

# DENNIS MILLER COLLECTION

200 Lexington Avenue Suite 1510 New York, NY 10016 Phone.212.684.0070 Fax.212.684.0776 www.dennismiller.com

## TERMS AND CONDITIONS

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### ■ PRICES

All prices are Net FOB point of origin. Prices are exclusive of crating, delivery charges, storage, unpacking, installation, taxes, etc. Prices are subject to change without prior notice. Written quotation prices hold for thirty days only.

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### ■ TERMS

Fifty percent deposit required with order, with the balance (including freight and packing) due upon completion and prior to shipping.

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### ■ ORDERS

All orders must be made in writing and sent directly to DMA. Orders are subject to our acceptance with issuance of formal order acknowledgment. Our order acknowledgments are final and binding. Any subsequent requests for changes are subject to charges and our ability to conform.

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### ■ CHANGES

DMA is not required to accept changes requested after order acknowledgment. However, DMA will consider reasonable changes providing they are in written form and are received in time to be implemented. Changes are subject to DMA approval and additional charges.

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### ■ CANCELLATIONS

Order acknowledgments are final and not subject to cancellation. We reserve the right to charge 50% of the unit price of each item for any client's unauthorized cancellation. Delivered orders may not be returned for any reason whatsoever except when repair or replacement is indicated and approved by DMA.

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### ■ SHIPPING

Complete instructions as to carrier and routing should be given at the time the order is placed. If no instructions are noted, or if cheapest or best is requested, we shall exercise our best judgment in selecting a proper carrier. All furniture is shipped at purchaser's risk and DMA will assume no responsibility for delays, failure of delivery, loss, damage or penalty charges caused by incorrect names, addresses or telephone numbers, or for any other reason.

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### ■ RETURNS

No returns of approved merchandise will be accepted for any reason. Unauthorized returns will be refused and returned freight collect.

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### ■ CLAIMS

All merchandise is carefully inspected prior to shipment. All claims against DMA, including defects, shortages and errors must be made in writing within ten days after receipt of merchandise. Failure to make such a claim shall constitute full acceptance of the merchandise and waiver of all defects, shortages and error ascertainable under inspection. DMA is not responsible for damage in shipment or in storage. **Customers should carefully inspect all items at time of delivery and note any obvious damage on delivery receipt. All claims for freight overcharges or damage to goods while in transit must be settled with the carrier by the consignee. Damaged freight cannot be refused by the consignee. Any damage or loss must be claimed by the consignee with the carrier within five days and all packing materials must be retained until inspection is made.**

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## TERMS AND CONDITIONS (Continued)

### ■ STORAGE

If customer cannot accept delivery by shipping date specified on order confirmation, or payment is not made within thirty days from the date of the invoice, DMA reserves the right to transfer the goods to storage. Transfer to storage and storage will be at the customer's expense and DMA will deem such transfer as delivery for all purposes. Customer bears the risk of loss or damage.

### ■ UPHOLSTERY CONSTRUCTION

All upholstery frames are constructed of kiln-dried sustainable maple and are doweled, glued and screwed at all key joints. All sofa platforms are built with eight-way hand tied springs, and all loose-seat cushions, unless otherwise specified, are blend-down over a spring core. Depending on specific design requirements, tight-seat chairs are built with either eight-way hand tied springs or foam core over rubber webbing.

### ■ CUSTOMER'S OWN MATERIAL

Prior to shipment of the COM to our factory, a cutting showing face, direction and pattern match must be sent to DMA NY. We reserve the right to reject any fabric which we feel does not meet our upholstery standards. We are not responsible for any complaint arising from appearance, quality, wear or natural defect (leather) of customer's own material. Exact shipping instructions for the fabric will be issued by DMA NY. All fabric incorrectly shipped to DMA NY office will be reshipped at the client's expense. If an order with a deposit is received by DMA, but no cutting or instructions for COM have been received, we will begin processing the order and our factory will use their judgment during upholstery and DMA will not be responsible.

### ■ YARDAGE CALCULATION

COM Yardage requirements listed are 54W plain fabric and with a vertical selvage upholstery application. When using COM prints, repeat pattern or fabrics less than 54W, use the following table as a guide for calculating fabric requirements in addition to yardage called for in the price list. DMA NY is not responsible for over or under quotes. **NOTE:** The chart below represents approximate yardage.

Fabric Width	Plain Fabric	2" - 14" Repeat	15" - 19" Repeat	20" - 27" Repeat	28" - 36" Repeat
54"	0%	10%	15%	20%	25%
53" - 50"	16%	20%	25%	30%	35%
49" - 48"	16%	25%	30%	35%	40%
47" - 45"	40%	50%	55%	60%	65%
44" - 36"	50%	60%	65%	70%	75%

### ■ WARRANTY

DMA products are warranted against all defects in materials and workmanship for a period of one year from date of delivery, under normal use and under conditions for which the product was designed. COM fabrics are in no way warranted. During this warranty period, DMA will repair, or at our option, replace defective merchandise free of charge. This warranty does not apply to damage resulting from accident, alteration, misuse, tampering, negligence, abuse or ordinary wear and tear. This warranty does not extend to natural materials such as wood, because of natural variations over which DMA has no control, and does not warrant matching of color, grain or texture. DMA is not liable for any delay or failure to delivery to perform due to strikes, lock-outs or other labor difficulties, accidents fires, acts of God or any other cause of like or unlike nature beyond our control. All other warranties (including any warranty or merchantability or fitness for any particular purpose), expressed or implied, are hereby excluded. The foregoing shall constitute the only warranty made by DMA. No returns of approved merchandise will be accepted for any reason. Unauthorized returns will be refused and returned freight collect.