



Terms, Conditions and Warranty

Prices

All prices are LIST. We reserve the right to change prices without prior notification at any time. For orders with a NET value of \$1999 or under, a \$125 freight fee applies. For orders with a NET value of \$2000 or over, a freight fee equaling 6% of the NET order value applies.

Effective April 15, 2021, a Commodity Surcharge equal to 5% on NET price applies to all Nevins product lines, except for those products supplied under the Gresham by Nevins label.

Ordering

Orders may be:

Emailed: sales@nevins.co

Faxed: 713-230-2150

Mailed: Nevins

P.O. Box 108

Cat Spring, Texas 78933

Orders will not be entered into production and acknowledged with estimated ship date until all specification information is complete. All orders are subject to final acceptance by Nevins. Receipt of our acknowledgment indicates acceptance of your order subject to the terms set forth on the acknowledgment. Customers must notify Nevins in writing of any discrepancies within 24 hours. Nevins cannot be held responsible for misinterpretations. Change orders are dependent upon our ability to accommodate the specification, terms and status of the order in production, and may be subjected to additional charges for labor, material and any other costs involved.

Product Modification and Custom Orders

Nevins is capable of and willing to make modifications on our existing line in order to meet your needs and requirements. We can provide formal quotations upon request. Please call our Quotation Department at 800-231-2744 or email: quotes@nevins.co

Cancellations and Returns

No orders may be canceled after production has begun. All items are made to order and cannot be returned. However, if Nevins has shipped an incorrect item or the item has a manufacturer's defect, a written Return Authorization Number must be issued by Nevins. Nevins will not accept any charges for repairs, replacements, installation, delivery charges, nor allow any deductions from invoices without prior authorization. Nevins reserves the right to have a representative inspect the product and a digital photo will be required prior to issuing a Return Authorization Number. Any merchandise returning to Nevins under a Return Authorization Number must be wrapped and boxed in the product's original packaging material and shipped to Nevins Warehouse, insured and freight prepaid. No collect shipments will be accepted. Any returns received damaged are subject to fees if not packaged properly.

Specifications

Nevins reserves the right to change prices, specifications, finishes and discontinue products at any time without prior notice.

Shipping/Freight

All products are shipped FOB factory, freight prepaid within the 48 contiguous states. Nevins will determine the most suitable method and carrier. All shipments will be cartoned and/or crated unless otherwise requested. Special requests such as inside delivery, residential delivery, etc, are subject to additional charges.

FREIGHT

There is a \$125 minimum order freight charge for all orders less than \$2000 NET. For orders over \$2000 NET please add a 6% freight charge to all orders. We reserve the right to change prices without prior notification at any time. Nevins reserves the right to add an additional surcharge for Custom or Stone products. This surcharge will be calculated depending on the type, size and destination of the product.

FREIGHT CANADA

If your order is \$3,999 or under, LIST please add \$225 for freight If your order is \$4,000 or over, LIST please add 6% of LIST for freight Exception- Parson and Climb, 8% of LIST GOODS AND SERVICES TAX APPLICABLE

FIXED 1.27 EXCHANGE RATE

White Glove Delivery and Installation Service

Nevins is pleased to offer their White Glove Service for marble and granite tables. We will quote delivery and installation of the tables anywhere throughout the continental USA. If the customer opts to not utilize our White Glove Service, a freight fee equaling 11% of the orders NET value will apply.

Partial Shipments

Nevins reserves the right to make delivery installments. All such installments when separately invoiced shall be paid for when due per invoice, without regard to subsequent deliveries.

Delay in delivery of any installment shall not relieve the purchaser of its obligations to accept remaining deliveries.

Freight Claims

All merchandise is inspected and is in perfect condition when given to the freight carrier.

Legal title of merchandise passes to the buyer upon acceptance from the carrier. Nevins is not responsible for damage during shipment. The consignee (buyer) must inspect all merchandise upon arrival for visible or concealed damage. The consignee (buyer) must identify and document loss and/or damage carefully. Do not sign the delivery receipt until the visual inspection is complete at the time of delivery.

Delivery Inspection

The consignee (buyer) must inspect all shipping units upon arrival for visible or concealed damage. The consignee (buyer) is responsible for verifying the number of shipping units and number of cartons or pieces on each shipping unit matches the count indicated on the delivery receipt.

All shipping units must be opened and inspected for concealed damage. Failure to complete a thorough inspection upon delivery may void the buyers' claim of damages and all liability will transfer to the buyer.

Please note: A notation of "subject to inspection," by itself, is not considered a valid notation of loss or damage.

Visible Damage

Should you receive any portion of a shipment in damaged condition, either apparent or concealed, it is the duty of the consignee (buyer) to note the details of any suspected damage on the carrier's delivery receipt. **Damaged freight cannot be refused** by the consignee (buyer). Refusal to accept merchandise from the carrier does not relieve the buyer of responsibility for payment, and may incur additional charges.

At the time of delivery, the consignee (buyer) must proceed as follows.

- Open any shipments that show signs of loss or damage while the driver is present.
- Examine the contents with the driver.
- Record an exact, detailed description of the results of the examination on the delivery receipt. Avoid general or generic terms such as "box damaged" or "torn". This type of notation does not provide adequate support for your claim. **Note: If damage is not noted on the delivery receipt, the carrier is no longer responsible for damages or shortages.**
- Call the carrier immediately to request an inspection and freight claim instructions.
- **Do not install damaged product.** All damaged product and packaging must be retained until the carrier has completed their inspection and the freight claim is settled. Failure to retain damaged product and packaging will result in a transfer of all liability to the customer.

Concealed Damage

If you discover concealed loss or damage after you have given the freight carrier a clear delivery receipt, proceed as follows.

- Keep the shipment (containers and contents) in the same condition that they were in when the damage was discovered.
- Notify the carrier within 5 days from date of delivery.
- **Do not install damaged product.** All damaged product and packaging must be retained until the carrier has completed their inspection and the freight claim is settled. Failure to retain damaged product and packaging will result in a transfer of all liability to the customer.

Damage Claims

Claims for damaged or lost freight must be processed with the carrier and not with Nevins. The buyer has the sole obligation of seeking recourse against the carrier. At no time may claims be deducted from our invoices.

Replacement of Damaged or Loss Merchandise

Contact Nevins Customer Care representative, in writing, to initiate replacement order.

Delays in Delivery

Acknowledged ship dates are based on current and expected manufacturing capabilities and are approximate. Nevins reserves the right to revise its acknowledged ship date and assumes no liability for consequential damages due to delays.

Redelivery of Freight

In the event a change to the delivery address is required or a scheduled ship date needs to be extended, Nevins must be notified two weeks prior to the scheduled ship date. Without said notification, any redelivery or re-consignment fees incurred will be billed to the customer.

Storage

If conditions are such that the customer is not able to accept delivery and the merchandise must be stored, any fees incurred for the storage of the merchandise shall be billed to the customer. Customers will bear all risk of damage or loss during storage.

Modifications to Terms & Conditions

Nevins reserves the right to modify these Terms & Conditions at any time. Refer to most current Terms and Conditions at www.nevins.co

Payment

A 50% deposit with balance due prior to shipping is required from all customers without approved accounts. Nevins accepts Mastercard / Visa and payment by electronic transfer. To establish an open account, our credit application should be completed in full, signed by an officer of the company and emailed to our credit department, accounting@nevins.co, for processing. Please allow 2-3 weeks for approval. Customers with an open account are Net 20 days from date of invoice on all catalog products. However all custom, stain to match, and stone orders require 50% deposit before production with the balance due prior to shipping. Changes regarding payment terms can only be made through our credit department.

Limited Warranty

All products manufactured by Nevins are guaranteed to be free from defects in design, material and workmanship, given normal use and proper care, for 10 years of single-shift service, from date of purchase.

Exceptions are as follows:

- Casters and Glides – 1 year
- Adjustable work surface mechanisms – 2 years
- Folding/Flipping Mechanisms – 3 years
- Seating Products – 5 years
- Foam padding – 2 years
- Bio Canvas – 1 year
- Leaf Living Walls – 1 year
- Phone Booth – 3 years

This warranty is non-transferable and applies only to the original owner and the original use of the product. This warranty is void in cases of damage in transit, normal wear and tear, negligence, abuse, abnormal usage, misuse, accidents, and improper cleaning and maintenance.

Warranty Repairs or Replacements

In the event Nevins determines that a product is covered under this Limited Warranty, Nevins will replace or repair, at our discretion, without cost to our customers, any item found to be defective as a result of defective material or workmanship. We will not, however, repair any item that has been abused or subjected to any use other than what was originally intended for the product. The decision of defects in workmanship, materials or the decision of misuse, abuse or improper use remains with Nevins.

Any repairs by the customer must receive specific written authorization from Nevins before being executed on location to receive proper reimbursement for the associated costs. Nevins does not cover labor or installation cost for warranty repair or replacement products. In no event shall liability under this warranty exceed the original purchase price.

Owner Responsibilities:

Periodic inspection and maintenance are required: bolts and screws must be kept tight; levelers, gliders, and casters must be inspected and adjusted or replaced as necessary. Defective furniture must be withdrawn from service immediately. Please contact Nevins for consultation. Failure to maintain furniture can void warranty.

Warranty Not Covered

Nevins Limited Warranty does not apply to:

- Damage caused by transportation company.
- "Self Edge" laminate; edge peeling, chipping or cracking – no warranty.
- Wood / Veneer Wood Finishes – Nevins has no control and cannot warranty the variations in graining, color, scars, texture and pattern of wood which may occur naturally as a result of dye lot, exposure to light and aging.
- Natural Stone - Natural stone products are sold subject to irregularities of color, surface variations, veining or texture.
- Graded-In, COM, COV, and COL Fabrics - Nevins will not be held responsible for wear, fading, performance, appearance, behavior, flame retardancy or durability of any fabrics or leather whether supplied by the Customer or by Nevins. Graded-In, COM or COL fabrics are not covered under Nevins Warranty. Consult with upholstery material suppliers for performance criteria and suitability of individual materials.
- Back Painted Glass – Nevins warranty covers peeling, delaminating & color fade. Glass can include some inherent imperfections, (i.e. scratches, small dirt particles) often located within the layers of the glass. The degree of visual impact once painted, can vary based on location and color selected. We strive to minimize this presence on our finished tabletops but because it is the nature of glass, these imperfections may appear, but are not considered a material defect and therefore not subject to replacement under warranty. Glass breakage for any instance, other than documented freight damage, is not covered under Nevins warranty.
- Components not manufactured by Nevins. Such components are covered by the specific individual manufacturer's warranty. These items include, but are not limited to, Plastic Laminates, Door Pulls, Hinges or Touch Latch Mechanisms, Drawer Pulls or Slides, Swivel Mechanisms, Power Units, Audio Components, Lamps/Lighting, Mechanical Devices, Electric Control Panels, Refrigeration Units, Recycle Bins, Slide Swivel Mechanisms, Laptop Drawers, Keyboard Trays, CPU Holders and Treadmills.
- Products that have been subject to misuse, neglect, alteration, damage or inexperienced installation.

- Changes in surface finishes, including colorfastness due to aging, extended exposure to sunlight, improper care or cleaning.
- Products that have been exposed to dramatic temperature or humidity variations. Nevins products are intended for Indoor use only. Warranty will be void if products are used outdoors or in humid environments.
- No warranty is made with respect to non-standard materials selected by and used at the request of the customer.

Warranty Disclaimer

There are no other warranties expressed or implied.