

# TERMS & CONDITIONS FOR TRADE ACCOUNTS

KDR Designer Showrooms Inc. is a supplier of fine home furnishing products and services to the interior design trade. Opening an account or maintaining an account with KDR constitutes acceptance of these terms. KDR reserves the right to decline opening an account or close an account based on KDR's sole discretion. An account application must be completed in full and accepted by KDR before determining if an account will be opened. No pricing will be given or orders accepted until an account number is given.

### Qualifications to Open a KDR Trade Account

You must be currently providing or specifying interior design products and services under a business name registered with the state government in which the business is located. Providing as much of the following as possible will expedite opening your account.

- State resale tax certificate
- State or federal business registration form
- Business card and letterhead
- Copy of your invoice to your customers
- Proof of business banking account (copy of voided check, etc.)

#### **KDR Credit Terms**

- You may be set up as a Proforma, COD or Net 30 account at KDR's sole discretion.
- All Net 30 accounts require a personal guarantee.
- Accounts with Net 30 terms: Invoices must be paid within thirty (30) calendar days <u>from date of invoice</u>. Invoice date will correspond with when product left the factory or KDR received it.
- Disputed invoices should be submitted in writing within twenty (20) calendar days.
- All accounts are subject to the terms and conditions of the KDR account application and sales order contracts.
- KDR may hold orders and product if an account is past due.
- Any merchandise stored for more than thirty (30) days must be paid for before delivery or pick up.

#### Paying with Credit Cards

- All of KDR's pricing reflects cash pricing in the form of check or cash.
- Fees apply for paying deposits or invoices via credit card.
- You may pay in person at your KDR showroom or complete a Credit Card Authorization Form to pay over the phone.
- KDR accepts MasterCard and Visa credit cards.

**Furniture and Accessories, Special Orders**- All special orders are price quoted and contracts will be generated reflecting prices.

- Orders <u>will not be submitted</u> to our vendors until we have received a <u>signed contract and a 50% deposit</u> and COM form when applicable.
- Prices are good for ten (10) calendar days as manufacturers reserve the right to change prices at any time.
- Special order cancellations are determined by the manufacturer and generally are not able to be canceled if the order is in production.
- <u>Ship dates are estimates only</u> and are subject to change by the manufacturer. You will be notified of any shipping change or back order.
- KDR cannot check on furniture orders until four weeks after receipt of deposit.
- Extreme due diligence should be utilized with the consumer when making selections based solely on photographs or from electronic media. Photographs of colors, finishes and textures are not meant as a substitute for actual samples of fabrics and finishes. Measurements should be checked to make sure furniture will fit.
- Special orders are not returnable!
- Freight charges are billed at 10% unless noted otherwise at time of order. (Freight charges are subject to change and will be reflected on your contract.)

**Receiving and Delivery - (St. Louis only)** KDR offers our own receiving and delivery by a trained professional staff. All product is carefully inspected, deluxed, and touched up prior to delivery. When KDR receives your special orders, we assume all responsibility for damaged merchandise including filing of claims, replacement parts, repairs, and dealing with the freight carrier and manufacturer. Any merchandise stored for more than 30 days must be paid for before delivery or pickup.

### KDR Receiving and Delivery Charges - (St. Louis only)

- \$85.00 per hour two (2) men; 1 hour minimum.
- \$45.00 per hour each additional man
- Area must be ready to accept delivery. Additional charges apply for moving existing furniture, or delivery crew may decline to move client's furniture due to liability at their discretion.
- KDR charges for uncrating and assembly when applicable. Rate is \$25.00 per piece.

Receiving and Delivery – Kansas City and Minneapolis; KDR will ship product to your preferred receiver in either of these metropolitan areas. Please refer to the KDR Policy For Furniture Shipping to a Receiver.

Receiving and Delivery of products outside of KDR metropolitan areas – KDR will assist in finding a reputable receiving and delivery service for almost any project location. Please refer to the KDR Policy For Furniture Shipping to a Receiver.

## Merchandise Pick Up/Will Calls

All merchandise picked up from KDR either by designer, designer's client, or third party designated by designer, should be carefully inspected prior to taking. KDR will not be responsible for claims of damage or defects after the product has been signed for as being received in good condition. Please give the showroom 24 hours notice prior to pick up.

Warranty Repair & Service\_- KDR honors and enforces all manufacturers' warranties for the products purchased through KDR. Generally warranties cover products for one (1) year on fabrics and finishes. COM fabrics applied to furniture must be warranted by the fabric company. Manufacturers of both furniture and fabrics exclude normal wear and tear and improper application of fabric. If you have questions on warranty of any product, ask before ordering. If a product is in the customer's home awaiting repair or replacement the KDR invoice must be paid before the warranty is enforceable. KDR's reputation and that of the vendors we do business with ensure the satisfaction of the customer. Once a product is delivered and it is signed for,

it is assumed the product was delivered in perfect condition unless noted otherwise on the delivery ticket. If KDR receives a request for an inspection/service call after the product has been placed, the designer must have first inspected the customer's complaint. A KDR Warranty Repair Form must be submitted to begin the repair process.

**Window Treatment Products and Services** - KDR is a full line distributor of brand name window fashions. Published price lists are available on all products. Discounts are shown on the KDR Window Products Discount Sheet.

**Fabrics** – KDR Designer Showrooms is an agent for the industry's leading fabric manufacturers. All fabric lines are offered at wholesale pricing. You can open your own account with each manufacturer to be billed directly by the manufacturer and utilize all of the manufacturer's services through their web site, or you may purchase on your KDR account at the same prices. Please inquire with the sales staff for account applications. For a complete list of the manufacturers, their brands, and websites, please visit www.kdrshowrooms.com

**Wallcoverings** – Discounts vary by company due to different pricing structures. <u>KDR does not accept returns on overages of wallcovering</u>. Only wallcovering with defects may be returned.

Return Policy-Special orders are not returnable. Any merchandise purchased from our inventory and requested for return, will be subject to a 25% re-handling charge. Returns must first be approved by showroom manager for furniture and accessories, customer service for window coverings. A return authorization number will then be issued. Items are considered sold when the designer has KDR staff mark the item as sold and it is pulled from our sales floor.

Fabric Memo Sample Policy – Part of KDR's services include immediate memo sample availability with many of the vendors on display. Due to the high costs involved in maintaining inventory on memo sampling in showrooms across the U.S., many of the fabric vendors limit the quantity of individual patterns they will supply to KDR for the memo library. Therefore, KDR will limit the quantity of memos allowed for check out per visit to maximum of 10 per vendor. Only for special circumstances will KDR allow fabric sample books or master samples to be checked out for 24 hours.

Non-Fabric Sample Check Out Policy - KDR allows our sampling to be checked out for 48 hours at no charge unless special arrangements have been made with showroom personnel for extension. KDR's ability to do business is dependent on sampling being available to our customers. We make a substantial investment each year in new samples and strive to keep our sampling fresh and organized. Sampling not returned will be billed to your account, therefore, be sure a KDR employee checks in your samples when you return them. Once an invoice has been issued and samples are then returned, credit will be issued less a 25% re-handling charge.

"On Approval" Policy - Accessories and artwork are available on an "on approval" basis. Furniture is not. Merchandise is considered sold if not returned within 48 hours. Merchandise that has been invoiced and then desired to be returned, must first be approved. A 25% re-handling charge will apply. Merchandise returned must be inspected by a KDR employee. Damaged merchandise is not returnable.

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