



AVENUE ROAD

TERMS AND CONDITIONS GOVERNING ORDERS AND PURCHASES

These terms and conditions (the “**Terms and Conditions**”) shall govern all orders placed by, and all items purchased by, a customer (herein referred to as “**you**” or the “**Buyer**”) with Weishaupt Design Group Canada Inc., c/o/b as “AVENUE ROAD”, (herein referred to as “**us**”, “**AVENUE ROAD**”, and the “**Seller**”) through any manner or medium, including, without limitation, online sales, phone orders or on-site retail sales. By placing an order or purchasing a product with Avenue Road, you agree to abide by these Terms and Conditions. Avenue Road reserves the right to update or modify these Terms and Conditions at any time without prior notice. For this reason, we encourage you to review these Terms and Conditions whenever you place an order or purchase products from us.

1. CUSTOM ORDERS

In these Terms and Conditions, a “**Custom Order**” includes a special, custom or made-to-order product, and a “**Buyer’s Representative**” includes the Buyer’s architect or designer or other agent, as indicated in the Custom Order, or as the Buyer advises the Seller in writing, once designated the Seller is entitled to rely on the Buyer’s Representative.

(a) Orders

Custom Orders must be submitted with a deposit equal to fifty (50%) per cent of the invoiced amount of the Custom Order, and once submitted, cannot be changed, cancelled or returned by the Buyer, except as specifically noted in these Terms and Conditions. No exceptions will be made. Custom Orders will not be processed by the Seller without receipt by the Seller of the deposit.

Note that Custom Orders may be changed, and are not final, by Avenue Road, until Avenue Road has received (1) 50% deposit; (2) final sign-off on drawings or specifications of the item by the Buyer or the Buyer’s Representative; and (3) confirmation and receipt of (“COM”) customer’s own material or (“COL”) customer’s own leather by the Buyer or the buyers manufacturer.

(b) Payment

As noted above, Custom Orders must be submitted with a deposit equal to fifty (50%) percent of the invoiced amount of the Custom Order. The Seller will issue a final invoice to the Buyer for the remaining balance (being the remaining 50% of the invoiced amount of the Custom Order, plus any taxes or fees incurred by the Seller, including shipping), once the Custom Order is complete but prior to delivery. The final invoice must be paid in full prior to delivery. Should any amounts remaining unpaid following the thirty (30) day period, (a) such balance will be subject to an interest fee of sixteen (16%) percent per annum, calculated and charged monthly; and (b) the Seller will charge storage fees for such Custom Order as set out in Section 5(c) hereof.

(c) Cancellation of Custom Orders

A Custom Order may be cancelled, and any deposit received will be fully refunded, within 24 hours of submitting a

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Custom Order. Custom Orders may be cancelled, but any deposit paid will be forfeited, after 24 hours and up to 7 days following the order. Custom Orders cannot be cancelled 7 days after submission of the order, and if the Buyer attempts to do so, the Seller may immediately issue the final invoice to the Buyer and full payment will be expected within 30 days.

(d) Return of Custom Orders

Custom Orders may not be returned or exchanged.

2. STOCKED and STANDARD ORDERS

(a) Orders and Payment

All orders for stocked or standard items submitted in person at on-site retail locations and by phone are accepted and final when submitted with full payment of all fees, taxes and any other charges due. Online orders are accepted and final upon issuance of our order confirmation and upon receipt of full payment of all fees, taxes and any other charges due.

(b) Cancellation of Stocked and Standard Orders within 48 hours and prior to shipment:

Orders for stocked and standard items may be cancelled (subject to the payment of a restocking fee equal to twenty-five (25%) of the invoiced value of the cancelled item) within forty-eight (48) hours of order placement and acceptance, provided that the order has not yet been shipped to the Buyer by AVENUE ROAD. If more than forty-eight hours have passed since order acceptance or the order has shipped, it will not be possible to cancel or modify your order. Any amounts to be refunded, shall be refunded by the same method used for payment or as a store credit, at the Seller's discretion.

(c) Returns/Exchanges of STOCKED and standard items

(i) General

For non-Custom Orders, unless an item is governed by clause (ii) below, items may be returned after shipment, with the original invoice, provided (A) they are returned within ten (10) business days from the date of delivery; (B) such items must be in good condition, in the sole and unfettered opinion of the Seller based on Seller's inspection of the goods; and (C) such returns carry a restocking fee equal to fifty per cent (50%) of the invoiced value of the items being returned, plus shipping, handling, duties, foreign tariffs, and any other direct costs, as applicable. All such direct costs and associated fees are the responsibility of the Buyer and shall be paid within thirty (30) business days. The Seller reserves the right to charge sixteen (16%) percent interest per annum, calculated and charged monthly on any outstanding balances.

Please note that any shipping and handling charges incurred will not be credited or refunded, in any circumstance.

(ii) Sale and Clearance Items, Floor Models, Discontinued Models or items purchased at AR Outlet

No returns or exchanges are offered for items that were floor or discontinued models, on any items purchased on sale or from clearance, or any items purchased from AR Outlet.

3. GENERAL PAYMENT TERMS

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The Seller accepts all major credit, debit cards, online bill payment options (for Canadian Purchases only), wire transfers and cheques. However, wire transfers and online bill payments options (available IN CANADA ONLY), are the preferred methods. Orders placed by cheque are subject to wait time associated with bank clearance. Any bank charges associated with wire transfers or online bill payment methods and exchange fees will be billed to the Buyer. Product pricing and inventory availability are subject to change without notice, prior to placement of order. The Seller does not offer financing on any of its merchandise.

4. TAXES AND DUTIES

All orders are subject to applicable taxes, and any duties, as dependent upon the final destination of the goods. International orders, outside of Canada, are not subject to Canadian federal or provincial taxes, however the Buyer shall comply with all provincial and state regulations, as applicable, and pay fees and taxes associated with any applicable tariffs, duties, customs, border and brokerage fees and or any fees associated with such other jurisdiction.

5. SHIPMENT

The Seller and its suppliers/manufacturers will make all arrangement with respect to the handling of all order shipments, unless the Buyer specifies in writing their preferred shipping method and is willing to accept any increased costs, and all liability, associated with such shipping method (including relevant insurance for the goods). Any shipments returned to the manufacturer or the Seller as a result of Buyer's delay, or failure to accept delivery, will require the Buyer to pay additional fees, including, without limitation, storage or other costs handed down by the manufacturer or the Seller. Shipping and handling charges for shipping your order to you will not be credited or refunded. The Seller is responsible for providing accurate information including billing and shipping information as well as any special requirements related to the final destination; including certificates of origin, product certification etc. Any costs incurred by the Seller as a result of subsequent order or requirement changes made by the Buyer will be the responsibility of the Buyer and billed accordingly.

Delivery Dates - Estimates

All lead times and delivery dates are estimates, and are subject to change without notice, and cannot be used as a reason for cancellation. The Buyer hereby agrees not to hold Seller (or its manufacturers), or any of their parent, subsidiaries, affiliates or other related entities, and their respective, officers, director, employees or agents, responsible for delays beyond the Seller's control.

Avenue Road is not liable, and hereby disclaims all liability and the Buyer agrees not to hold Avenue Road responsible for, any delay or failure to deliver caused by labour or transportation difficulties, acts of God, natural disasters, terrorist, failure of sources of supply or other causes beyond our control and such changes will affect the delivery date.

(a) **Ownership – Seller's Lien**

A Seller's lien shall remain on title to all merchandise delivered to a Buyer until all undisputed charges for the order have been paid in full by the Buyer.

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(b) *Storage of Custom Orders*

Once a Custom Order is ready for delivery, the Seller will inform the Buyer by sending to the Buyer a final invoice for the Custom Order, and will offer complimentary storage of the Custom Order for a period of thirty (30) days from the date of the final invoice. If the final invoice is not paid within 30 days of the date of the final invoice, delivery of the Custom Order will not be arranged and a monthly storage fee (in addition to any interest charges set out in paragraph 1(b) hereof) will be charged to the Buyer. A monthly storage fee equal to: (A) one percent (1%) percent of the full invoiced amount of the stored item or (B) Two hundred dollars (\$200.00) dollars (Canadian or United States dollars depending on currency used for the order), whichever is larger, shall be charged to Buyer (a) on merchandise that cannot be delivered as the final invoice payment has not been received; (b) on merchandise not picked up; (c) on merchandise for which delivery is not arranged by the Buyer or (d) on merchandise that Buyer does not accept delivery within thirty (30) days from the date of the final invoice.

(c) **Inspection of Goods by Buyer upon Delivery**

The Buyer (or the Buyer's Representative) is responsible for inspecting the packaging and all delivered items immediately upon receipt (do not wait until installation) for flaws, defects or damage, and indicate on the packaging and/or paperwork from the freight or shipping company that delivered it, if there is any visible damage.

If damage of the packaging or product is detected, the Buyer or the Buyer's Representative must, within three (3) business days of delivery of the product provide notice in writing to Avenue Road, which notice must: (A) describe the damage to Avenue Road; (b) provide detailed images of the damaged packaging or product; (c) provide copies of any signed POD (Proof of Delivery) by the Buyer or the Buyer's Representative. Upon receipt of such notice, Avenue Road will assess the issue and reserves the right to remedy the situation as it sees fit, in its sole discretion, including the right to repair, replace or otherwise.

6. WARRANTY DISCLAIMER

Descriptions, representations and other general information concerning the Seller's products that may be contained in the Seller's catalogues, website, advertisement, or in other promotional materials or statements or representations made by the Seller or its agents shall not be binding and shall not be part of the limited warranty unless as described in Paragraph 7 below.

No commercial or contract warranties are offered unless otherwise specified in writing herein. The Limited Warranty set out in Section 7, gives you specific legal rights, EXCEPT AS EXPRESSLY STATED THEREIN, TO THE EXTENT PERMITTED BY LAW, AVENUE ROAD EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, WITH RESPECT TO ITS PRODUCTS OR SERVICES SOLD, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED, AVENUE ROAD SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES.

7. LIMITED WARRANTY

Notwithstanding Section 6, but subject to the subsections set out in this Section 7, the Seller warrants that any

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goods sold by the Seller will be free from any material defects in workmanship and materials for two (2) years from the date of delivery. This warranty does not apply to damage or breakage resulting from misuse, accidents, abuse, neglect, mishandling or reasonable wear and tear resulting from normal use or from not following care instructions, and is subject to the subsections below. This warranty is only valid to the original Buyer, who must retain the original invoice.

8. Claims Pursuant to Limited Warranty

Any warranty claims must be made by the original purchaser, in writing, and must be accompanied by a copy of the original invoice. Claims must be received by Avenue Road prior to the termination of the 2 year limited warranty period. If the Seller, in its sole discretion, determines that a claim is valid, and that the limited warranty applies, in accordance with the provisions said limited warranty, the Seller shall, free of charge and at the Seller's sole option, repair, replace or reimburse the components of the item(s) to which the claim relates.

Please note the following with regard to various items:

(a) Furniture:

Wood and metal finishes may vary in color, tone and character. While the Seller will make every effort to match a finish, no guarantee can be made for an exact match. Manufacturer does not guarantee finishes against fading and oxidizing. Variation in color and veining are inherent in stone and wood and considered to be part of the natural beauty.

(b) Outdoor Furniture:

All wood materials will expand and contract with moisture and temperate change. Over time this may cause slight cracking of the wood. This is a natural occurrence and is **not** indicative of a failure in manufacture workmanship. Natural teak will weather to silver patina over time when exposed to the elements. Stain finishes will degrade over time and dirt and residue may adhere to the teak unless regularly maintained by washing, sanding, and reapplying stain regularly.

(c) Textiles:

Seller does not guarantee fabrics, dyed or natural from fading. The foregoing warranty is in lieu of and excludes all other warranties not expressly set forth herein, whether express, or implied by operation of law or otherwise, including but not limited to any implied warranties of merchantability and fitness. Buyer agrees to allow Seller to operate within the twenty percent (20%) industry variance or as accepted by the Seller.

(d) Leather:

Seller does not guarantee leather fabrics from fading. The foregoing warranty is in lieu of and excludes all other warranties not expressly set forth herein, whether express, or implied by operation of law or otherwise, including but not limited to any implied warranties of merchantability and fitness. Variation in color of the leather is part of its natural beauty. Buyer agrees to allow Seller to operate within the twenty (20) per cent industry variance or as

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accepted by the Seller.

(e) Rugs:

Rugs are completely handmade and size, color, texture, design, quality and wear ability may vary slightly from samples. The Buyer here by agrees to accept the variation of approximately five (5%) percent, or as stipulated by the Seller, in the specified size and without any representations, express, or implied, with respect thereto.

(f) Ceramics:

The Buyer hereby agrees to follow these general guidelines for in its use of any ceramics purchased:

- 1.) Avoid contact with heavy or sharp objects;
- 2.) Never use side tables as stools.
- 3.) Ceramic is fragile by nature and may break when using too much force.
- 4.) Ensure ceramic objects are resting on rubber tabs provided with the pieces, or on a soft surface.
- 5.) Use a coaster where ever applicable as ceramic surfaces with metallic finishes are sensitive to heat and water.

9. LIMITATION OF LIABILITY

Avenue Road will not be liable for any damages occurring a result of any breach of these terms and conditions resulting from any delay beyond the Seller's control, including without limitation, strike lockout, work stoppage, terrorism, act of God, or other delays beyond the Seller's control.

Note that the Seller accepts no liability for customer supplied fabric or leather on stock or Custom Orders. Buyer shall indemnify and hold the Seller harmless for any damages, injures or losses arising out of, or related, to the use of the Customer Supplied Material or Customer Supplied Leather on a product.

Other than as set out herein in writing, IN NO EVENT WILL AVENUE ROAD OR AY OF ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES ARISING OUT OF AN INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU ON ITS WEBSITE, IN ITS CATALOGUES, OR AT A STORE LOCATION, OR FROM AN ORDER OR PURCHASE FROM THE SELLER, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR BUSINESS INTERRUPTION. AVENUE ROAD ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF ITS WEBSITE OR CATALOGUES.

Notwithstanding anything to the contrary in these Terms and Conditions, the entire liability of Avenue Road to a Buyer shall be limited to the lesser of (A) the invoiced amount of the product or (B) the amount actually received by the Seller on account of the invoiced amount for the product.

The Buyer hereby agrees to fully release and hold the Seller harmless from and against any and all claims, demands, liabilities, losses, costs and expenses, including without limitation a Buyer's misuse, poor or improper handling or care of the product(s).

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10. GOVERNING LAW AND CHOICE OF FORUM

The Terms and Conditions are governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to any conflict of laws principles which would result in the application of any other law. You consent and submit to the exclusive jurisdiction of the courts located in the City of Toronto, in the Province of Ontario, Canada in all disputes arising out of or relating to the order or purchase of products by you from Avenue Road or these Terms and Conditions.

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Additional Terms & Conditions - International Orders

FREIGHT/SHIP-TO

- Final destination needs to be provided by the Buyer as early as possible - goods cannot be shipped until this information is received.
- For destinations outside North America, Avenue Road can only quote freight to port. Pick-up, clearance and storage are Buyer's responsibility.
- For International orders (outside North America), Avenue Road can inquire about white glove delivery however any duties, taxes or storage fees associated with crossing borders are not included.
- When Avenue Road organizes freight on behalf of the Buyer, Avenue Road is not responsible for any storage in the destination country should any issues occur during entry. These costs are the responsibility of the Buyer.

BROKER/IMPORTER OF RECORD

- Broker contact information needs to be provided by the Buyer.
- VAT exemption number needs to be provided by the Buyer, if applicable.
- All taxes and duties are Buyer's responsibility.
- Storage fees at port and/or custom clearance are Buyer's responsibility.
- Any other clearance or fees at port are Buyer's responsibility.

CERTIFICATES

- Any certificates required are extra and need to be requested at the time of quoting and will be invoiced to the Buyer accordingly.
- It is the job of the Buyer or their Broker to inform us if certificates are required, this is not Avenue Road's responsibility.
- If any paperwork changes are required, the cost will be passed on to the Buyer.
- If any invoice documentation needs to be certified or stamped, will incur additional fees and will need to be specified at the time of ordering and will be invoiced to the Buyer accordingly.

LIGHTING REQUIREMENTS

- Upcharge may apply for country specific wiring or voltage requirements.
- Requirements must be provided at the time of quote or sale order initiation so they can be included on the same invoice.

FIRE RATING/CONTRACT FILL

- If fire rating certificates are required, this needs to be requested by the Buyer at the time of quoting.
- If contract fill is required, this needs to be requested at the time of quoting by the Buyer.

CRATING

- International fumigated & stamped crates are required, must be noted by the Buyer at the time of ordering and will incur additional fees.