

SALES ORDER AC052012

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TERMS & CONDITIONS OF SALE

- 1. Merchandise is shipped UPS/FedEx or common carrier (truck). All prices are FOB Chicago Illinois. All orders are subject to acceptance at our offices. We reserve the right to correct pricing errors and omissions.
- 2. All prices are subject to change without notification. Product availability is subject to prior sale.
- 3. Initial orders will be accepted using MasterCard, Visa, Discover or American Express or prepaid unless an open billing account is already established. For pre-paid orders using company/personal check, the order will be held 10 days for check clearance. All orders must meet the \$500 minimum.
- 4. We will be happy to extend open account terms to firms that can supply satisfactory trade references on their second order. Please complete the Orlandi Credit Application and Billing Agreement. Please allow 4-8 weeks for credit check.
- 5. Quantity discounts are available through Orlandi Statuary home office only. All discounts or anticipations are only valid for payments(s) made within terms.
- 6. Our regular terms of sale are Net 30 days on approved accounts.
- 7. Customer will indemnify and hold harmless Orlandi Statuary from any interruption or loss of service, any loss of business or other consequential damage(s) or claim(s) based on Orlandi's ability or inability to supply any products, services or documentation provided. Further it is agreed that this hold harmless indemnity survives the termination of the business relationship.
- 8. The customer agrees to pay all invoices within the terms listed. A two percent (2%) late fee per month (24% per annum or the maximum allowed by law) will be charged and payable on all delinquencies. In the event this account becomes delinquent and is turned over to a collection agency or attorney for collection, the customer agrees to pay any and all costs, fees and expenses (including attorneys, fees, costs and expenses) incurred in enforcing any of Orlandi's rights hereunder, and to the extent not paid the same shall become part of customer's liabilities hereunder.
- 9. Our merchandise is packed by experienced packers using above standard packing methods and materials approved by Carriers. Carriers are liable for damage in transit, concealed or apparent. Please examine the shipment at once. Report any damage to Orlandi Statuary within 48 hours. Orlandi Statuary will make an inspection report. Send this report along with other shipping papers to the carrier with claim.
- 10. United Parcel Service (UPS) or Federal Express (FedEx) shipments: Notify Orlandi of any damage for goods received via UPS/FedEx, as well as notify the local office of the carrier. We will in turn file a claim with UPS/FedEx. IMPORTANT: Damaged merchandise must remain in the original master carton with all packing material from the carton. UPS/FedEx will inspect the damaged merchandise and the carton and authorize pick up accordingly. When we receive the merchandise back at our warehouse(s) we will issue due credit/replacement. Please note that we cannot issue credit if you do not keep the master carton and all packing material available for inspection by the car rier representative. In this event the carriers normally reject all claims of damage(s), and as we will have no recourse to collect the cost of goods damaged by the carrier, we will not be able to issue credit to you. If you have any questions or problems, please call our Customer Service Department.
- 11. Please sign for only the number of packages delivered to you by the carrier. Any shortage not accounted for by the carrier's delivery receipt, or defects in merchandise, must be reported to Orlandi within ten (10) days of receipt of merchandise. No credit can be allowed unless authorized by Orlandi Statuary Customer Service Department.
- 12. No returns will be accepted without prior authorization. Unauthorized returns will be subject to a 25% restocking charge and freight charges as applicable. Our product is made to order and customized with your finish choice. Any cancellations received after production has began on the order are also subject to a 25% restocking fee.
- 13. Orlandi is not responsible for any damages to areas or structures under or in the vicinity of the purchased Orlandi piece, such as pedestals, grounds, or buildings. No compensation will be given for damages of any structures outside of our manufactured product. If mounted in a set location Orlandi is not responsible for costs of removal, shipping and/or reinstallation of said product.
- 14. As an inducement for Orlandi to extend credit, the customer, irrevocably, agrees that, subject to Orlandi's sole and absolute election, all actions and proceedings in any way, manner or respect, arising out of, or from, or related to these terms and conditions of sale, shall be litigated or arbitrated, in courts having suits within the County of Cook, State of Illinois. Customer hereby consents and submits to the jurisdiction of any local, state or federal court located within said city and state.
- 15. If any provision of this agreement, or the application thereof to a party or circumstance is held invalid or unenforceable, the remainder of this agreement and the application thereof to other parties or circumstances will not be affected thereby.



Fiber Stone Finishes

Fiber Stone Finishes

CODE FINISH DESCRIPTION

WHM - White Moss White washed with hints of moss.

SAN - Sandstone Yellow ocre with revealed earth tones.

VER - Verde Rich green with a brown wash.

POM - Pompeii Yellows to white and revealed natural stone.

CAT - Cathedral White White with a brown wash.

DPS - Deep Sea Patina blue, with rustic brown earth tones.

EAT - Earth Tone Bark brown wash over natural stone.

WEA - Weather White washed with revealed natural stone.

SOT - Soot Black wash over natural stone.

AUR - Autumn Rose Light terracotta with white and brown wash.

Fiber Stone

Material--Fiber Stone is a mixture of sand, stone and resin cast into the surface using terrazzo-like techniques. The surface is hand finished, followed by a stain to give the appearance of aged stone. Since it is reinforced with a fiberglass backing, the statue remains light-weight and less fragile than concrete.

Shipping--Shipping charges and NOT included. Fiber stone is lighter than cement, but heavy enough to hold up to the elements. Most orders will need to be shipped by freight depending on size. Please call customer service to obtain an approximate freight cost. All orders will be packed and shipped by UPS (depending on carton size). Any orders OVER 150 lbs. will be shipped by freight carrier. We will ship your order the most cost effective way. Please allow 4-8 weeks for manufacturing.

General Information Opening order \$500 Reorder \$300

- Each item is finished by artists and is original artwork; therefore no two are identical.
- ♦ All items are made to order. No cancellations once an order is in production.
- ♦ Terms for first orders are CPro-forma or Visa/MasterCard/Discover/American Express
- ♦ Net 30 terms are available, by request after first shippiment
- Report all damage claims to the shipper and our office within 10 days.
- We reserve the right to correct pricing errors and omissions.
- ♦ All prices are subject to change without notification.
- ♦ All finishes may vary from color chart.