



Terms and Conditions

This document governs your business relationship with Gabriella White and its affiliated brands (Summer Classics, Gabby, Wendy Jane, Private Label). We continually strive to simplify our business transactions which will result in periodic changes to this document. Please review our terms and conditions periodically to ensure that you are abreast of any changes that have been made.

ORDERS-PRICING

Order minimums and volume discounts are established independently for each Gabriella White company and customers will have separate accounts for each. Please consult with your sales representative for program specific pricing information. Gabriella White customers are required to provide a business license and/or resale certificate as required by the state in which the business is operated. Any tax imposed by federal or state governmental authority on the sale of goods referred to on said invoice, shall be borne and paid by the customer.

Orders are considered to be confirmed when submitted and will be processed immediately upon receipt. If an order is unable to be processed within thirty (30) days of receipt due to missing or incomplete information or credit failure, the order will be cancelled. Custom orders may not be changed or cancelled once submitted. All requests to change or cancel orders must be submitted in writing and may only be accepted before the order is "pending shipment." Once an order has reached this status no further changes are possible.

Prices are subject to change without prior notification. No pricing changes may be made to an order once it has been confirmed and credit approved. Orders on credit hold must be credit approved within 2 weeks of a price change. In the event a product is listed at an incorrect price due to typographic, photographic, or technical error, Gabriella White will honor up to 20% off the correct pricing.

This acknowledgment of our terms and conditions constitutes the acceptance of Gabriella White's warranties and is a contract between your business and Gabriella White. No variation or changes in the conditions stated herein is applicable unless acknowledged in writing by an authorized representative of Gabriella White. Gabriella White reserves the right to change or modify any of the terms contained in this document at any time. Any such modifications will immediately become effective upon posting of any changes. Acceptance of delivery of goods shall be deemed conclusive evidence of the customer's acceptance of these terms and conditions. Gabriella White reserves the right to refuse to do business with any customer at any time if the terms and conditions outlined are not adhered to or when it is deemed to be in the best interest of Gabriella White.

GABRIELLA WHITE CUSTOM-MADE ITEMS

Custom Cushions, Contract Slings and Cabanas, Custom Tailored

- All custom item sales are final once the order has been confirmed.
- A 50% deposit is required for orders \$2000 or more and 100% payment is required for orders less than \$2000.

- For **wholesale** customers paying by check, orders shall be paid in full before production begins.
- Summer Classics **contract** customers' payments should be arranged prior to production unless credit terms have already been established.
- Upon the completion of a Summer Classics Upholstered or a Gabby Custom-Tailored order, you will be notified of any balance due and will have forty-eight business hours to provide final payment. If payment is not received within forty-eight business hours your order and any payments/deposits will be forfeited.
- Summer Classics Upholstered and Gabby Tailored orders will ship directly from North Carolina when ready and cannot be consolidated with other orders.
- Summer Classics Upholstered and Gabby Customer Tailored orders with stocked fabric and COM fabric will not start production until all COM is received.
- Customer Owned Material (COM) orders will start production once all fabrics and the COM form have been received and processed. See Summer Classics or Gabby COM order form for requirements.
- Please confirm fabric availability at time of order. Fabrics not in stock may be subject to extended lead times.

FREIGHT

Any time or date stated herein or otherwise identified by Gabriella White or any of its agents or employees for shipment or delivery is given and intended as an estimate only. Gabriella White does not guarantee any shipment or delivery date. Accordingly, Gabriella White shall not be liable for any damages or fees of any nature arising directly or indirectly out of delay in shipment or delivery.

Freight – Freight charges appear separately on your invoice. Customers have the option to participate in the Gabriella White "Prepaid and Add" Freight Program or may choose to be "Customer Routed" and coordinate shipment of their orders with the carrier of their choice. Customers who are located in close proximity of a Gabriella White distribution centers may be afforded the opportunity to pick up orders direct from Gabriella White. For additional information on your shipping options please contact your sales representative or a member of our customer success department.

- **Fragile items**, such as teak and super stone, require shipping with specialized furniture carriers. This specialized method may add several days to delivery times. Although not recommended, Gabriella White will ship this product via non-specialized carrier with the completion of a damage waiver.
- **Residential Address Deliveries** – Residential delivery must be specified at the time of order entry. Residential delivery is defined as delivery to the resident's door or threshold. Any business that does not have an elevated dock or that is located in a non-commercial area is considered to be residential by transportation carriers. Additional fees apply and will be reflected on your final order acknowledgement.
- **White Glove Delivery**- Includes delivery, unpacking of goods, assembly, item placement and removal of packaging debris and must be requested at the time the order is submitted to Gabriella White. Additional fees apply and will be reflected on the final order acknowledgement.
- **Customer Pickups** – Customers approved for our pickup program may pick up from Gabriella White distribution centers in Pelham, AL; Montevallo, AL; Claremont, NC and Irvine, CA*. Product may not be combined at one location and will need to have your pickup scheduled separately. When the order is ready you will receive a notification email from Gabriella White. This email will contain a link to our scheduling page so you may schedule your appointment at your convenience. Customers have five business days to schedule pickup appointment via provided link once notification email is received. Our scheduling calendar is configured such that your pickup appointment can be no longer than five business days. The pickup appointment should be scheduled no sooner than 48 hours prior to the pickup day of your choice. Pick up should occur at the scheduled time. A \$100 fee will be charged to your account for any orders picked up without a scheduled appointment. Any orders not scheduled for pick up within five business days or pickup does not occur upon the scheduled date will have the shipping method automatically changed to "Best Way" and shipped under our Prepaid and Add program to the billing/sold to address on file and freight charges will be added to your invoice. If there is no street address on file product will be returned to inventory and allocated to the next order in line. A 35% restocking fee will be charged to your account and payment in full will be due for any custom items on the order. Valid

photo ID is required for all customers pick up orders. Failure to abide by the guidelines outlined may result in removal from the pickup program.

All products should be verified by count and inspected for visible damage at the time of pick up. If an overage, shortage, or damage is found please notate it on the shipping paperwork. If visible damage is found, open said item(s) to verify condition of product and notate such on your shipping documents. **Please contact our OS&D department within five business days (as outlined by the NMFTA-National Motor Freight Traffic Association) of your pickup to notify us of any concealed damage(s) at osandd@gabriellawhite.com.**

- Partial shipment: Any items not in stock will be backordered. Available product will ship at our discretion unless “ship complete” has been specified at order entry.

**There is a \$75 shipping charge for orders picked up at our Irvine, CA distribution center.*

PAYMENT TERMS

Prepaid (Check, Credit Card, Debit Card, or Wire Transfer)

- A 50% deposit is required for orders \$2000 or more and 100% payment is required for orders less than \$2000.
- For custom made orders deposits are required and orders are to be paid in full prior to shipping.
- For customers paying by check orders shall be paid in full before production will begin.
- Summer Classics contract orders shall be paid in full prior to shipping unless other arrangements have been made at the time of order entry.
- If paying by credit card, you may provide a credit card for each order at time of ordering or may submit a credit card to be kept on file for payment on all orders. Credit cards will be kept on file until the date of expiration on the card.
- Any orders for which payment has not been received within 30 days will be cancelled.
- Payments which require incremental processing will be subject to the following fees:

\$25 – two consecutive failed attempts to process credit card payment

\$25 – payment type change after payment has been processed

\$50 – check payments returned to us by your financial institution

Credit Terms

- **Wholesale** customers who qualify with a Gabriella White approved factor – Net 30 days.
- **Contract** customers who qualify for Gabriella White in house credit – Net 30 days.
- Container order terms are 50% deposit and Net 30 days on balance.
- Payment arrangements for **contract** orders should be made prior to shipping.
- Unpaid account balances may lead to your account being placed on hold and/or sent to collections by Gabriella White or Gabriella White factors. A service charge of 1-1/2% of the total unpaid balance will be added for each 30-day period that an account is in default. All such costs of collection of the unpaid balance then due, including attorney’s fees, shall be borne, and paid by customer.
- Gabriella White reserves the right in addition to all other remedies, either to terminate your agreement or suspend shipment or delivery of all orders.

FREIGHT DAMAGES, OVERAGES OR SHORTAGES

- Please inspect your shipments for accuracy and/or damages at the time of delivery. Visible carton damage, shortages and/or overages should be noted on the delivery receipt. Customers whose orders ship via prepaid freight should notify Gabriella White within five business days of delivery (as outlined by the NMFTA-National Motor Freight Traffic Association) by contacting the OS&D Coordinator at osandd@gabriellawhite.com. The OS&D department will coordinate with the freight carrier and the Gabriella White claims team on behalf of the customer and ensure that the necessary credits and replacement orders are processed.

- For orders shipped via customer routed shipping methods, the shipping contract is between the customer and the shipper, therefore it is the customer's responsibility to file damage, overage or shortage claims with the freight company. A replacement order will need to be placed with a Gabriella White customer service or sales representative and the customer is responsible for paying for this replacement order and any freight charges associated with the order. Gabriella White will aid the customer in expediting the replacement order when possible.

RMA Procedures

The following links should be used for any claim or return inquiries:

Wholesale customers: <https://summerclassics.com/trade-returns>

Contract customers: <https://contract.summerclassics.com/contract-services/return-merchandise-authorization-request>

eCommerce or online customers: <https://summerclassics.com/returns-exchanges>

- All goods, including those produced to meet an exact specification, shall be subject to tolerances and variations. No allowances will be given on merchandise that shows evidence of consumer abuse.
- For products Gabriella White finds to be defective, Gabriella White will supply repair parts, replace, or provide an allowance for local repair at our discretion for a period as outlined in our warranty.
- Returns of merchandise for any reason shall be pre-approved through the issuance of an RMA number. RMA submissions are processed within three business days of receipt. Upon approval the customer will be instructed to return, donate, or destroy the merchandise.
- Returns for reasons other than freight damage (prepaid freight orders), product defect or error by an agent or representative of Gabriella White are subject to a 35% restocking fee and the customer will be responsible for any freight fees incurred. Gabriella White is not responsible for any shipping fees associated with the delivery of the original order or shipping fees, receiving fees, white glove fees, repackaging fees, etc., on any returns or replacements due to any issue other than concealed damage, product defect or error by an agent or representative of Gabriella White.
- If an RMA is processed for return of an item, a replacement will be shipped out and an invoice for this item is created. Gabriella White will issue a call tag for the return of the merchandise. Upon notification that the merchandise has been returned to Gabriella White, a credit memo will be applied to your account for this invoice. It is important that each item returned be clearly marked with the RMA number to facilitate the prompt and accurate processing of your return. Please return products at your earliest opportunity. Customers will be responsible for payment of this invoice if the return merchandise is not received within 30 days of the delivery of the replacement items.
- If the RMA was issued for credit or if item/s was requested to be destroyed, this credit memo will be applied on your account immediately.
- If your original invoices for product ordered are factored at one of our approved factors the cost of returned merchandise should not be deducted from your payment to the factor. Doing so may jeopardize your account. The customer is responsible for forwarding any replacement invoices or credit memo to the factor.
- If product is no longer available for purchase due to product being dropped from our line Gabriella White reserves the right to issue a credit to your account to be used towards future purchases or replace the dropped product with available product of similar design. All purchases of discontinued

or not first quality merchandise purchased at a Gabriella White outlet and/or retail location are sold "as is" and are not covered by warranty.

- EXCEPT AS OTHERWISE EXPRESSLY SPECIFIED HEREIN ANY AND ALL WARRANTIES IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANT LIABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. No condition, description representation or warranty made by or on behalf of Gabriella White, or by any of its agents or employees, not stated herein shall be binding upon Gabriella White or from part of this contract. In no event shall Gabriella White be liable for any incidental or consequential damages of any nature whatsoever resulting any way from Gabriella White's performance or non-performance of this agreement.

See the full Gabriella White warranties for additional details, requirements, and exclusions.