

GENERAL INFORMATION, TERMS AND CONDITIONS OF SALE

This document, effective January 1, 2017, replaces and supersedes all previous Gordon International Terms and Conditions of Sale. POSSESSION OF THIS DOCUMENT DOES NOT CONSTITUTE AUTHORITY TO PURCHASE.

PRICING

All product prices in the Gordon International Buyer's Guide and on our public web site are "List", FOB Freehold, NJ 07728. Prices do not include crating, Shipping costs, taxes or installation. Due to frequent international monetary fluctuations, we reserve the right to change prices without notice. All accepted orders are subject to prevailing prices at time of Shipment.

QUOTATIONS

Quotations for future business can only be made by corporate management in the New York offices of Gordon International, and must be received on official company letterhead. No agent, representative or sales person affiliated with Gordon International is authorized to change prices, terms or conditions of sale. Unless otherwise stated in writing, all quotations expire 90 days after initiation.

CREDIT TERMS

Gordon International uses Dunn and Bradstreet as its reporting service for establishing account status with new customers. Standard credit terms are net 30 days from date of invoice for all accounts with 'open terms' status. A 50% deposit is required on all custom items. Interest will be charged on delinquent accounts at a rate of 2% per month. In the event of delinquency, the customer shall be responsible for all collection costs, including attorneys' fees.

CANCELLATIONS

Our acceptance of an order is final and binding, and not subject to cancellation by the customer.

CHANGE ORDERS

Our printed order confirmation is binding. Any subsequent changes are subject to our ability to conform. All change requests must be received by our New York offices in writing. All change acceptances must be acknowledged by Gordon International in writing on company letterhead. No Gordon International employee is authorized to approve any changes without management consent, and no change agreements will be honored without written approval from Gordon International.

SHIPPING

Shipping and routing instructions are required with each order. If no instructions are enclosed, we reserve the right to ship by the carrier of our choice on a collect or 'third party billed' basis. Gordon International is in no way responsible for costs or damages incurred during Shipment. Prepaid freight charges, if requested, are subject to an 18% handling fee. All freight quotations issued by Gordon International are "estimates" only. Gordon International cannot be responsible for fluctuations in freight costs. All product is Shipped FOB factory. All orders are subject to delay or failure of delivery due to strikes or other labor difficulties, problems with source of supply, transportation difficulties, war, riots, fire, accident, compliance with government regulations, Acts of God, or other causes beyond our control. All delivery dates are approximate only. Gordon International cannot be held responsible for financial damages due to late shipping.

FREIGHT DAMAGE

We strongly recommend that all furniture be received as per the guidelines on our cartoning. Packaging should be thoroughly inspected and approved prior to signing a bill of lading. Note any loss or damage clearly on the bill of lading and immediately contact the freight carrier to file a claim. In the event of concealed damage, it is imperative that you keep all packing materials and notify both the Shipping company and Gordon International immediately. We will not entertain damage claims filed more than 5 days after receipt of goods. Failure to follow these guidelines shall constitute acceptance of merchandise and waiver of any claims.

CLAIMS

We are not responsible for damage or loss incurred in transit. All furniture is carefully inspected and packed prior to Shipment. It is accepted as such by the freight carrier. All furniture Ships at the purchaser's own risk.

RETURNS

No return of merchandise will be accepted without prior written consent and an official return authorization number. Unauthorized returns will be refused and/or returned freight collect. Authorized returns are subject to a 25% restocking charge. Damaged returns are subject to additional charges incurred to restore goods to original condition.

STORAGE

If purchaser cannot take receipt of goods on acknowledged delivery date, we reserve the right to transfer goods to storage. Cost of transfer and storage will be charged to the purchaser's account and such transfer shall constitute Shipment, including invoicing as of date of transfer and/or storage.

DESIGNS

All dimensions and weights shown are to be considered approximate. We reserve the right to make changes in dimensions, designs, and/or construction without prior notice.

C.O.M. MATERIALS

C.O.M. prices and yardage requirements are based upon 54" wide plain material. Consult Gordon International for additional information on calculating yardage for patterns, repeats, other widths, etc. Additional charges may apply for pattern matching, combining more than one upholstery product, etc. Special instructions for material handling

(direction of pattern, railroading, etc.) must be submitted in writing prior to delivery of materials. We reserve the right to use our own judgement and to reject any materials we deem unsuitable for our products. In no instance shall we be held responsible for the wear, fading, or performance of C.O.M. When submitting, please clearly sidemark with the name of the purchaser, the purchase order number, the item number and quantity to be upholstered, and the Gordon International acknowledgement number if issued. Production time on C.O.M. orders is based upon clear and properly identified receipt of C.O.M. by Gordon International.

C.O.L. MATERIALS

Calculate the required square footage of leather by multiplying the yardage required by 18 (i.e.: 1.5 x 18 = 27 indicates that a chair requiring 1.5 yards of fabric requires 27 square feet of usable leather). All applicable C.O.M. conditions apply.

FINISHES

Wood is a natural, organic product and is subject to variation. Additionally, source of supply for our products/ component parts varies by product group. Therefore, it is important to note that we cannot be responsible for variations in finish within our wood products. It is recommended that you contact Gordon International with specific questions about finish colors.

COLOR REPRESENTATIONS

Please note that all finishes depicted on our web site, CD-ROM and price list-catalog are approximate due to the variation inherent in color monitors and the processes of photography and printing.

SPECIAL ORDERS - CUSTOM PRODUCT

A non-refundable 50% deposit is required on all orders for non standard product. This includes special finishes, non-standard upholstery, variations in product dimensions, and non-catalogued items.

FLAMMABILITY - CAL 133

Certain items are Cal 133 compliant if properly specified. Details are noted within this book. Items that require testing may be ordered at standard cost plus a \$500/item testing fee.

WARRANTY (pdf\GI_Warranty.pdf)

Gordon International unconditionally warrants all items in the standard product line against defects in materials and workmanship for a period of ten (10) years from the date of Shipment. This warranty does not cover upholstery materials, either supplied by us or the purchaser. Should a defect occur, we will repair or replace (at our option) defective goods free of charge - provided product is returned to us promptly, as directed, prepaid, and with a return authorization number.

This warranty only applies to products used under the conditions for which they were designed. In no event shall our

warranty exceed the original price paid for the merchandise. No deductions for repairs made in the field will be allowed without prior written consent. This warranty does not apply to furniture damaged by accident, abuse, neglect, or misuse, nor does it apply to unauthorized repairs. Goods believed to be defective must be taken out of service immediately.

Gordon International appreciates your consideration and thanks you for your interest and willingness to thoroughly consider our Terms and Conditions of Sale. We look forward to working with you and remain available to answer any questions you may have.

Corporate

CORPORATE

OFFICES

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Production

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(salesteams.html)

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