



TERMS & CONDITIONS

DETERMINE YOUR ACCOUNT TYPE:

STOCKING DEALER:

For qualified Retail Stores who stock and/or regularly specify Modern History/Somerset Bay.

- Entire Line Per Company: **\$5,000** opening order/**\$5,000** annual volume.
- **\$2,000** re-opening minimum.
- “New Account Form” Required & Signed
- Net/Dealer Pricing Honored
- ***ALL NEW ACCOUNTS ARE SUBJECT TO APPROVAL BY THE DESIGNATED SALES REPRESENTATIVE IN YOUR AREA***

INTERIOR DESIGNERS:

Ideal for qualified Interior Designers and boutique Retail Stores specifying Modern History/Somerset Bay for individual design projects.

- “New Account Form” Required & Signed
- Full access to all furniture & accessories items
- No opening/standard order minimum required
- Designer Pricing Honored

PAYMENT:

- Deposit & Terms: A 50% non-refundable deposit is required for all custom orders.
(*Custom sizing only available in Somerset Bay*)
- All Invoices are sent upon shipment of product from our High Point Warehouse.
- Payment methods: Visa, MasterCard, American Express and Business/Personal Check.
- Wire transfer is only accepted for international clients.
- NET 30 offered by Branch Banking & Trust Commercial Factors (*subject to approval*)

ORDER ACCURACY:

- It is the customer's responsibility to review the order acknowledgment to ensure all products, product numbers, payment and shipping information is correct.
- Customers have a **2 WEEK CANCELLATION** window from the time the order acknowledgment is received.

SHIPPING:

- All orders ship FOB High Point, North Carolina
- Freight shipments are shipped to commercial locations with a loading dock only.
- White glove/drop ship is available upon request.
- CUSTOMERS (OR THEIR RECEIVER) MUST INSPECT ALL ITEMS FOR DAMAGE PRIOR TO SIGNING FOR THE SHIPMENT AND RELEASING THE DRIVER. CLAIMS FOR SHIPPING DAMAGES WILL NOT BE ACCEPTED UNLESS NOTED ON THE SHIPPER'S BILL OF LADING.

DAMAGED OR DEFECTIVE PRODUCTS:

- All damage claims must be made with the carrier by clearly noting the details and nature of the damage on the shipper's delivery receipt at the time of delivery. Modern History/Somerset Bay is not responsible for any shipping damage NOT noted on the shipper's bill of lading.
- Claims for damaged or defective product must be made within **10 days** of receipt of goods. Modern History/Somerset Bay will handle claims at their discretion based on the information provided. All claims not settled within **30 days** of initiation will become void.
- Modern History/Somerset Bay will only pick up damaged or defective product from the address listed on our original bill of lading, **not final destination**.
- Damaged or defective product returned to Modern History/Somerset Bay must be packaged in its original or common carrier standard packaging.
- A Return Authorization (RA) must be issued by Modern History/Somerset Bay and must be visible on the return shipment.
- Modern History/Somerset Bay requires photos of damaged or defective product, shipping labels and packaging, submitted via email for assessment purposes.
- Modern History/Somerset Bay will send a replacement upon receipt of defective product only; not applicable for returns.
- Any returned product received without a Return Authorization (RA) number will not be credited or accepted.
- Modern History/Somerset Bay is not responsible for damages that occur when using a third party carrier.

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ALL SALES ARE FINAL:

All customers will be subject to a 25% restocking fee on any orders canceled or returned without a Return Authorization.

SALES SUPPORT:

Catalogues are available upon request. Modern History/Somerset Bay will supply finish chips to support the order process upon availability. Please refer to our websites, modernhistoryhome.com & somersebayhome.com, for all current updates and changes.

INTERNET MINIMUM ADVERTISING POLICY:

- Ecommerce of Modern History/Somerset Bay products are allowed only with approval and signed written contract.
- Modern History/Somerset Bay product photography may be used on customer websites with permission. Pricing must be no more than 20% of the MSRP stated on our price list.
- Please refer to Modern History/Somerset Bay's complete Ecommerce and IMAP policy for additional details.
- Modern History/Somerset Bay reserves the right to close any account at its discretion and for failure to adhere to policy.

My signature on the "New Account Form" and initials confirmation here (_____) acknowledge that I have carefully read, understand, and agree to the terms and conditions.

Modern History/Somerset Bay reserves the right to change and update terms and conditions without notice. Please do consult modernhistoryhome.com and somersebayhome.com for the most current and up to date information.