



## Payment Terms and Conditions

### 1) Terms of Sale

1. These Terms and Conditions will apply to the Customer purchasing Goods or Services from the Company 'Tyler Furnishings & Design' whose address is 653 W 5300 S Murray, Utah, 84123.

2. **Prices** - Prices are agreed upon at the time of order and prior to payment of deposit and are subject to changes without prior notice. Where the Supplier has undertaken to arrange shipping, it shall do so as agent for the Customer and can charge for delivery and any transit/shipping costs.

3. **Payment** - Payments must be made mandatorily to the Company without any discount or deduction other than as stated in the Terms or in the invoice of relevance. If the Customer fails to make any payment when due, the Company shall be entitled to exercise all or any of the following rights:

a. suspend collection and/or deliveries of Goods and/or performance of Services until paid.

b. charge interest on the overdue amount from the due date until payment is paid in full.

4. **Delivery** - Times given for delivery or performance by the Supplier are estimates only and, except by operation of law or as otherwise agreed, time shall not be of the essence.

5. **Title** - Legal ownership of the Goods will only pass to the Customers if the agreed amount has been paid in full.

6. **Risk** - Risk of loss of or damage to the Goods shall pass to the Customer from the moment of delivery or on collection.

7. **Inspection** - The Goods are assumed to have been accepted in good order and condition until and unless the customer after its inspection has given written notice to the Company within 7 days after collection or delivery.

8. **Cancellations** – Placed orders are not subject to cancellation, modification or deferred without the prior written consent of the Company and is at the Company's sole discretion to accept or reject the writing.

9. **Warranty** - Goods supplied are covered under warranties as are specified by the manufacturer and supplied subject to the product standards detailed by the manufacturer. If the Goods do not conform to any applicable statutory warranties or other terms, the Supplier may or may not repair or replace the relevant item or offer a refund for the relevant item.

10. **Displays and Samples** - Display products or samples provided to the Customer is only for the convenience of a Customer and does not constitute a sale by product or

sample. When collecting or receiving a display product or sample, the Customer is liable for the condition of that product or sample and will be charged a relevant amount if damaged, lost, or stolen. The Customer must return display products or samples to the Company no later than the allotted time given. A late fee will be applied until the products or samples have been returned or collected and accepted in good condition by the Company.

**11. Governing law** - The terms of agreement will be governed by courts mentioned in the agreement and any disputes will be settled in the mentioned court.

**2) Ordering Goods/Payment in Advance** - Where the Customer is placing an order for Goods, a payment of the cost of Goods is to be made in full to the Company before orders are placed.

**3) Collecting or Receiving Goods/Payable on Receipt** - Where the Customer is collecting or receiving a delivery of Goods from the Company, the payment is to be made immediately before delivery or collection of the Goods.

**4) Collecting or Receiving Goods/Net 7, Net 30** - Where the Customer is collecting, receiving, or placing an order for Goods and is given the alternative of a longer payment plan, they will be required to pay the full amount due after seven or thirty days of the date of the **sales invoice**.

**5) Return Policy** – Most flooring and in-store items can be returned for a full refund or store credit within 30 days of purchase. Flooring order returns require a 25% restocking fee plus any freight charges that apply to your specific order. The item must be in its original condition and packaging to be accepted.

Items that can not be returned:

1. Clearance items
2. Gift cards
3. Furniture orders (unless manufacturer allows and payment requirements are met)
4. Bundled items at discounted rates (unless the entire bundle is returned)
5. Items marked “non-returnable”
6. Items you have already assembled

**6) Late Payment Penalties** - If any payment is not received by the company, by the due date, the following will be applicable:

1. Those charges may accrue late interest @ the maximum rate permitted by the law.
2. We may condition future contract renewals/service renewals or suspend our services and goods sold to you until such amount is paid in full.