writing or reconfirmation by Edelman Leather.

Edelman Leather is sold to the nearest Quarter Square Foot (“SF”) that completes a full hide. Hides that are cut in half will be assessed a charge of \$100 for each hide. Custom product orders have special terms and conditions. Please see the Custom Order section.

### CHANGE ORDERS

Edelman Leather is not required to accept any requested change orders. However, as a general rule, Edelman Leather will accept reasonable change orders that satisfy the following conditions:

1. The request for change must be submitted in writing and received in time to be implemented.
2. Changes will be subject to additional charges for material, labor and administrative costs.

### CANCELLATIONS

Orders may not be canceled by a customer without the written consent of Edelman Leather. Substantial cancellation/re-stocking charges are applicable. Certain products are sold on a non-cancellable basis based on square footage, custom color and print.

Orders requesting special finishing are non-cancellable and non-returnable.

### TERMS

Payment terms are proforma/full payment before shipment unless previously approved for credit terms. All prepaid orders must include shipping and handling charges, and tax where applicable. If local taxes are not applied on prepaid orders, customers must complete a resale certificate, indicating their tax I.D. number. Please see Edelman Leather Credit Terms and Conditions for complete information. Until Edelman Leather receives the full payment for the Product, Edelman Leather shall have a security interest in the Product.

### CREDIT

Credit may be established based upon Edelman Leather’s written acceptance of satisfactory references. In any event, all custom orders require a minimum 50% deposit. Edelman Leather may cancel or change credit terms at its discretion and may request advance payment at anytime.

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**AVAILABILITY**

All products shown on our price list are subject to changes in availability and/or price at any time, without prior notice.

**SHIPPING**

We will ship in accordance with customer instructions. Unless the customer specifically requests complete shipments in writing, Edelman Leather may make partial shipments. Products that are ready for shipment that are delayed by the Customer more than ten (10) days are subject to a storage fee in an amount equal to, 2.5% of the applicable order amount per day. All Products are shipped F.O.B. "shipping point".

Edelman Leather is not liable for any delay or failure to deliver or perform due to strikes, lockouts or other labor difficulties or delay of sources of supply, transportation difficulties, accidents, fires, acts of God, war, terrorism or any other causes of like or unlike nature beyond Edelman Leather's control.

All Edelman Leather shipments are made on a dock to dock basis, or a sidewalk delivery. Please contact your Edelman Leather customer service representative if you require additional services, i.e. inside delivery. The Edelman Leather transportation department will determine from the ship to destination the recommended method of shipment. Edelman Leather reserves the right to select the method of shipment in all cases.

**DAMAGE CLAIMS**

All Products are carefully inspected prior to shipment from Edelman Leathers' Operations Center. Risk of loss passes to the Customer at the time of delivery to the carrier, Edelman Leather is not responsible for damages to Product in shipment or in storage. Customers, or receivers, should carefully inspect all items at the time of initial delivery and note any obvious damage incurred during shipping. For the Customer's protection, these noted damages, and any obvious or subsequently discovered concealed damage, must be reported immediately to the carrier. For all the claims relating to Product damaged in transit or for any other claims relating to or arising out of the transportation of the Product, Purchaser must seek recovery from the carrier and Seller has no liability for such claims. Seller may, upon request, assist Purchaser with filling of such claims with the carrier, but Seller will not be liable for any of these transportation related claims.

Claims based on square footage of leather will not be considered if the leather has been cut by the Customer or others. Confirmation of color and pattern is the responsibility of the Customer and cutting of the leather will be deemed irrevocable acceptance of the goods.

Any claims arising due to shortages or for any other reason, must be made by the Customer in writing to the Edelman Leather Operations Center within 10 days of initial delivery. Failure of the Customer to make a claim against carrier or notify Edelman Leather during the 10 day period shall constitute acceptance of the Products and waiver of any and all defects, errors or shortages. Our Products are not guaranteed against wearing or color fading. Edelman Leather is not responsible for color matching unless present stock cutting is requested.

*EDELMAN LEATHER MAKES NO WARRANTY EXPRESS OR IMPLIED, AS TO DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER, WITH RESPECT TO ANY LEATHER OR PRODUCT WHICH EDELMAN LEATHER SHALL SUPPLY.*

*IN NO EVENT WILL EDELMAN LEATHER BE RESPONSIBLE FOR LABOR CHARGES OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER'S REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND THE LIABILITY OF EDELMAN LEATHER WITH RESPECT TO THE BREACH OF THIS AGREEMENT OR ANY CONTRACT ENTERED INTO BETWEEN THE PARTIES PURSUANT HERETO SHALL NOT EXCEED THE PRICES OF THE PRODUCT ON WHICH SUCH LIABILITY IS BASED.*

**RETURNS**

No merchandise may be returned to Edelman Leather without Edelman Leathers' prior written consent and any returns must be in accordance with Edelman Leather's shipping instructions.

No returns will be accepted unless authorized within thirty (30) days of receipt of merchandise. All authorized returns must be sent back in the same matter that the customer received the product. If the Product is returned in an un-sellable condition, as determined by our Operations Center the return will be disallowed.

Returns will be subject to shipment and handling charges, and must be made F.O.B. Edelman Leather designated destination. In addition, substantial restocking charges may be applicable.

Returns of excess Product not utilized on installations will not be authorized or accepted under any circumstances. Discontinued or highly discounted Products are non-returnable.

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**CUSTOM ORDERS**

Edelman Leather has the resources to create unique custom made leather for upholstery, furniture covering, walls and floors.

For all custom orders the Customer must agree to accept a maximum overage or underage of 10% of the accepted quantity ordered. Custom leather orders will be confirmed exclusive of the 10% potential overage or underage. Invoices will reflect actual square footage shipped.

Custom orders may not be canceled. There is a custom color charge (current custom fee) that will be applied with each custom color ordered. This charge is applied to all custom color orders and any potential re-orders.

Pricing on all custom orders is independent of any published price for standard Products and will be quoted by request.

100% Pre-payment is required to begin production of custom orders. Strike -offs, when requested, are \$500 per color.

Custom Product orders will not be processed without a signed approval accompanied by a physical sample of the custom leather. Please contact your Edelman Leather Representative or Customer Service.

All strike-off lead times are based upon receipt of color direction to our customs department.

Custom minimums are based on the standard leathers available. If there are any deviations from the standard, other minimums apply.

Please contact your Edelman Leather Representative or our Customer Service department regarding custom capabilities for our leathers.

**COMPLIANCE WITH LAW**

*PURCHASER IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, ORDINANCES, REGULATIONS, RULES AND STANDARDS RELATING TO THE INSTALLATION, MAINTENANCE AND USE OF THE PRODUCTS.*