

ICF Sales Terms and Conditions

Prices

Prices are LIST, FOB ICF warehouse Norwich, Connecticut and include standard packing and ground shipping charges to locations in the contiguous 48 states. Unless specified in writing by ICF, no other charges are included in its list prices. ICF reserves the right to change prices without notice at any time prior to order confirmation.

Taxes

All sales, use, excise and other taxes applicable to a sale shall be paid by the purchaser unless appropriate exemption certificates have been submitted to ICF.

General Terms

ICF requires a 50% deposit payment upon the placement of an order. The balance of payment, including invoiced charges not included in our prices, is due prior to shipment.

Credit Terms

At its discretion, ICF may extend credit terms to accredited customers. Credit may be established upon completion and review of a credit application and acceptance of satisfactory trade references. Subject to the following provision regarding the purchase of custom product, accredited buyers will be extended NET-15 terms commencing upon issuance of our invoice. If timely payment is not made, the customer shall be liable for 1-1/2% monthly interest charges and reasonable collection costs, including attorney fees. ICF reserves the right to change credit terms at any time without prior notice.

Terms for Custom Product

Notwithstanding its grant of credit terms to accredited customers, ICF requires a 50% deposit payment to initiate an order for any product that is considered by ICF, in its sole discretion, to be custom. Custom product shall include, but not be limited to, product that requires modification, including staining or upholstery, and product that is not included in the ICF price list at time of order.

Orders

All orders must be in writing and should be addressed and sent directly to ICF at 19 Ohio Avenue, Norwich, Connecticut 06360 or faxed to ICF at 888-784-8209, or placed with your local ICF sales representative. Orders are subject to the terms and conditions set forth herein which supersede all previous terms and conditions and any prior and/or contemporaneous agreements or correspondence regarding the sale. ICF hereby gives notice of its objection to any different or additional terms and conditions. An order is not binding on ICF until the purchaser has received ICF's formal order confirmation and such orders may not be modified except upon the issuance by ICF of a revised order confirmation. Terms set forth in the order confirmation shall control in the event of a conflict between the terms set forth in the order confirmation and those terms set forth herein. Any sale is expressly conditional upon purchaser's assent to the terms and conditions set forth herein.

Change Orders or Cancellations

Changes or cancellations to a confirmed order will be accepted at the sole discretion of ICF and are valid only if confirmed by ICF in writing. Cancellations or changes may be subject to handling charges upon review of the circumstances. In most instances, changes or cancellations will not be accepted after 5 days from the date of the issuance of ICF's order confirmation in respect of custom product. In no event will changes or cancellations be accepted when manufacturing of any product has commenced.

Customer's Own Materials

Customer's own material prices include labor for applying fabric. To assure proper identification, COMs must be clearly marked with an ICF order number, item number, description, and quantity and should be shipped freight prepaid (marked: "inside delivery") to the ICF address noted on the order confirmation. Fabric requirements are based on 51" wide material. If the material is narrower or its pattern requires matching, additional fabric may be required. Excess fabric will not be returned. A cutting of the COM fabric must be submitted with an order. ICF reserves the right to reject any fabric if, in ICF's sole judgement, it is deemed to be unsuitable for upholstery on ICF product. ICF reserves the right to use its own judgment regarding pattern, direction of stripes, right side of reversible fabrics, etc. if specific upholstery instruction is not provided.

Shipments and Freight Terms

All ICF product is shipped FOB, ICF warehouse Norwich, Connecticut. ICF's product prices include standard packing and ground shipping charges by freight carriers chosen by ICF to locations (tailgate delivery only) in the contiguous 48 states. ICF reserves the right to make partial shipments. Any request for particular packing, alternative means of shipment, special circumstances of delivery (e.g., inside delivery or installation), or shipment outside of the contiguous 48 states will be quoted and invoiced as an additional charge.

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Freight Claims

ICF assumes no risk of loss or damage to merchandise after it leaves the ICF warehouse and therefore is not responsible for damage or loss suffered in transit or in storage. ICF believes that its merchandise is carefully inspected and packed according to ICC standards. At time of delivery, the customer (consignee) should examine all cartons carefully and note any visible damage or shortage on the delivery receipt. The customer must claim any damage or loss with the freight carrier within 5 days of delivery and packing materials must be retained until subsequent inspection is made by the freight carrier. The customer is also protected against concealed damages if a freight claim is filed with carrier within 5 days of receipt of goods.

Defects

Any claims against ICF for defects, shortage or error must be made by the customer, in writing, within 10 days of delivery of the product. Failure to make such claim shall constitute full acceptance of the merchandise and waiver of all defects, shortages, and error ascertainable under inspection. ICF is not responsible for damage or loss to product suffered in transit or in storage.

Returns

No merchandise may be returned without ICF's prior written return authorization. Unauthorized returns will not be accepted and will be returned freight collect to the customer. To the extent authorized by ICF, returns of non-defective product will be subject to a 25% restocking charge. Notwithstanding ICF's prior return authorization, if the returned goods are not received in their original condition, the return will become void and the merchandise will be returned to the customer at the customer's expense. The customer shall bear all responsibility for freight and/or concealed damage in respect of the return of goods. Under no circumstances will return requests for custom product be considered by ICF.

Delivery

ICF is not liable for delay or failure to deliver or perform due to strikes, differences with workers, war, riot, fire, compliance with government regulations, acts of God, failure or delay of sources of supply or any other causes beyond ICF's control.

Storage ICF reserves the right to transfer product to storage, at customer expense, if the customer cannot accept delivery by the shipping date specified on the order confirmation. ICF may deem such transfer as delivery for all purposes including invoicing and payment.

Warranty

ICF merchandise is manufactured in accordance with the highest standards of design and manufacture, and is warranted to the original customer to be free from defects in material and workmanship for a period of 5 years of single shift service from the date of delivery, under normal use and under conditions for which the product was designed. During this warranty period, ICF will repair, or at its own option, replace free of charge, such merchandise as shall prove to be defective.

This warranty does not apply to damage resulting from shipment, accident, alteration, misuse, tampering, negligence, abuse or normal wear and tear. Fabrics are not warranted against wear or fading. Printed fabrics are not warranted against irregularity in register. COM fabrics are in no way warranted. This warranty does not extend to color, grain, or texture of natural materials, such as wood, marble, or leather, because of natural variations over which ICF has no control. ICF does not warrant matching of color, grain or texture, except as specified in the order confirmation.

THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL OTHER WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

The foregoing shall constitute ICF's sole warranty and exclusive remedy of customer.

Designs

All products shown in ICF's literature and web site are, and remain, the property of ICF and ICF reserves the exclusive right to distribute and/or manufacture the models shown. All dimensions and weights shown are to be considered approximate. ICF reserves the right to make changes in price, dimensions, design and/or construction without prior notice.

Compliance with Law PURCHASER IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, ORDINANCES, REGULATIONS, RULES AND STANDARDS RELATING TO THE INSTALLATION, MAINTENANCE, USE AND OPERATION OF ICF PRODUCT.

Limitation of Liability

ICF shall not be liable to purchaser for any special, indirect, incidental or consequential damages arising from a breach of the terms and conditions set forth herein. Purchaser's remedies are exclusive and the liability of ICF with respect to the breach of the terms and conditions set forth herein or any contract entered into between the parties pursuant hereto shall not exceed the price of the product or part on which such liability is based.