

# TERMS AND CONDITIONS

**1. ACCEPTANCE AND COMPLETE AGREEMENT.** This order is Buyer's offer to Seller and is not an acceptance by Buyer of any offer to sell by Seller or of any terms and conditions contained in any such offer. Acceptance of this offer by Seller should be made by (a) executing and providing the Order Slip copy, or (b) preparing or delivering or helping the Buyer ship any of the goods ordered herein or (c) rendering any of the services ordered herein. Any additional or different terms proposed by Buyer are objected to and rejected unless expressly assented to in writing by Seller. This order is a complete and exclusive statement of the terms and conditions of the agreement between Seller and Buyer.

**2. PACKING, SHIPPING AND DELIVERY.** All goods shall be packed in the standard packaging of plastic cling wrap or corrugated card board or bubble wrap or of any combination of the aforementioned above. The buyer relieves the seller for any damages brought about by the courier during the shipping process. No charges will be paid by Buyer of preparation, and standard packaging unless separately stated in the order. Crating and cartage will be available upon request of the buyer and will have corresponding charges. Each purchase order shall be booked with a courier. All shipments to be forwarded on the same area via one route shall be consolidated and shipped to protect lowest transportation charge. Seller shall make no declaration concerning value of goods shipped, except at lowest rating. All additional expenses shall be shouldered by Buyer. The seller can cater delivery to certain areas, the delivery charge is dependent on location.

**3. CANCELLATION AND OFFSETTING.** Time is not of the essence in this order since the items are not classified as perishable. Buyer reserves the right to offset this order, or any portion of this order, without liability, if; (1) delivery and/or courier booking pick up is not made by the courier/delivery team; (2) the item/s ordered is not a special order or customized item/s. Buyer reserves the right to cancel this order, or any portion of this order, without liability, if; (a) Seller ceases to conduct its operation in the normal course of business; (b) proceedings are instituted against Seller under the bankruptcy laws or any other laws relating to the or relief of creditors. In cases that the buyer demands cancellation in an offset applicable scenario, a processing charge of 10% of the total amount plus total expenses, including but not limited to, salary and allowances of delivery personnel, cancellation charges by the courier, gasoline and rent of delivery trucks, etc... incurred will be fully shouldered by the buyer.

**4. INVOICE AND PAYMENT.** A separate invoice shall be issued for each purchase order. Full payment is required prior to the issuance of an sales invoice and scheduling of delivery or courier pick up schedule. Payment may be made thru the [lindenteakfurniture.com](http://lindenteakfurniture.com) check out and bank transfers. A copy of the deposit or payment receipt must be sent to [ltfp.sales@gmail.com](mailto:ltfp.sales@gmail.com) and [linden.teak.furniture@gmail.com](mailto:linden.teak.furniture@gmail.com) for verification.

**5. WARRANTIES.** Seller offers 1 year warranty on carpentry labor repair and materials on teak wood portions only provided that the damage to the item was brought about by normal use and/or factory defect and proper maintenance was done by the user, excluding refinishing and transportation of the damaged item to the main office in Quezon City, Metro Manila Philippines. Seller also offers 15 years warranty on labor repair provided on teak wood portions only that the damage to the item was brought about by normal use and/or factory defect and proper maintenance was done by the user, excluding materials, refinishing and transportation of the damaged item to the main office in Quezon City, Metro Manila Philippines.

a. Availing of Warranty requirements: (1) Clear photo of the damaged item/area along with a copy of the Order Slip Form will be submitted to [linden\\_teak@yahoo.com](mailto:linden_teak@yahoo.com), with the email subject ATTN: AFTTER SALES SERVICE DEPARTMENT. Kindly also include the details. (2) Following up with a call on +63 02 9218037 with regards the sent email. (3) Drop off the damaged item in the Main Office in Quezon City, Metro Manila. (4) Follow up as to when the items are ready for pick up.

b. Quality. All goods delivered under this order will conform to the requirements of this order will be free from defects in material and workmanship and will, to the extent not manufactured pursuant to detailed designs furnished by Buyer, be free from defect in design and fit for the intended purposes. Unevenness in craftsmanship and disparities in measurement are not to be considered defects since all items are handcrafted. Appearance of knots and grains are also not considered as defects because they are natural wood patterns. Use of wood patties to fill in the natural grooves in the wood are also not be considered

as defects. Cracking and wood movement due to atmospheric humidity are also not considered as defects because it is a natural occurrence in all solid wood furniture. Fading and damage due to the improper care and improper maintenance of the Buyer will not be considered as defect. Visual and tactile visibility of wood pores and roughness along with no application of topcoat finishing in on surfaces that are not normally visible nor functional are not considered defects for they are purposefully done to lower the selling price as teak is one of the lumbers that can be utilized without finishing.

**6. INSPECTION AND REJECTION.** All goods, are subject to final inspection and acceptance by Buyer at destination. Such inspection will be made upon receipt of the order by the Buyer. Buyer shall notify Seller by sending an email with clear photo and description of the rejected item at [ltfp.sales@gmail.com](mailto:ltfp.sales@gmail.com) and [linden\\_teak@yahoo.com](mailto:linden_teak@yahoo.com) followed up by call at +63 02 83722892 / +63 0272554074 if any goods delivered hereunder are rejected, and at Buyer's risk and expense, such goods shall be returned to Seller immediately within 7 days. The Seller has right to reject the returned goods if upon receipt, there are: 1. Signs of usage; 2. Damages due to improper packaging of the returned items; 3. Wrong interpretation of damage or defects as stated on Clause Number 5, Sub clause b of this Terms and Conditions Agreement. No replacement or correction of nonconforming goods shall be made by Seller unless agreed to in writing by Buyer.

**7. CHANGES AND DISCREPANCIES.** Any discrepancies, omissions or lack of clarity in drawings, specifications, or purchase orders, must be referred to the Buyer for written interpretation before this order is processed. Buyer shall have the right at any time before the item leaves the main office, to make changes in quantities, in drawings and specifications, in delivery schedules, and in methods of shipment and packaging. If such changes cause an increase or decrease in price or in the time required for performance, Seller shall promptly notify Buyer thereof in writing and equitable adjustment shall be made.

**8. FORCE MAJEURE.** Seller shall not be liable for any delay or failure to deliver any or all of the goods covered by this purchase order in the event of delay or failure caused by governmental regulations, labor disputes, strikes, war, riots, insurrection, civil commotion, mobilization, heavy traffic, port congestion, explosion, fire, flood, accident, storm or any act of God, failure of crops or supplies, delays of common carriers, embargoes, or other causes beyond Seller's reasonable control. Where only a part of Seller's capacity to perform is excused under this paragraph, Seller must allocate production and deliveries among itself and its various customers then under contract for similar goods during the period. The allocation must be made in a fair and equitable manner. Seller shall not be obligated to sell at a later date that portion of the goods that Seller is unable to deliver to ship because of any of the aforementioned causes. No goods are to be tendered by Seller after expiration of the terms specified in this purchase order without consent of Buyer.

**9. INSTALLATION.** If this order requires Seller to furnish services of its expert or in connection with the installation or any other matter under this order to perform work on Buyer's premises, Seller agrees, whether or not a separate charge is made therefore, that such expert in performing such services, is not and shall not be deemed to be the agent or employee of Buyer. Seller assumes full responsibility for its acts and omissions and agrees to save Buyer harmless from any claims whatever arising therefrom.

**10. TAXES, TARIFFS AND OTHER CHARGES.** The Buyer shall shoulder all other local and international taxes, tariffs and other charges that may incur.

**11. ADDITIONAL PRODUCT INFORMATION:** The Buyer shall be held responsible for reading the details of the product, the proper maintenance of the product, warranty policy and terms and conditions of the transaction. And that by proceeding with the transaction, the Buyer has voluntarily agreed with all the information presented.