



TERMS AND CONDITIONS AGREEMENT

As a Wholesale Dealer of Greenington Products, your acceptance of Greenington Goods is evidence of consent to these Terms and Conditions. Unless otherwise agreed to in writing by all parties, the terms and conditions set forth in this agreement will govern all transactions between Buyer and Greenington.

PAYMENT TERMS:

Orders must be prepaid prior to shipping unless credit terms have been agreed to by Greenington. If payment terms have been agreed upon by both parties and account becomes delinquent, past due amounts are subject to a 1.5% per month late fee. Delinquent amounts over 60 days are subject to a re-billing fee of \$25. Checks submitted with Non-Sufficient Funds (NSF) are subject to a \$50 processing fee.

ORDERS:

Minimum opening order must exceed \$2,000 to become a qualified stocking dealer. All orders are subject to acceptance by Greenington.

Orders can be placed by; contacting Sales Representative, by email to orders@greenington.com, or by fax to 253-867-5462. Allow up to two (2) business days for reply or acknowledgement of Dealer Purchase Order before order processing and shipping preparations is begun.

Any complete order (with the exception of **Back Orders**) older than 30 days may be cancelled and items returned to inventory unless special arrangements have been agreed to by Greenington. Payment in full will be required to hold any order longer than fifteen (15) days.

All **Special Orders** require pre-payment, must be approved by Greenington and cannot be cancelled. Allow 60-90 days for **Special Orders** to arrive to the Kent warehouse. Once received by the warehouse, shipping arrangements will be made.

SHIPPING:

In the absence of specific shipping instructions from a Wholesale Dealer, Greenington reserves the right to ship in any way Greenington deems expedient without recourse. All arrangements for pick-up and delivery by preferred carrier must be handled by the Wholesale Dealer. Dealer is responsible for any and all shipping charges. Any additional shipping service charges authorized by Wholesale Dealer but not previously billed on original sales order will be added to the appropriate invoice for such orders.

Greenington reserves the right to designate or refuse to ship via a particular carrier for any order, especially over-sized items, such as table tops, or other easily damaged items. Greenington will ship the order only after the customer signs Freight Liability Release sheet.

Greenington Products are thoroughly inspected carefully packed and palletized before shipment. All orders will be photographed prior to release from the warehouse. It is the Dealers' responsibility to inspect all goods being delivered from Greenington to assure that no external damage has occurred during shipping. Any evidence of loss or damage must be noted on the Bill of Lading and signed by the carrier's agent. Failure to adequately describe such external evidence of loss or damage may result in the carrier and/or Greenington refusing to honor any damage claim.

No claim against Greenington for any damage or defect in the Goods furnished hereunder, whether for breach of warranty or contract or for negligence or otherwise shall be valid or enforceable unless a notice of Claim is reported to claims@greenington.com. The Greenington Claim Form is submitted and received by Greenington from the Wholesale Dealer within three (3) business days from the date the item is received.

Any Dealer utilizing **Drop-Ship Delivery** is responsible for all freight/delivery requirements and must arrange for pick-up and delivery to the end-user. A \$10 drop-ship fee will be charged by Greenington on all **Drop-Ship Delivery** orders. **Drop Ship Deliveries** shall be Freight out Bound (FOB) Greenington's warehouse in Kent, WA. Greenington is responsible for loading onto the collecting vehicle, unless otherwise specified. Risk of loss or damage shall the responsibility of the Dealer upon Greenington's tender of the Goods to the initial carrier. If the Goods are to be exported from the United States, the Goods will be cleared for export but the Goods will not be cleared for import at the named port of destination and Wholesale Dealer will be responsible for all formalities, duties, taxes and other charges upon importation. Greenington shall not be liable for any loss or consequential loss arising from any damage or shortage. The carrier shall be deemed to be the Wholesale Dealer's agent.

LIMITED WARRANTY:

Greenington provides a 1 year Residential Limited Warranty from date of invoice. Greenington, at its sole discretion, will repair, replace or refund the cost Wholesale Dealer paid for any defective merchandise within the terms of this warranty. Freight, delivery charges and any labor/assembly charges are not included in said warranty. Any replacement of damaged or defective items will be shipped with an existing purchase order on file or subsequent purchase order to be submitted at a later date by Wholesale Dealer, unless Wholesale Dealer makes or provides for other shipping arrangements. Additionally, any and all claims for repair bills for blemishes and/or defects submitted without prior approval from Greenington may be denied. Floor samples or products sold "as is" are not covered by this warranty.

Any claim for defective merchandise must be reported to claims@greenington.com and a Greenington Claim Form is to be submitted and received by Greenington from the Wholesale Dealer with all necessary documentation within the timeframe designated on the Claim Form.

PRICING:

All prices are subject to change without prior notice. Greenington will make every effort to give at least 15 days' notice of any pending price change. All prices are in U.S. dollars and all payments must be made in U.S. dollars.

RETURNS:

No unauthorized returns will be accepted by Greenington. Returns may be authorized under special circumstances. Approved returns must be in original unopened packaging, in saleable condition and include a Return Authorization (RA) number provided by Greenington. RA number must be printed on original packing slip to ensure proper credit to your account. A 30% restocking fee applies to all returns. Return freight must be arranged for and paid for by the Dealer or its customer. All authorized returns will be inspected by Greenington for any shipping and/or handling damages prior to payment of any refund due.

JURISDICTION:

This Agreement and all transactions contemplated hereby, shall be governed by and in accordance with the laws of the State of Washington and the laws of the United States of America applicable therein and the parties hereby irrevocably nominate the courts of King County of Washington State USA as the appropriate jurisdiction to hear any dispute which arise or in connection to this Agreement. The Dealer herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in King County, State of Washington. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Dealer and Greenington agree to reimburse the prevailing party's' reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

FORCE MAJEURE:

Greenington shall not be liable for any loss or damage caused by non-performance, delays in delivery or non-delivery due to labor disputes, industrial action, strikes, lockouts, damage to Greenington's facilities, acts of God, war, fire, flood, draught, tempest, failure of Greenington's suppliers, manufacturers or subcontractors to meet scheduled deliveries or any similar or dissimilar cause beyond Greenington's reasonable control or making Greenington's performance hereunder commercially impracticable.

ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to this Agreement.

3.15.2016