

Samuel S. Case Cabinetmakers

“To the Trade” Application and Agreement

Date _____

Name _____

Title _____

Legal Company Name _____

Type of Company (please circle one) Sole Proprietorship Corporation Partnership

Office Phone _____ Home Phone _____

Fax _____ Cell Phone _____

Mailing Address

E-mail _____ Web Site _____

“TO THE TRADE” TERMS AND CONDITIONS

1. Full Service.

While we do offer a trade discount, we do not reduce the level of service to your clients. Our normal warranty and customer service policies that apply to our retail clients also apply to your clients. Delivery to your client’s home in the Washington DC area is included in the showroom purchase price on orders over \$1,000.00. Delivery outside the DC area is included in the Internet prices. The Internet prices are slightly higher than showroom prices. If your client is going to take delivery outside the DC area, please make sure they know that the higher Internet price applies. We can store furniture in our warehouse if your client is not ready for it, however the balance due must be paid before it goes in storage.

2. Delivery Times

When you place an order the sales ticket will have an estimated completion time. This is an estimate only. The furniture may take longer or be ready sooner. We do not accept orders with deadlines. For orders outside of the DC area, delivery in the Eastern US takes an additional 1 to 3 weeks after the order is completed. Delivery in the Western US will take 2 to 6 weeks for delivery after the order is completed.

3. Two ways to use our products

We offer you two ways to offer our products. Option A- You may purchase from us at a discounted price and resell the products to your client at any price you choose as long it is not below our list price. Or Option B- your client buys from us and you receive a commission from us after the product is delivered. Both are explained below.

a. Sales to your Company- Option A

All sales tickets, contracts, and related documents must be in your company name. We will not accept orders from you in the client's name or with both names. We can add the clients name as a side mark at the bottom of the ticket, however the contract is with you, not your client. Any cancellations or changes must be made by you. The sales ticket will show your final discounted price.

b. Sales directly to your client- Option B

If you prefer to have your client purchase directly from us you may do so. Your client pays the list price and you receive a commission after the order is delivered and paid for by your client. Commission checks are sent once a month. All sales tickets, contracts, and related documents must be in your client's name. We will not accept orders in both yours and the client's names. We can add your name as a side mark at the bottom of the ticket, however the contract is with your client, not you. Any changes, or cancellations must be made by your client. The sales ticket will show the amount paid by the client. The pre sales tax amount is what your commission is based on.

For you to qualify for the commission, you must notify us that this person is your client on or before the day they make a purchase. This notification is good for 90 days. If you are still working with the client after 90 days, you must re-notify us in order to earn commission on any new sales.

4. Payments

On most orders a 50% deposit is required at time of order for special orders. The balance is due just before delivery. On special orders for rugs that are to be drop shipped to customers, 100% must be paid at time of order. Orders for cut yardage must be paid for 100% at time of order. 0% financing offered in our showroom to retail clients is not available on "to the trade" orders. If your client wishes to use our financing the sale must be made directly to your client using method 3B above.

5. Custom Furniture Orders

We offer custom made products. To avoid confusion and disappointment we strictly adhere to the following policy on custom orders: Any attachments to the ticket, such as photos or drawings, will be labeled “exhibit A, exhibit B and so on. Each exhibit will be referred to on the ticket. All three copies of the ticket will have copies of all exhibits attached. No other papers will be accepted with the order. Papers with earlier ideas and other non-specific information will not be accepted. You must read the sales ticket after it is written and sign it as being correct. It is your responsibility to make sure the ticket describes exactly what you want. All custom orders will be held for 10 business days before being started. After the 10-day waiting period no changes or cancellations will be accepted.

Orders placed using our custom table pricing charts are subject to acceptance by our factory. If you are unsure of the pricing or options please call for assistance.

6. Wood Grain

We will not accept orders that specify a certain type of grain in the wood. The type of grain or amount of figuring each piece of wood has is up to Mother Nature.

7. Wood Stain Color

Mr. Case has designed 12 exclusive stain colors for our furniture. We manufacture these aniline dye stains in our factory in Berryville, Virginia. The colors produced are richer and more vibrant than the colors found on mass produced furniture. They tend to accentuate the figuring of the wood and allow the grain to show even on darker colors. They do have a down side however. They tend to be a little inconsistent. The color on a piece of furniture will likely be different than the stain samples. We do not accept returns due to variations in stain color. We do not offer custom stain colors. We can supply most items unfinished for finishing by others.

8. Fabric Dye Lot

If fabric dye lot or color is critical to your design, upon request from you we will reserve your yardage and cut a clipping from the actual bolt your job will come from. You can then check color and approve or disapprove the color before the fabric is cut. The reserved yardage can only be held for one week. If you do not request a clipping and approve it in advance we cannot be responsible for variations in color.

9. Cut Yardage

We do not accept returns of cut yardage for any reason. All cut yardage must be paid for in advance. See number 8 above for our policy on dye lots.

10. Silk Fabric

Silk fabrics are subject to shading, slubs, and variations and are not guaranteed against those natural characteristics.

11. Fabric Memos

Fabric memos can be ordered and mailed to you or your client for loan. If the memo samples are returned within 30 days, there is no charge for this service. We require a credit card number to be on file. By signing this contract you agree have your credit card charged for any memo sample not returned after 30 days. We do not earn a profit on these charges. You will be charged the same amount the fabric mills charge us. When a memo is returned we will mail you a conformation that it was returned. We recommend you keep these for your records.

12. Using our Showroom

We encourage you to use our showroom as a place to meet with clients, make presentations, or simply shop and have fun. Because a lot of people use the showroom we have to have some policies in place so people do not step on each other's toes.

a. Salespeople

When you arrive at the showroom please tell the salesperson that greets you that you are a designer registered with our show room. The salespeople can help as little or as much as you like. Just let them know when you need help or when you prefer to be alone with your client.

b. Hours

Our hours are 10-5 Monday thru Saturday and 12-5 Sunday. Sometimes we can stay a little later but sometimes we have other commitments and cannot. Please try to allow enough time to be finished by closing time.

c. Fabric Books

Fabric books may not be removed from the building for any reason by anyone. You may mark pages with our marking system and/or we can order memo samples for you.

d. Cutting of Fabrics

We do not allow cuttings to be made off of any showroom fabric sample or from any fabric book. Anyone found cutting a fabric will immediately lose their privileges to use our showroom.

e. Fabric samples

Showroom fabric samples from our upholstery lines may be checked out for 10 days. You may not pay a fee and keep these, as they are often no longer available from the vendor. If you need them longer, please request a clipping.

f. Stain Samples

You will be provided a set of 15 stain samples at no charge when you register as a "to the trade" client. Additional samples are available at \$3.00 each or \$30.00 for the set of 15.

I have read, understand, and agree to the above terms and conditions.

sign here

date