



MADLINE STUART

TERMS & CONDITIONS / GENERAL INFORMATION

All orders will be confirmed by Madeline Stuart Collection (MSC) upon receipt of your purchase order. It is the responsibility of the customer to verify that all information on the confirmation is accurate. Customer is required to notify MSC in writing within five (5) days of confirmation if there are any discrepancies. MSC is not responsible for discrepancies in quantities or custom specifications.

Acceptance of orders is based on the express condition that buyer agrees to all of the terms and conditions contained herein. These terms and conditions represent the complete agreement of the parties and no terms or conditions in any way adding to modifying or otherwise changing the provisions stated herein shall be binding unless made in writing and signed and approved by an officer of MSC.

Our price list reflect designer net cost. Packing, freight and insurance charges are additional. All prices are subject to change without notice. Price quotes will be honored for a period of 30 days unless otherwise specified in writing. **A minimum deposit of fifty percent (50 %) of the total purchase price, including but not limited to, any up charges for special details, leather application, shop drawings, knit backing, is required to initiate order fulfillment.**

Orders for stock products require payment in full to initiate order fulfillment. Orders for items on consignment or sold off the floor requires payment in full including inbound freight and cost of any applicable COM/COL. All orders must be paid in full, including any applicable shipping, handling, insurance, crating and packing, storage, and service charges prior to shipping.

All goods are custom made to order specifications. Orders are not cancelable after five (5) working days, nor returnable, and all sales are final. However, MSC may consider special return or exchange cases. No merchandise will be accepted for return, repair or credit without prior written approval from MSC. Such orders will be subject to change, cancellation or stocking fees up to 50% of the net selling price. All requested change orders must be submitted to MSC in writing and a written acknowledgement is required before a change order can be considered as received.

C.O.M. (CUSTOMER'S OWN MATERIAL)

All yardage requirements noted are based on 54" wide plain goods. Yardage amounts for patterned fabrics or those that require matching should be confirmed with MSC. Certain fabrics may be recommended for knit-backing. It is the client responsibility to check with the manufacturer prior to shipping of materials. **MSC may also determine knit backing is recommended upon receipt and can handle this process for \$125 per bolt, up to 20 yards, and \$10 per yard after that on the same bolt.**

PROMPT RECEIPT AND ACCURATE SIDEMARKING OF FABRIC IS ESSENTIAL TO THE PROCESSING OF YOUR ORDER.
ORDER LEAD TIME WILL NOT BEGIN UNTIL RECEIPT OF C.O.M. & COMPLETED C.O.M. FORM.

C.O.L. (CUSTOMER'S OWN LEATHER)

Please confirm square footage of leather required with MSC. General guidelines allow for approximately 18 sq. ft. of leather per 1 yard of fabric. Application of leather will be subject to a **10% Upcharge**, except for single tight seat cushions (i.e. dining chairs) and bed headboards, which will be a flat \$100.

SHIPPING OF C.O.M./C.O.L.

All materials (fabric, leather, trim) should be shipped to:

MADLINE STUART COLLECTION
717 NORTH LA CIENEGA BLVD.
LOS ANGELES, CA 90069
PH: 310.657.8200

All shipments need to be sidemarked with the following information:

Designer Name / Client Name / Item description and Number / Order Number

LEAD TIMES

Standard lead time is 12-14 weeks for all items. The lead time is calculated starting upon the date that all of the following are received:

- Deposit check for 50% of total order
- Receipt of any COM/COL including completed COM form
- Approved finish sample(s), if applicable
- Approved shop drawing(s), if applicable

Lead times are estimates only due to the hand crafted nature of our product. Please inquire about any special projects or orders that request a different lead time. Lead times may also be extended if there are delays in approval of any order details.

DIMENSIONS

As all items are hand crafted, dimensions may vary slightly from those indicated. Please be advised that measurements are calculated to the nearest 1". If there are exact conditions requiring precise dimensions, please indicate that requirement on the purchase order.



MADELINE STUART

MATERIALS & FINISHES

Although we strive to consistently match our finish samples to the final product, the color, tone, texture and graining of the materials used in our furniture will vary slightly, including wood, stone, and metals. No guarantee can be made of an exact match. These variations should not be considered a defect and are the result of using natural materials. Our samples are provided as a reference and the finished product may reflect some variations. Custom finish samples may be requested and are subject to a **custom sample charge of \$250.00 for stain or \$300.00 for lacquer.**

Brass is considered a "living" material and may tarnish overtime with use and exposure to the elements, including air. Many of our pieces feature unlacquered brass in order to celebrate this natural property, as such, the resulting tones may be subject to change over time. Clear lacquer is available as an upcharge over the brass for many of our pieces. If unlacquered or lacquered brass is mandated, this should be specified on the purchase order.

Crackled linen lacquer is a finish process in which a linen cloth is gessoed, rolled, stained and glazed- resulting in contrasting fissures. Due to this process, each piece is entirely unique and fissure placement and intensity will vary.

Stone is a product of nature and no two pieces of stone are exactly alike. Every piece of stone has unique natural variations, markings, shadings, and inclusions, which can include fissures, pits, open or dry seams, fossils or glass veins, and differ in regard to moisture absorption, surface finish, texture and coefficient of friction.

CUSTOM ORDERS & DRAWINGS

Changes to the standard dimensions or alterations to the inherent design of a piece will be quoted on an individual basis and fabrication drawings may be provided upon request. **Fabrication drawings are billed at a cost of \$150** for the initial submission + one revision. Any further revisions will be billed at an additional \$75 per iteration. Please be advised that any design changes may result in altering the look and feel of a piece and client shall take full responsibility for the outcome of any such request.

SHIPPING & STORAGE

Shipping is the responsibility of the purchaser unless otherwise arranged with MSC. Shipping instructions must be noted on each order. **All pickups for will call should be notified to MSC at least 24 hours in advance and are subject to a \$50 warehouse release fee.** Merchandise may be shipped blanket-wrapped or crated depending on circumstances unless a particular method is specifically requested. All pieces ship from Los Angeles, California.

Delivery of goods to carrier shall be deemed to Buyer, even in the event where MSC makes a freight quote or recommendation, and thereupon title to such goods, and risk of loss or damage shall be Buyer's. Please inspect merchandise carefully and immediately upon delivery. Do not accept a shipment which evidences damage or shortage until the driver endorses a statement of the irregularity on the face of the transportation receipt. Any claim by Buyer against MSC or carrier for shortage or damage occurring prior to such delivery must be made in writing within seventy-two (72) hours after receipt of shipment and accompanied by original transportation bill signed by the carrier noting that the carrier received the goods from Manufacturer in the conditions claimed. Packing materials should be retained for inspection purposes. No returns to MSC will be accepted without prior authorization.

The shipping date as indicated on your confirmation is approximate and contingent upon approval of finishes and receipt of fabrics. All orders will be shipped as close as possible to the date given, however, MSC cannot be held liable for any delay in shipment or delivery or for damages claimed from such delay. Please be aware that delays do and may occur due to the handmade nature of our manufacturing process. The estimated completion and delivery date should not be considered a condition of sale.

Because warehousing facilities are limited, 60 days after completion, **MSC will charge storage fees at 1.5% of total invoice per month.**

WARRANTY

Except as specified herein, Madeline Stuart Collection warrants that made to order furniture goods sold hereunder will be free from defects in workmanship and materials for one (1) year from receipt of customer or customer's represented receiving warehouse. This warranty does not apply to damage or breakage resulting from misuse, accidents, abuse, neglect, mishandling or wear resulting from normal use or during transport. Defective products will be replaced within the normal production time period required to reorder and manufacture the same product. MSC does not warrant finishes against fading and oxidizing.

LIMITATION OF REMEDIES

Manufacturer shall not be liable for incidental or consequential losses, damages or expenses, directly or indirectly arising from the sale, handling or use of the goods, or from any other cause with respect to the goods or this agreement, whether such claim is based upon breach of contract, breach of warranty, strict liability in tort, negligence or any other legal theory. Manufacturer's liability hereunder in any case is expressly limited, at manufacturer's election, to repair or replacement (in the form originally ordered) of goods not complying with this agreement or to the repayment of, or crediting buyer with, an amount equal to the purchase price of such goods.