

## TERMS AND CONDITIONS POLICY

Geovin Furniture Inc. ("Geovin") values and appreciates our Dealers and works diligently to merit the trust and confidence placed in us. The following policy has been formulated to acquaint Dealers with the operating guidelines of Geovin. Familiarity with our operating requirements will enable Dealers to work more effectively with Geovin.

A Geovin Dealer is a commercial entity duly authorized by federal and state (provincial) authorities to engage in the purchase and resale of furniture products to the end consumer and trade professionals.

Each Dealer is responsible for reading, understanding, and complying with each of the policies contained herein. Geovin reserves the right to change or update policies from time to time.

Geovin recognizes the right of any Dealer to cease doing business with Geovin at any time. Likewise, Geovin reserves the right to cease doing business with any Dealer that does not meet sales requirements or represent Geovin properly. Notification of termination will be issued in writing by Geovin with a thirty (30) day notice.

All Dealers will submit an opening purchase order for a collection or collections to display inside their showrooms. Dealers shall always maintain and display the products in a like-new condition. Dealers must also maintain and display up to date sales and marketing materials provided by Geovin.

All Dealers are expected to sell furniture only from locations approved and authorized by Geovin. Proposed new selling locations must be submitted to your sales representative for approval. Geovin will not continue to do business with any Dealer who sells Geovin products from an unauthorized location.

All Dealers are expected to provide adequate service to customers who buy or are interested in buying Geovin products. Failure to provide such service, particularly service required under the Geovin Limited Warranty, may result in termination of the Dealer as a Geovin account.

All Dealers are expected to provide post-sales service to their customers. Each Dealer is expected to un-carton, inspect, and do any necessary touch-ups to the products after they are received from the factory and prior to installation. At the time of installation, Dealer installers should be responsible for assembly, set-up, cleaning, repairing minor defects, making drawer and door adjustments, leveling and all other routine delivery services.

Each Geovin Dealer is expected to purchase a minimum amount of furniture each year. Any Dealer who does not meet the minimum purchase requirements or is inactive for a period of six (6) months may be terminated as a Geovin Dealer. Contact your sales representative for more information.

## DEALER ACCOUNT APPLICATION

Geovin requires a completed account application from every Dealer. The application must be completed in full, with true and accurate information, and signed by an officer of the company. A Dealer may choose or Geovin may request, in addition to the account application, additional credit references, financial information, and or audited financial statements.

A Dealer dropped from the account list will be treated as a new account. If new orders are received and deemed acceptable, they will be subject to the requirements of a new account.

## SALES AIDS

Geovin provides to its Dealers, through our online Dealer portal at [geovin.com](http://geovin.com), digital content. This includes, but is not limited to, comprehensive product information, pricing, and marketing material. All digital content must be used for the promotion of only Geovin products, and it should be identified as such. Geovin reserves the right to make changes to its digital content without prior notice.

Geovin provides a Sales Kit to each of its Dealer locations displaying a Geovin collection. The kit includes finish samples, fabric swatches, and a handle board. Please contact your sales representative to receive your Sales Kit.

All sales aids remain the property of Geovin. These materials are provided for the exclusive use of the Dealer to assist in the sale of Geovin products.

## TERMS AND CREDIT

### INVOICING

Geovin invoices will be sent via e-mail. Invoices will be dated and sent on completion. Completion means that the order has been packaged and is ready for carrier pick-up.

Deductions may not be made by the Dealer for advertising, promotions, quality problems, freight, or any other reason without prior written authorization by Geovin. Such a deduction could result in the curtailment or suspension of further shipments until the matter is resolved.

Delinquency notices are generated and mailed periodically. Service charges of 18% per annum will be added to each past due transaction. Unpaid service charges will be accrued and invoiced on a periodic basis.

Past due notices may result in orders being held until the situation is resolved. This credit hold could prevent orders from being placed into production or shipped. Orders not in production that are placed on credit hold for three (3) weeks will be subject to cancellation. Severe past due situations may result in the employment of a collection agency or other collection litigation. If any collection activity is necessary regarding a Dealer account, the Dealer will be responsible for the payment of all attorney and collection agency fees. A slow payment history may result in the reduction or elimination of an open line of credit.

## PAYMENT METHODS

### ACH DIRECT DEPOSIT

ACH Direct Deposit is Geovin's preferred payment method. ACH transactions are safe, inexpensive and process quickly. For Geovin to receive ACH payments, Dealers must request Geovin's electronic deposit authorization form. This form will provide Geovin's banking information required to add Geovin as an ACH Direct Deposit payee on Dealers on-line banking site.

### E-TRANSFERS (Canadian dealers only)

Electronic e-mail transfers are safe, inexpensive and process quickly. Please e-mail funds to [anthony@geovin.com](mailto:anthony@geovin.com).

### CREDIT CARD

For Credit Card payments please visit [www.geovin.com/payment](http://www.geovin.com/payment). Additional charges may apply. The page will redirect your payment to a hosted pay page managed by our payment processor Moneris, a top and fully secured, payment processor.

# GEOVIN

Geovin Furniture Inc.  
51 Hanlan Road, #03  
Woodbridge, Ontario, Canada  
L4L 3P5

## **CHECK, CERTIFIED CHECK OR BANK DRAFT**

Check, Certified Check or Bank Draft. Please note that depending on terms assigned, orders may be held for periods of up to three weeks to allow checks to clear between financial institutions.

Not Sufficient Funds ("NSF") checks will be assessed a one hundred (\$100) administrative fee. NSF could result in the curtailment or suspension of further shipments until the matter is resolved.

## **TERMS**

### **OPEN TERMS "NET 30 DAYS"**

Payment in full is due thirty (30) days from the date of invoice. Authorized payment methods include ACH Direct Deposit, E-transfers (Canadian dealers only), Credit Card or Check. If payment is made by credit card additional charges may apply. If payment is made by check, please ensure that check is postmarked no later than twenty-five (25) days after the date of invoice.

### **DUE ON DELIVERY TERMS "NET 10 DAYS"**

Payment in full is due ten (10) days from the date of invoice. Authorized payment methods include ACH Direct Deposit, E-transfer (Canadian dealers only) or Credit Card. If payment is made by credit card additional charges may apply.

### **DUE ON DATE OF INVOICE TERMS**

Payment in full is due on the date of invoice. Authorized Payment methods include ACH Direct Deposit, E-transfer (Canadian dealers only) or Credit Card. If payment is made by credit card additional charges may apply.

### **DUE ON DATE OF INVOICE WITH DEPOSIT TERMS**

A deposit or sometimes full payment will be required to accompany a purchase order. We will advise you of the deposit amount when we acknowledge your order. Authorized payment methods include ACH Direct Deposit, E-transfer (Canadian dealers only) or Credit Card. If payment is made by credit card additional charges may apply.

## **TITLE**

Title of goods shall remain vested in Geovin and shall not pass to the Dealer until the purchase price for the goods has been paid in full, received and cleared by Geovin. Until title passes to the Dealer, Geovin shall have authority to register a lien, retake, sell or otherwise deal with and/or dispose of all or any part of the goods. Irrespective of whether title to the Goods remains vested in Geovin, risk in the Goods shall pass to the Dealer upon delivery.

## **ACCEPTANCE OF ORDERS AND CONDITIONS OF SALE**

Purchase orders must be issued to Geovin. Purchase orders must contain Geovin's Code Key with quantity. Adding product name and attributes (finish, fabric, and hardware) is encouraged but is optional. In addition, purchase orders should identify destination, preferred freight method, Dealer agreed upon terms and any other special instructions required. Purchase Orders may be mailed, faxed or e-mailed. Handwritten orders or telephone orders will not be accepted. Purchase Orders must be signed by an officer of the company or duly appointed purchasing professional of the Dealer.

All purchase orders are subject to acceptance by Geovin, in accordance with Geovin's Terms and Conditions policy. Sales Order Acknowledgements will be sent by Geovin via email within forty-eight (48) hours from receipt of the Purchase Order.

The acceptance of all orders is conditional upon the terms and prices printed on the Sales Order Acknowledgement form. No terms,

stipulations or conditions contained in Dealers submitted purchase orders shall have any force or effect. The Dealer is responsible for promptly notifying Geovin of any disagreement with the Sales Order Acknowledgement and its terms. Orders submitted incorrectly become the responsibility of the party writing the order, and they will be held responsible for any expenses incurred.

Sales Order Acknowledgements must be signed by an officer of the company or duly appointed purchasing professional of the Dealer, with signing authority.

## **REVISIONS / CANCELLATIONS**

All reasonable requests for revisions on orders will be honored if received in writing prior to start of production and in time to make the change. Geovin reserves the right to charge for labor, materials, and administrative costs for order revisions. All orders in production are considered firm orders and are not subject to change or cancellation.

## **APPROVAL PROCEDURES CUSTOMER'S OWN MATERIAL ("COM") FABRIC**

Due to aesthetic reasons or application restraints, Geovin must preapprove any COM fabric for application on certain Geovin products. Geovin reserves the right to reject any covering which in our opinion is unsuitable for upholstery purposes. Standard ordering procedures apply for COM orders.

## **APPROVAL PROCEDURES CUSTOMER'S OWN HANDLE ("COH")**

Due to aesthetic reasons or application restraints, Geovin must preapprove any COH handle for application on certain Geovin products. Geovin reserves the right to reject any handle which in our opinion is unsuitable. Standard ordering procedures apply for COH orders.

## **APPROVAL PROCEDURES SPECIAL FINISHES**

Due to aesthetic reasons or application restraints, Geovin must preapprove any special finish for application on certain Geovin products. Geovin reserves the right to reject any finish which in our opinion is unsuitable.

Requests for a special wood finish should be directed to your sales representative. Special wood finishes made to customer specifications may be available at a 5% net upcharge with a \$250 net minimum per finish per Purchase Order. The Geovin finishing lab will prepare a special wood finish sample and ship direct to the sales representative, Dealer or other designated party for approval. Orders with a special wood finish will not be acknowledged until the special finish sample is approved in writing and received by Geovin. Standard ordering procedures apply for special wood finish orders after sample approved. Special wood finish orders are not subject to revision or cancellation after acknowledgement. Additional lead time may be required.

Special painted finishes must be specified on the Purchase Order when submitted. Special paint finishes include any Benjamin Moore Color ("BM"). Special BM painted finishes may be available at a 5% net upcharge with a \$125 net minimum per color per Purchase order. Normal ordering procedures apply for Special BM painted finishes. Special BM painted finish orders are not subject to revision or cancellation after acknowledgement. Additional lead time may be required.

## **CUSTOM ORDERS**

Custom denotes construction changes that include dimension and configuration changes and/or material changes that may be requested. Each request will be costed individually, priced accordingly and require Dealer confirmation in writing. Custom design for products may be subject to minimum quantities, up charges, and additional lead times.

## **QUOTE PROCEDURE - CUSTOM**

All custom construction pricing requests should be directed to the Geovin sales representative. Geovin requires two (2) to five (5) working days to properly cost and price custom construction changes. However, more time may be required, and sketches may be requested by Geovin if needed.

Custom quotations are based on the quantities, the structural changes and the scope of the entire job as given to Geovin. Any deviations from the original request will require re-evaluation of pricing. Custom quotations are valid for thirty (30) days from the date of quotation.

## **ORDER PROCEDURE - CUSTOM**

Normal ordering procedures apply for custom orders. A custom order will not be acknowledged for shipment until the appropriate custom construction, or drawings are signed by the Dealer and returned to Geovin. Custom orders may not be cancelled, revised, or delayed after acknowledged by Geovin.

## **FREIGHT AND SHIPPING**

### **FOB FACTORY, DEALER PICK-UP**

All shipments will be FOB Factory (Toronto, Ontario, Canada). Available to Canadian dealers only.

Geovin is not liable for any damages occurring during transit or storage. The Dealer assumes all responsibility upon acceptance of product. No product should be refused.

### **FOB FACTORY OR FOB USA TERMINAL, FREIGHT PRE-PAID**

All shipments will be FOB Factory (Toronto, Ontario, Canada) for Canadian dealers. All shipments will be FOB USA Terminal (i.e., North Carolina) for USA dealers.

All orders are shipped via preferred Geovin carriers with a guaranteed freight cost. Freight costs will include, but not limited to, freight fees, fuel surcharge, and identified accessorial charges. Freight costs will be estimated and added to the Geovin Sales Order Acknowledgement and finalized and added to the Geovin Invoice, and payment will be due according to your terms. Geovin will not be responsible for any additional accessorial charges not identified on the Dealer Account Application form.

Geovin is not liable for any damages occurring during transit or storage. The carrier assumes all responsibility upon acceptance of product. The Dealer assumes all responsibility upon delivery. Claims for damages, errors, or shortages will be placed against carrier by Geovin. To be clear, this means Geovin will manage the claim on the Dealers behalf. However, it is the Dealers responsibility to inspect all products upon receipt and immediately file a report with Geovin. No product should be refused.

If products are received with noticeable damage a written exception and description should be made on the bill of lading and an immediate inspection requested of the carrier by the Dealer. Photographs and or video of the damages should be recorded and reported, by the Dealer, to Geovin immediately. Furthermore, a thorough inspection of the entire shipment detailing all damages, including concealed damages, must be reported to Geovin within twenty-four (24) hours of delivery.

Concealed damage must be reported to Geovin within ten (10) business days from date of delivery. Photographs and or video of the damage(s) should be recorded and included in a Dealer report.

Failure to report to Geovin shall constitute acceptance of the products and waiver any claims of damages, defects, errors, or shortages.

## **FREIGHT AND SHIPPING**

### **FOB FACTORY OR FOB USA TERMINAL, FREIGHT COLLECT**

All shipments will be FOB Factory (Toronto, Ontario, Canada) for Canadian dealers. All shipments will be FOB USA Terminal (i.e., North Carolina) for USA dealers.

Dealer will identify a third-party carrier of choice.

The Dealer will ship collect and assume responsibility for all freight costs which will include, but not limited to, freight fees, fuel surcharge, and identified accessorial charges. Pick-up arrangements must be made no later than seven (7) days after date of invoice. If delayed, additional warehousing costs may be incurred.

Geovin is not liable for any damages occurring during transit or storage. The carrier assumes all responsibility upon acceptance of product. The Dealer assumes all responsibility upon delivery. Claims for damages, errors, or shortages will be placed against carrier by the Dealer. No product should be refused.

Please reference the carriers' rules and regulations regarding damages, errors, or shortages. Geovin recommends, if products are received with noticeable damage, a written exception and description should be made on the bill of lading and an immediate inspection requested of the carrier by the Dealer. Photographs and or video of the damages should be recorded and reported, by the Dealer, to the carrier immediately.

Failure to report to the carrier may constitute acceptance of the products and waiver any claims of damages, defects, errors, or shortages.

If an order is valid and shipment refused, then the Dealer shall pay freight charges both ways and will be responsible for paying for the merchandise in full. Only Geovin has the right to authorize the return of refused shipments to the factory or place it in a local warehouse at Geovin expense.

### **QUALITY ASSURANCE CLAIMS**

Dealer or sales representatives may request replacement parts and local repairs. An estimated cost of repair must be submitted in writing to Geovin and approved in advance of work commencing.

Automatic chargebacks will not be accepted, and the Dealer may not submit or deduct any charges from payments until the necessary approvals have been made and a credit memo has been issued internally to apply against a specific invoice.

The Dealer or sales representative may negotiate an allowance to retain a defective or non-conforming item "as is" with prior approval from our Geovin.

No adjustments or allowances will be made, nor any procedures for corrections begun, until approved by Geovin. Photographs may be required.

If Geovin agrees to be responsible for a claim, Geovin may elect to authorize the repair locally or make other adjustments in lieu of a return.

When local repairs and allowances cannot be made, the subject merchandise may be brought back to the factory for repair and returned to the Dealer. A "Return Authorization" must be issued by Geovin before any merchandise can be returned, or it will be refused, and the carrier will be instructed to contact the Dealer for disposition.

# GEOVIN

Geovin Furniture Inc.  
51 Hanlan Road, #03  
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Furniture returned to the factory must be cartoned and secured in accordance with the National Motor Freight Classification Tariff, or it will be refused. Geovin is not responsible for any handling or packaging charges prior to shipment.

Customer complaints directed to Geovin will be referred to the Dealer for handling.

## LIMITED WARRANTY - GEOVIN FURNITURE INC

The liability of Geovin for any defective merchandise shall be limited to replacement of merchandise or refund of purchase price at the discretion of Geovin.

Geovin will repair or replace, at its discretion, and without charge to the original purchaser, any product or part thereof which fails as a result of defects in material and workmanship, under single shift use and normal care, for one (1) year from the date of shipment, with the following exception drawer glides have a Lifetime Warranty for original purchase.

Repair or replacement of discontinued product will be at the discretion of Geovin.

This warranty does not cover misuse or abuse of product, or damages as the result of dramatic temperature changes, exposure to unusual conditions, or incurred by contact with other products. Geovin has the exclusive right to make the final determination of product misuse or abuse.

Natural color changes, variations or movements in lumber or veneer products, exposure to extreme temperature changes and direct sunlight may cause color changes and/or surface damage. These are circumstances beyond the control of Geovin and are not warranty issues.

This warranty is the customer's exclusive remedy for product defects and does not apply to damage caused by a carrier, Dealer, installer, user modification, or attachments to a product.

Except as stated, Geovin makes no express or implied warranties as to any product, and in particular, makes no warranty of merchantability and/or of fitness for any particular purpose. Geovin shall not be liable for any consequential or incidental damages or for commercial loss arising from any product defect.

This warranty gives specific legal rights. Other rights vary from state to state. Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply.

All complaints must be resolved through the original purchaser. To obtain warranty service, the purchaser must supply dated proof of purchase.

Geovin reserves the right to make changes without prior notice in dimensions, design and/or construction, price lists or product literature.

## WARRANTY LIMITATIONS AND EXCLUSIONS FOR FABRICS

Geovin does not warrant nor guarantee fabrics against fading, shrinking, stretching, seam slippage, wear abrasion, wrinkling, creasing, staining, running or discoloration from contact with any liquid or alteration in color and hand due to any finish treatment.

Geovin is not responsible for dye lot differences or any discrepancies in widths of fabric and does not guarantee, warrant, or represent exact matches to cuttings, memos and samples. Fiber content and/or yarns may be substituted at our discretion. Fabric sources may be changed without notification.

## DESIGN RIGHTS

All of the products shown on the [geovin.com](http://geovin.com) web site are, and will remain, the property of Geovin.

## APPLICATION OF POLICY

Failure of the Dealer to observe the requirements of this Geovin Sales and Service Policy may be grounds for Geovin to cease doing business with the Dealer.