STUDIO WISE

TERMS + CONDITIONS

ORDERS

All orders must be submitted to Studio Wise by e-mail. Specifying each item by its product code, the corresponding description, finish, options, shipping information, and any other pertinent details. Orders will only be received and acknowledged by issue of a "Purchase Order" or signed Quote. If an order must match a previous order, then documentation of the previous order must be included. Also, a sample product from the previous order must be submitted at the expense of the customer to assure uniformity of finish and construction. Orders with missing or incorrect information such as model, finish, color, pricing, ship to, etc. will be scheduled upon receipt of correct and complete information.

Studio Wise products are specified for and installed in a variety of end user applications. It is the responsibility of the purchasing party to understand the end user's intent and to purchase products appropriate for that application. Studio Wise takes no responsibility for incorrect specifications. Acceptance and fulfillment of any purchase order does not imply that the product is suitable for a certain application. Studio Wise will only warranty products that have been installed in applications for which they were designed. If multiple delivery schedules are required, the customer must submit separate purchase orders for each delivery date.

ACKNOWLEDGEMENTS

Orders are only accepted upon issuance of a written acknowledgment by Studio Wise. It is the purchaser's responsibility to check acknowledgments and invoices for accuracy. If there is any discrepancy, the customer must notify Studio Wise within 48 hours. Failure to notify Studio Wise within this time period will constitute acceptance of the order as acknowledged, and the acknowledgment becomes final and binding.

WOOD FINISHES

Studio Wise wood tables are made from the highest "Select" grade lumber, this specification allows for stable knots up to 3/4" in diameter, pyth and minor natural defects. At times these defects will be filled with a color match putty. Studio Wise does not warrant minor defects in the woods natural character. Wood's natural oils are light sensitive. Therefore, care should be taken to avoid placing tables in areas exposed to intense natural light.

Due to variations common to all wood species, the color and grain characteristics of Studio Wise finish samples may not exactly match that of the finished product. Should an exact match be required, the specific Studio Wise piece being matched should be returned to Studio Wise for order matching. Custom finishes must meet factory approval and are subject to a $100.00 minimum net mixing charge. Please allow up to three (3) weeks to prepare the custom wood finish match sample. Orders will be rescheduled for production if custom finish match approval is not received three (3) weeks prior to the original ship date. Due to limitations of the raw materials and the natural background color of wood, not all colors can be successfully reproduced. The suitability of a color for custom finish matching cannot always be determined beforehand. This is especially true in the case of custom colors submitted on non-wood products. If Studio Wise is unable to produce a commercial match to your custom color, you will be notified at the earliest possible date, and no charge will be levied. Since wood finishes are sensitive to light, Studio Wise cannot guarantee that finishes on separate orders will match. If additional product is ordered to match an existing order, a sample piece from the installed order must be sent to Studio Wise to ensure a match of finishes. All Studio Wise table tops and work surfaces are sealed with a minimum of three (3) coats of post catalyzed urethane. A 20 sheen Matte finish is standard for all tables and work surfaces included in our price list. Satin, Semi-gloss, and High gloss finishes are available upon written request and are only accepted by issuance of our formal acknowledgment.

PRICES

F.O.B. shipping point. Prices are based on orders of 5 tables or more. Smaller orders may be subject to unit increases and set up charges. Shipping and Handling prices provided by Studio Wise include packing and corrugated cartoning for common carrier shipments. Prices do not include freight, storage, taxes or additional packaging required for certain carriers and are subject to change without notice. Pricing on orders specifying shipment ninety (90) days or more after the formal date of acknowledgment will be based on pricing prevailing at time of shipment.

PAYMENT TERMS

Studio Wise requires a 50% deposit prior to processing all incoming orders. Final payment must be received seven (7) days prior to the acknowledged release/shipping date in order to maintain the shipping schedule.

STUDIOWISEDESIGN.COM 616.410.6553 SALES@STUDIOWISEDESIGN.COM

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RESALE RIGHTS

Studio Wise reserves the right to reject any order placed by any customer, regardless of whether orders have been previously accepted from such customer, without incurring liability. No customer shall have a continuing right to buy products except pursuant to a formal dealer agreement or other written agreement covering future supply executed by Studio Wise and the reseller. Distribution of the price list does not itself constitute an order to sell.

CREDIT TERMS

At the discretion of Studio Wise, an open account may be established for customers who have established a history of prompt payment with the company. In such cases, credit will be extended only on standard product orders, with 50% deposit required and balance invoiced upon shipment. A complete credit application is required and must be emailed to sales@studiowisedesign.com. Credit will be established upon review and approval of the application. Allow up to four (4) weeks for credit approval. Accounts that are inactive for a twelve-month period will automatically be closed and are subject to the above conditions for new credit accounts. Studio Wise may change or cancel credit at its discretion and may request advance payment at any time.

Credit payment terms are “Net 15 Days” after date of invoice with a credit limit established on a per customer basis. 1.5% per month service charge will be added to all past due accounts. Orders will not be processed for past due accounts until the amount due, including any service charge, is paid in full.

Studio Wise reserves the right to revoke the terms of any customer at any time for any reason.

CHANGES + CANCELLATIONS

Orders are not subject to change or cancellation without approval by Studio Wise. Studio Wise will make every reasonable effort to stop production scheduling, shipment, etc., upon receipt of written notification of changes, cancellations or deferments stipulated as follows. Approved cancellations, changes, and delivery date extensions may be subject to charges of up to 15% of the order.

ORDER CHANGES

Order changes received prior to production will be charged $25 net. Orders received after production has started, involving only an increase in quantity, will not be assessed a charge. Orders for special finishes or other custom work are not subject to change after work has been started. The customer will receive the goods as ordered and be liable for amount due.

CANCELLATIONS

Cancellations received prior to production will be assessed a minimum $100 net cancellation charge. Cancellations received after production has been started will be assessed the total accumulated cost of production, plus a 15% net cancellation charge.

DEFERRED SHIPMENTS

If the order is complete or in the production cycle, charges will be assessed from the completion date in accordance with policy for “Storage” in the paragraph below.

STORAGE

If the customer cannot accept delivery within three (3) days of the acknowledged ship date, then a) the balance of the order will be invoiced on the acknowledged ship date, and b) Studio Wise will hold product for a maximum of ten (10) days from the acknowledged date. After ten (10) days, a minimum $150 storage fee will be applied. After thirty (30) days a monthly storage fee will be assessed amounting to 2% of the total invoice amount per month. Storage fees will be invoiced separately upon release of the items for shipment, and will be due upon receipt of the invoice. All incurred storage fees must be received by Studio Wise prior to the order being shipped.

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SHIPPING

Studio Wise will ship in accordance with the customer's written instructions. If customer omits specific shipping instructions, Studio Wise will ship in the manner that we consider to be the best way. All shipments are sent F.O.B. shipping point. Title of the goods and risk of loss transfers to the buyer upon shipment. Studio Wise liability ends when the carrier issues a receipt to Studio Wise, which is an acknowledgment by the transportation company that the shipment has been delivered in good condition. Studio Wise will make every effort to ship orders complete and on schedule. Failure to deliver all the merchandise at one time does not relieve the customer of the obligation to accept and pay for merchandise received.

DAMAGE CLAIMS

All Studio Wise products are thoroughly inspected prior to shipment; and packed to prevent accidental damage and comply with carrier requirements. Customers must carefully inspect all items upon arrival and note any damage on the delivery receipt. Phrasing such as "Subject to Inspection" does not constitute a note of damage and will not be accepted as grounds for honoring a damage claim (including a freight claim). In cases of freight damage, a written claim must be filed within five (5) days of receipt. If concealed damage is discovered it must be reported with five (5) days of receipt and submitted with photos of the product in its original packaging. Concealed damage reports do not guarantee the honoring of freight claim. Caution: When a clear receipt is obtained by a carrier, neither Studio Wise nor the carrier are any longer responsible for damages or shortages. Processing claims for damage and shortages is the responsibility of the buyer unless otherwise specified in writing by Studio Wise. In cases of manufacturing defect, a written claim must be filed within thirty (30) days of receipt and submitted to Studio Wise. Studio Wise does not honor damage claims of any kind for product after it's removed from its original packaging or installed on site. At no time can claims be deducted from Studio Wise invoices.

DELIVERY CHARGES

Charges incurred by Studio Wise complying with any non-standard shipment request such as inside delivery, expediting, redelivery, weekend delivery, unpacking, straight trucks, specific driver requests, or temporary holding will be invoiced to the purchaser.

STORAGE BY OWNER

Due to the inherent nature of wood products, Studio Wise will not guarantee any product stored or set in place in an environment where temperature and humidity are not controlled. Temperatures must be maintained within a range of 70° to 80° F ; the relative humidity must be maintained between 25% and 60%. It is important that solid wood tables are stored on site for a minimum of 72 hours before being installed or mounted to the base in an effort to allow the wood to acclimate to the relative humidity level of the environment.

PRODUCT DISCREPENCIES

Errors in products including color, size, other variations, or missing components must be reported to Studio Wise within thirty (30) days of delivery. Failure by the purchaser to report any product inaccuracies within thirty (30) days of delivery shall constitute acceptance of the product.

MISCELLANEOUS

All costs for furniture installation, removal from service, repair and reinstallation due to damage claims, partial shipments, shipping errors or warranty claims is the responsibility of the customer. Studio Wise will not be liable for costs associated with any of the above conditions unless agreed upon in writing by Studio Wise.
Sizes and weights are considered to be approximate. Studio Wise reserves the right to make changes in design and construction or discontinue products without notice. Due to conditions beyond our control, all wood products are subject to variations in color, texture and grain. Price list specifications supersede all other specifications whether verbal or written, and may not be altered without the written consent of an officer of Studio Wise. All clerical errors on any agreement, publication, correspondence, price list, or product literature pieces are subject to correction at any time.

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