

**USE OF CLIENT
SHIPPER AGREEMENT**



Blue Pheasant prefer that you use the shipper recommended by us. We select vendors based on multiple factors, including cost, shipment timing and ability to deal with fragile pieces. This also allows us to file claims with our insurance company and refund or ship a new piece to you quickly.

IF YOU WOULD LIKE TO USE YOUR OWN SHIPPER:

You are responsible for full payment on all items shipped. Any damage claims are between you and your shipper. You will not make any deductions to invoices or delay payment of invoices due to damages.

We will provide your shipper with an itemized inventory of all items shipped. You are responsible for payment of all items on this itemized inventory. Any claims for lost or missing items are your responsibility.

Invoice due dates are based on the date items are accepted by your shipper. You are responsible for payment of invoices based on this date. Any delay in arrival of items to your location is your responsibility.

Please initial to indicate that you accept these terms for any shipment of Blue Pheasant products with your shipper.

**WE AGREE TO PAY INVOICES SHIPPED WITH OUR SHIPPER IN FULL,
REGARDLESS OF:**

- Damages
- Lost or missing items
- Delay in shipment

**TERMS &
CONDITIONS**

This agreement will enforce for all shipments that use the client's shipper until an alternate agreement is signed.

Customer's Signature:

Date:

Name:



Terms and Conditions Summary

By placing an order for products with us, you agree to the Terms and Conditions, which can be found here www.bluepheasant.com/terms. Below is a summary of those terms provided for your convenience:

ORDER REQUIREMENTS: We only sell to wholesale trade. To submit an order, you must be a valid retail business or licensed interior designer making a wholesale tax-exempt purchase for resale.

FEES: By providing a credit or debit card number to associate with your account, you agree that we may charge the applicable card on file for properly authorized orders. We require full payment for the order (including all taxes and shipping costs) prior to shipment of any order. For purchases made at our retail locations, we have a \$500 opening order minimum. Any order under the minimum will be accepted at Wholesale pricing. After your opening order has been placed, you are considered a Current Account and there is no minimum for subsequent orders. All orders under \$100 will be subject to a surcharge in addition to normal freight charges. Unless you are exempt from taxes, you must pay taxes on all orders. Deposits may be required for certain orders, such as large and custom orders.

RIGHT TO CANCEL: To cancel your agreement with us, you must notify us in writing within 30 days of signing. Any deposits will not be returned but may be applied to future orders (net of any actual costs related to the cancellation) at Blue Pheasant's sole discretion. For orders canceled after 30 days, no credit will be given. Cancelled orders that have already been packed are subject to a 25% restocking fee. Custom orders cannot be canceled. We reserve the right to cancel orders or terminate relationships at our sole discretion, at which point your deposit will be returned within 30 days.

SHIPPING: All shipping charges are F.O.B. (Free on Board) Los Angeles County, California. Shipping charges will be added to your invoice prior to shipping. Signature of receipt by your agent or employee constitutes full acceptance of all packages. You are responsible for all shipping and return charges for any shipment that is refused as well as forfeiture of your deposit. We shall not be liable for delay in shipment for any cause, nor shall any delay entitle you to cancel any order after it has shipped or refuse delivery. You agree that the shipping address provided to Blue Pheasant in writing is the valid shipping address. For Designers, we can direct ship to your customers, in which case acceptance of packages by your customer will be considered acceptance by you.

LIMITED WARRANTY: All of our products will be free from defects in material and workmanship that impair the use of the products. It is your responsibility to examine the goods upon delivery and to contact us with proof of damaged or defective goods within 5 business days of delivery. For defective or damaged products, we will, at our option, repair or replace the item.

DISCLAIMER OF WARRANTIES: Except for the limited warranty that our products will be free from defects in material and workmanship, we make no other warranties, whether express, implied statutory or otherwise. We disclaim any other warranties. We will also not be liable for certain damages such as indirect, special, incidental, punitive or consequential damages to the extent permitted by applicable law.

CARRIER DAMAGES: Claims for damage to products that do not arise from defects in material or workmanship are the responsibility of the carrier. A claim for shipping damages will not be accepted by Blue Pheasant unless the damages are noted on the carrier's delivery receipt.

RETURNS: Returns are only accepted within 30 days of delivery. You will be subject to a 25% restocking fee that will be applied to all approved returns that are not defective.

ARBITRATION: Our terms and conditions contain an arbitration provision, where you agree to resolve any disputes between us or between you and a third party agent of ours in binding and final arbitration instead of through court proceedings. You agree to waive any right to a jury trial.

MISCELLANEOUS: Blue Pheasant makes every effort to ensure the accuracy of pricing and product information, but in the event of an inaccuracy, Blue Pheasant shall have the right to cancel any orders placed for products listed at an incorrect price or containing other incorrect information. All prices and items are subject to change without notice.