

Order Process

Freight Programme

Terms & Conditions

Warranty

Maintenance

USA Terms & Conditions

From 7th March 2024

Ordering Process and Freight Programme

All orders need to be placed with:

Area International Furniture Limited

sales@areainternationalusa.com

Tel: 00 44 1926 831631

To Place Orders Please Confirm The Following:

On Your Purchase Order -

- ◆ Quantity
- ◆ Product code
- ◆ Product finish
- ◆ Upholstery / Fabric manufacturer / Fabric product range / Fabric product code and description
- ◆ Purchase order number
- ◆ Ship to address / Contact name / Contact telephone number / Contact email
- ◆ Shipping address Tax ID Code
- ◆ **MINIMUM ORDER VALUE MUST BE OVER \$1,500 NET**

Payment Terms

- ◆ All payments to be made by wire transfer / Area International Furniture Limited do not accept cheques or credit cards.
- ◆ Full payment must be made before orders go into production. Lead time will start once order is in production and all outstanding balances have been cleared.
- ◆ If items are not illustrated on the website or listed in the current USA Retail Price Book, full proforma payment will be required.
- ◆ Lead time commences from receipt of cleared funds.
- ◆ COM Fabrics coming to the UK incurring duties must be paid before goods can be released.
- ◆ Order will not be put into production until all COM fabrics have been received in full to complete the purchase order. Customer is responsible for ensuring that the correct quantity of fabric has been sent .

Additional Costs

- ◆ Storage costs of either carrier or Area International Furniture Limited are not included in prices and will be subject to additional charges.
- ◆ Charges will be incurred from failure to receive a shipment, or for rerouting a shipment after it has been shipped.

Lead Times

- ◆ Estimated lead time for the west coast is 10 - 12 weeks from receipt of payment or customers own material (COM) fabrics being delivered to Area International Furniture.
- ◆ Estimated lead time for the east coast is 10—12 weeks from receipt of payment or customers own material (COM) fabrics being delivered to Area International Furniture.
- ◆ Summer shut down and Christmas / New Year lead times will be extended, please take this into consideration when ordering.
- ◆ COM Orders will not be put into production until all COM Fabric has been received, the lead time will then commence once the order is put into production.
- ◆ Products cannot be split between COM and Graded in fabrics.

Freight Cost

- ◆ Discounts will be discussed with your rep group or directly with Area International Furniture Limited.
- ◆ All orders will incur a 20% freight charge added to the net value of order.
- ◆ Direct deliveries to dealers customer, will incur an additional 15% surcharge for order value under \$10,000 net, for orders values over \$10,000 net a 10% surcharge and order values over \$50,000 net a 5% surcharge. Direct delivery surcharges are applicable on top of standard freight charges. If the order is of large quantity this may be waived at the discretion of Area International Furniture.
- ◆ Orders not delivered to mainland North American will incur additional freight costs.

Terms and Conditions of Sale

1. Unless prior to written agreement to the contrary these terms shall be incorporated as conditions of any order, quotation or contract by Area International Furniture Limited.
2. In the event of variation or suspension of work by the purchaser's instructions or lack of instructions the contract price shall be adjusted accordingly upwards.
3. Prices are based on the current price lists unless they are changed by specific agreement in writing. The current price lists will be dispatched to the purchaser prior to any order having been made. In the event of cancellation by the purchaser Area International Furniture Limited reserves the right to claim the costs of any time and any other associated costs suspended as a result of the order being placed by the purchaser prior to the cancellation occurring.
4. All orders will incur between 10% to 20% freight charge to be added to the net value of order. Freight charge and discounts will vary depending on the total value of the order.
5. Notification of no delivery, shortages or breakages must be made in writing within 48 hours from receipt of goods. The risk is the goods shall pass on delivery to the purchaser.
6. No monetary refunds will be given and no consequential losses will be claimable. Within 28 days of discovery by the purchaser of any defects in the goods supplied by Area International Furniture Limited the purchaser must make a written request for replacements, failing which no replacement will be made.
7. When a refund/compensation offer is made by Area International Furniture Limited, the amount offered expires after 10 working days without written acceptance by the purchaser.
8. Where the purchaser requires Area International Furniture Limited to supply goods made with material supplied by the purchaser the period by which such goods should be delivered and produced will commence from receipt of such material, deposit and time shall not be of the essence.
9. Area International Furniture Limited shall not be held responsible where the purchaser arranges his or their own transport before a period for delivery is agreed and any consequential costs as a result thereof will be payable by the purchaser.
10. Production by Area International Furniture Limited will not commence until cleared funds are received as agreed by both parties.
11. Area International Furniture Limited will be entitled to assign, subcontract or sublet any contract.
12. All contracts will be construed and operate in accordance with the law of England and Wales.
13. Goods supplied by Area International Furniture Limited will remain the sole and absolute property of Area International Furniture Limited as legal and equitable owner until such time as the purchaser shall have paid to Area International Furniture Limited the full amount of the price of the goods together with the full price of any other goods and the subject of other contract with Area International Furniture Limited.
14. Notwithstanding that the goods shall remain the sole and absolute property of Area International Furniture Limited the purchaser shall assume the risk in the goods and shall insure to the goods for their full market value.

15. Area International Furniture Limited does not accept any responsibility for electrical or work installation which Area International Furniture Limited's own personnel do not supervise. All electrical installations must be undertaken by a competent qualified electrician.
16. Products containing the purchaser's own material will not carry a warranty on the material. These materials are subject to the original manufacturers warranty only.
17. Order cancellation following receipt on an official purchase order, following a 48 hour period and before payment has been made is liable for full value of the order.
18. Products incorrectly ordered by the purchaser, no refunds will be given.
19. Sample requests may be subject to invoice if not returned in the specific time and/or in poor condition.
20. Area International Furniture Limited is not responsible for any furniture hired by purchasers, labour costs and freight costs if order is delayed for any length of time.
21. Product Net Cost does not include installation or removal of packaging.
22. Area International Furniture Limited will not provide cash refunds, instead a credit note totalling the order value will be created and will be valid for 12 months from the date of issue.
23. Each request for sample products will be evaluated on individual merit. Samples will be issued upon agreement of an official quotation between Area International Furniture, the Area Representative and the end user.
24. Orders not delivered to mainland North American will incur additional freight costs
25. Any late deliveries due to freight company delay, bad weather, unforeseen circumstances, Area International will not be held responsible. If the customer subsequently cancels the order while the goods are in transit no refund will be given
26. Receipt of COM fabric into the UK will incur tax & duty costs. Customer to advise on the cost of fabric per yard so this can be calculated and added to the purchase order total. Any Tax and Duties Incurred will be added to the final payment before goods are sent.
27. In regard to COM Fabric; Once payment has been received fabric must be received in full for the purchase order within 15 working days. If not received balance of payment for the purchase order will become due before work commences on the order.
28. Minimum net order value of \$2,000. Orders less than £2,000 net will not be processed unless authorised for a specific project for instance sample orders.
29. If the graded in textile supplier/manufacturer does not have the correct yardage of fabric in stock to complete the customer's order, Area International Furniture Limited reserves the right to hold the order until complete stock is available. This may affect lead times which Area International Furniture Limited cannot be held responsible for.

Warranty

Area International Furniture Limited warrants that its manufactured products are free from manufacturing defects in materials or workmanship for a period of ten years, from date of delivery on all seating ranges. The warranty applies only to usage based on a standard 8 hour day & 5 days per week.

Area International Furniture Limited will repair and replace at their sole discretion with comparable free of charge materials / components which fall under normal use in a single shift environment, as a result of a defect in the materials and / or workmanship.

Exclusions

The Area International Furniture Limited Warranty does not include the following:

- ◆ Deterioration / Failure due to normal 'Wear and Tear'.
- ◆ Failure to assemble product correctly and in line with manufacturer instructions and guidelines.
- ◆ Unauthorised modifications made to any Area International Furniture Limited product.
- ◆ If products are re-sold or used as second hand.
- ◆ Natural variations in the appearance of wood / its grain or colour.
- ◆ Changes in veneer appearance resulting from the misuse of cleaning materials and methods / damage from sharp objects / imprinting from writing implements.
- ◆ Natural variations in leather—its marks, scars and wrinkles.
- ◆ Product scored / exposed to extreme operational conditions.
- ◆ Consumable components such as fuses / lights / lamps / transformers etc.
- ◆ Non standard fabric / finishes or veneers used. Area International Furniture Limited will check the manufacturing quality of COM and provides no warranty for the finish / fabric itself.

5 Year Warranty

The warranty applies only to usage based on a standard 8 hour day & 5 days per week.

- ◆ All polypropylene stacking chairs, to include metal and wooden frames.
- ◆ Writing tablet arms.
- ◆ Gas height adjustments and mechanisms.

3 Year Warranty

- ◆ All power and data / electrical inserts on any Area International Furniture Limited product.

1 Year Warranty

- ◆ All outdoor products including seating and tables on any Area International Furniture Limited product.
- ◆ All banquet chairs; steel, aluminum frame and accessories. COM fabric on any Area International product does not have any warranty.

Fabric

Area International Furniture Limited does not offer any warranty on their graded in fabric, only that on the manufacturers recommended warranty. Please check their terms and conditions.

COM fabric on any Area International product does not have any warranty.

Area International Furniture Limited's warranty is none transferable.

Area International Furniture Limited shall be under no liability whatsoever for any consequential damage, loss or other expenses whether arising out on contract, negligence or otherwise.

Maintenance

Flame Retardancy

Fabric: See Manufacturer's specification for details. Please contact the Sales Department if you require it to meet a higher specification.

Foam: Combustion modified high resilience foam resists ignition source BS 5828 Part Two.

Chrome Plating

Unless stated in product descriptions Bright Chrome is specified as standard. Satin Chrome is also available on request as an option at additional cost, and extended lead time.

Metal Finishes

Please specify the epoxy polyester powder required from our standard range. Please refer to Sales Office for alternative colours, please contact the Sales Department for availability and additional costs.

Customers Own Material/Customers Own Leather

To confirm your exact requirements, please contact the Sales Department. Customers own material (COM), subject to suitability can be supplied. Any special instructions including pattern direction on a product must be in writing and attached to the order. In the absence of such written instruction, cutting and application will be carried out at Area's discretion. To price a COM product use the Band 1 price. For customers own leather (COL) please contact customer service for prices and quantities.

Care & Maintenance

Periodic maintenance is necessary to ensure long term durability and customer satisfaction. All products should be closely inspected each month. If any item shows any sign of structural failure it should be taken out of service immediately.

Chrome Frames - Clean chrome with a good grade Chrome cleaner to maintain bright finish. Occasionally Chrome leakage can occur on products that have just been delivered, again clean with cleaner to eliminate.

Epoxy Powder Frames - Clean using a damp cloth with mild solution of soap and water.

Plastic/Felt Feet - Need to be inspected and replaced if worn.

Wooden Seating and Tables - Wood is a natural product and owes its inherent beauty to the variations in colour, texture and grain which are not considered defects. Because of this, Area cannot guarantee the exact matching of any of the wood items. Area is also not able to guarantee matching of colours between batches, as wood ages naturally through time and exposure to sunlight. A thorough inspection should be made monthly to ensure that the joints have not become too loose. Take out of service immediately if this has occurred. Joints may become loose when people continually rock back and forth. Wood can be cleaned with a water soluble solution to remove build-up of grease and grime (remove any excess water immediately). Wood products should not be subjected to extreme temperatures, particularly heat, moisture and direct sunlight.

Fabric - Please follow specific manufacturing guidelines on the cleaning of fabric. Cleaning with the wrong substance could damage the fabric.

Leather - Can be cleaned with a mild saddle soap.



Area International Furniture Limited pursue a policy of continuous improvement and reserve the right to introduce modifications when required and to withdraw models without previous notification.