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## Terms

Order Acknowledgment and payment confirm agreement with Terms & Conditions, including all sales and orders made directly with Phase Design, any and all retail partners, dealers, representatives, or anyone acting as an agent of Phase Design. It is the responsibility of the customer to review Terms & Conditions in full. Any other terms and conditions which may at any time be indicated in the customer's order form or otherwise, shall be null and void and of no effect, even if not expressly objected to by Phase Design.

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## Payment

Phase Design requires a fifty (50) percent deposit of the cost of goods sold prior to commencement of order. Balance and shipping costs are due upon completion of production, prior to shipment. Balances and shipping costs are due within one (1) week of request. All charges must be paid in full before the goods will be released to the customer for shipping or packing. All payments to Phase Design shall be in U.S. dollars.

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## Pricing

All prices are FOB North Hollywood, CA 91601. Pricing and specifications are subject to change without notice. Pricing shall be in U.S. dollars. Unless otherwise noted, pricing does not include the cost of fabric, shipping or delivery, boxing or packaging, crating, storage, or tax if applicable. In the event that pricing differs between pricing lists, invoices, or quotations, Phase Design reserves the right to clarify and determine final price. Additional charges may apply if customer's specifications differ from Phase Design's standard offerings.

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## Lead Times

Standard lead time for orders is eight- ten (8- 10) weeks from receiving deposit payment until an order is "completed" and ready to ship. Some products may have a greater lead time, which will be specified when quoted and invoiced. All lead times are estimated, and may be subject to change. Production of orders will not begin without receiving fifty (50) percent deposit payment. All orders may be subject to delays. Any ship date or delivery date specified by Phase Design will be deemed to be estimates only. Phase Design is not liable for failure to ship by the acknowledged shipping date or any other date. Phase Design is not liable for any delays whatsoever. Phase Design is not liable for loss of use or for any direct, indirect, or consequential damages resulting from delay regardless of the reason(s).

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## Shipping & Delivery

Third party shipping will be arranged by Phase Design from selected carriers, unless otherwise specified by the customer and approved by Phase Design. All associated freight costs (boxing, packaging, crating) as needed for the order, are the responsibility of and shall be paid for by the customer. Domestic orders primarily ship blanket wrap, unless otherwise specified. Complete shipping instructions should be given at the time the order is placed. If special shipping or delivery methods are requested, the customer is responsible for any extra cost. Shipping rates quoted are for an order shipped as a whole; if a split-shipment is requested, the customer is responsible for the additional shipping cost. Customer is responsible for any extra shipping costs accrued due to unknown features of delivery destination. Orders will not be released for shipping until balance payment and shipping costs have been received. Phase Design is not responsible for delays caused by third party shippers. Customer assumes the risk of loss or damage to orders upon shipment from Phase Design. All ship dates and delivery dates are approximates and estimates only.

International orders are sent out to a third party packing company and freight is arranged from Phase Design's selected freight forwarder. For countries in which our freight forwarder has a local agent, international shipping is primarily quoted either Door-to-Door, Delivered Duty Unpaid (DDU), in which case the quoted freight charges include customs clearance and local delivery, but excluding duties, taxes, and VAT. For countries in which our freight forwarder does not have a local agent, international shipping is quoted Door-to-Airport, Delivered Duty Unpaid (DDU), in which case the quoted freight charges excludes customs clearance, local delivery, duties, taxes, and VAT. The customer may arrange freight separately, with the approval of Phase Design, and with Ex Works terms and a will call pick up.

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## Freight Damage & Claims

It is the customer's responsibility to inspect all products upon receipt and file any claims with the carrier. If products are received damaged, a written exception should be made on the Bill of Lading. No delivery should be refused. Damage should be photographed immediately. A copy of the Bill of Lading, any additional delivery documentation, and the photography, must be provided to Phase Design. Failure to make claims within (7) business days from the date of delivery, shall constitute acceptance of the products and waiver any claims of defects errors, or shortages. Should a freight claim require the procurement of additional or replacement COM/ COL fabric or leather, it is the customer's responsibility to supply the additional material.

In the event of damage, Phase Design will incur no responsibility or liability for delays, damage, or loss at the fault of third-party shippers. The carrier assumes all responsibility upon collection of goods. The customer assumes all responsibility upon acceptance of goods.

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## Ready Order

Ready orders will be shipped as scheduled and cannot be held. Balance must be paid in full and shipment arranged within one (1) week or acknowledgment of an order as "completed." Phase Design is not responsible for holding ready (completed) orders. If an order cannot be accepted when ready, Phase Design reserves the right to transfer partial or complete orders to storage, at the customer's expense. Customer is responsible for all charges relating to storage, including but not limited to transfer and transportation, storage, and insurance costs. Customer bears all risk of loss or damage of all partial or full orders in storage.

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## Order Changes & Cancellations

Under no circumstances may an order placed with Phase Design directly, or with any and all retail partners, dealers, representative, or anyone acting as an agent of Phase Design, be changed or cancelled once deposit payment has been received and production has begun. Any attempt by the customer to unilaterally revoke acceptance of an order for any reason, shall constitute a breach of these Terms & Conditions.

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## Returns

No returns or exchanges will be accepted for any reason other than when Phase Design determines an order to have a manufacturing defect. Returns or exchanges will not be accepted by Phase Design directly, or through any and all retail partners, dealers, representative, or anyone acting as an agent of Phase Design.

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## Upholstery

All Phase Design upholstered pieces are priced "COM/COL" and do not include the price of fabrics. Yardage requirements are available in the pricing list, on tear sheets, and on quotations. Customers are free to source fabrics, or Phase Design may make suggestions when requested. Leather and suede will incur an additional surcharge unless otherwise noted. COM/COL fabric yardage must be delivered to Phase Design at the customer's own expense. COM/COL yardage requirements listed are based on fifty-four inch (54") wide fabric, with no repeat. Fabrics which have a repeat that must be matched will require more yardage, and are subject to an additional surcharge. All COM/COL will be cut and applied at the discretion of Phase Design. Phase Design will make every effort to accommodate customer requests for the directional application of fabrics, but does not guarantee that it will be fulfilled. COM/COL fabric yardage must be delivered to Phase Design within three (3) weeks of receipt of deposit payment. Delays in receipt of COM/COL material will result in adjusted lead times. Any COM/COL fabric yardage which will not be delivered within three (3) weeks must first be noted and approved by Phase Design at the time of deposit payment. Unused COM/COL fabric will not be returned to the customer unless specifically requested in writing, and only at the customer's own expense. Phase Design is not responsible for lost or damaged COM/COL fabric. Phase Design reserves the right to reject any COM/COL fabric yardage that it considers unsuitable. Phase Design makes every effort to accurately predict the yardage or sq. ft. required for each order, but in the event that additional COM/COL yardage is required, it is the customer's responsibility to supply the material.

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## Flammability

It is the responsibility of the customer to advise Phase Design of the local fire code regulations and requirements for final shipping and installation destination at the time of order placement. All upholstered goods meet California Technical Bulletin 117 regulations. Please contact us should California Technical Bulletin 133 regulations be required.

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## Design, Measurements & Weight

Measurements and weight are approximates only and subject to change without notice. Phase Design reserves the right to make reasonable changes in design, dimensions, and/or construction without notice. Reasonable changes will not alter value, functionality, or overall appearance. Photography is representative only, and may be subject to slight variation in appearance and reasonable changes in design from actual product.

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## Finishes

Products that are available in solid wood or wood veneers will be finished in standard Phase Design finishes. Finishes may vary slightly due to the natural characteristics of the material. No absolute match is implied or guaranteed. Phase Design does not consider these natural characteristics to be defects, and therefore merchandise will not be replaced because of these natural characteristics. Commercially acceptable variations or irregularities of color, surface, grain, or texture may occur.

Variations and minor changes to finishes may be seen with time, due to normal use.

Samples are representative of the material to be used in the design and production of the finished goods, but may not indicate an exact match. Some variation may occur.

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## Warranty

Phase Design merchandise is manufactured under the highest standards of design and manufacture, and is warranted to the original customer to be free from defects in material and workmanship for a period of three (3) years of single shift service from the date of delivery, under normal use and under conditions for which the product was designed. Custom and customized products are warranted to the original customer to be free from defects in material and workmanship for a period of one (1) year of single shift service from the date of delivery, under normal use and under conditions for which the product was designed. Planters are warranted to the original customer to be free from defects in material and workmanship for a period of two (2) years of single shift service from the date of delivery, under normal use and under conditions for which the product was designed. During this period, Phase Design will repair, or at its own option, replace free of charge, such merchandise as shall prove to be defective.

This warranty does not apply to damage resulting from shipment, accident, misuse, tampering, negligence, abuse or normal wear and tear. This warranty does not apply to products which have been modified in any way. Phase Design is in no way responsible for performance of any fabric or leather, and does not warrant fabrics, leathers, suedes, vinyls, or any other material used to upholster the merchandise. This warranty does not extend to color, grain, marks, voids, or texture of natural materials such as wood, marble or leather, because of the natural variations over which Phase Design has no control. Phase Design does not warrant matching of color, grain or texture, except as specified on the order confirmation. Phase Design does not warrant products that are exposed to extreme environmental conditions or colorfastness due to prolonged exposure to direct sunlight or age.

This stated warranty contained herein are in lieu of all other warranties expressed or implied, including any warranties of merchantability and fitness for particular purpose and all other warranties arising from course of dealing or usage of trade.

The foregoing shall constitute Phase Design's sole warranty and exclusive remedy of customer.

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## Intellectual Property Rights

All products shown by Phase Design, are, and remain, the property of Phase Design, with the sole right reserved to manufacture and to distribute. Under no circumstances does the purchase of goods grant the transfer of ownership of design, or the right to reproduce the designs in any way. Any reproduction of the products constitutes an infringement of copyright laws and will be subject to prosecution.