



A-AMERICA

Solid Wood, Artfully Crafted

800 Milwaukee Ave N.
Algona, WA 98001
P. 800.253.3011
www.a-america.com

STATEMENT OF SALES POLICY

This Statement of Sales Policies is to ensure fair and equitable treatment of all authorized A-America dealers. The policies and procedures outlined here have been followed by our company for many years, and these practices have proven to be in our mutual best interests. The common understanding this Statement of Sales Policies provides to A-America dealers and to A-America personnel will facilitate resolving problems which may, from time to time, arise in ordering, shipping and receiving merchandise. In all these matters, as with all of our products, our goal is to serve you in a manner to merit your confidence and build your goodwill.

A-America will not sell its products to any authorized retail or authorized internet furniture dealer who adopt distribution or sales methods that may be detrimental to A-America's long-range interests or which are not in the best interests of A-America's customers. We recognize that market conditions vary from geographic region to geographic region and recognize that our sales policies must be tailored to address these market differences. A-America, therefore, reserves the unconditional right to withdraw or restrict the distribution of any part of its line or products or to terminate altogether its relationship with any dealer, at any time, for any reason which A-America considers to be in its best interests. The distribution of A-America products is a unilateral decision by A-America.

CONDITIONS OF SALES

It is A-America's policy not to sell its products to retail or internet dealers who sell A-America products from unauthorized locations or who transship to other dealers, unless set up as an authorized A-America distributor. All orders are expressly conditioned upon observance of this policy and A-America reserves the right to cancel all outstanding orders which we believe are in contravention of this policy and/or to terminate at once its relationship with any dealers who violate this policy.

Each order is subject to all of A-America's applicable sales and distribution policies, which are in effect at the time the order is received.

Buyer shall have responsibility to check any and all purchase orders for accuracy, including, but not limited to, quantities, correct fabric and finish selections.

If the Terms and Conditions of this Statement of Sales Policy differ in any way from the terms and conditions of Buyer's order, this acknowledgment shall be construed as a counteroffer and shall not be effective as an acceptance of such order unless Buyer assents to the Terms and Conditions contained herein, which shall constitute the entire agreement between the parties. Buyer's assent to the Terms and Conditions contained herein shall be deemed given upon Buyer's execution of this acknowledgment below or upon Buyer's failure to object to these Terms and Conditions in writing within ten (10) days from the date of receipt of this acknowledgment. Buyer's receipt of delivery of the Products without immediate return will further manifest Buyer's assent to these Terms and Conditions.

No additions, modifications, limitations, waivers or discharge of the Agreement or any of its terms shall bind Seller unless in writing and signed by both parties including Seller's authorized employee at its home office.

Container direct sales are subject to the same terms and conditions of sale, however, additional terms also apply. Please refer to *A-America Direct Container Program Policy* section or ask your Sales Representative for details.



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INTERNET/ADVERTISING POLICY

It is A-America's policy that authorized dealers limit their advertising to their local trading areas.

Dealers may not promote A-America products in newspapers, magazines or telephone books that are outside a dealer's trading area. Many retail dealers may have websites on the internet; however it is not permissible to sell A-America products on or through their website, marketplaces (Amazon, Houzz, etc.) or any other website, without prior written consent from A-America's Ecommerce Department.

ORDER CONFIRMATION

All orders are subject to acceptance and confirmation by A-America at its home office in Algona, Washington. All prices and product specifications are subject to change without notice. A-America, Inc. reserves the right to cancel any order and to correct any errors, inaccuracies or omissions.

PRICING

The prices charged by A-America, Inc. shall be those prices in effect on the date of our receipt of a complete order from you. These merchandise prices do not include the cost of shipping the products to your designated "Ship To" address or any taxes on shipping, when applicable. All prices are quoted in United States Dollars.

Without limiting any other rights of A-America, A-America may unilaterally increase prices to cover increased costs (plus reasonable overhead and profit) of design, materials, and manufacturing, including without limitation to reflect increases of costs of raw materials, labor, transportation, shipping, packaging, labeling, custom duties, taxes, storage, insurance, and boxing and crating. In addition, and without limiting the foregoing or any other rights of A-America, A-America may unilaterally increase prices to cover increased costs (plus reasonable overhead and profit) of design, material and manufacturing to reflect increases required by changes required by Buyer after the date of any quotation.

A-America is willing to negotiate written changes to these terms and conditions, but reserves the right to make an adjustment in the price of goods. All price lists are the property of A-America and are intended to be distributed only through A-America sales representatives. Possession does not constitute authority to purchase, and A-America reserves the right to recover any price list at any time.

TERMS OF PAYMENT

For Algona, WA warehouse orders the terms are Net 30 days from invoice date, FOB Algona, WA. For Lexington, NC warehouse orders, the terms are Net 30 days from invoice date, FOB, Lexington, NC. For Direct Container Purchases, see *A-America Direct Container Program Policy section*.

These terms apply to all orders accepted by us and any additional or conflicting terms on a dealers purchase orders are expressly rejected. Consignment or conditional sales terms are not offered. Anticipation discounts are not offered. A late payment charge of 1.5% per month may be added to accounts for invoices paid 15 days beyond terms.

SHIPPING AND DELIVERY

Product can be shipped either to dealer's warehouse or store. We do not accept orders that drop ship directly to the consumer or call for delivery outside of the dealer's trading area. When routing is not specified, A-America will determine the best freight carrier to be used. Minimums and rates vary by location.

For customer pickups, please allow 2 business days advance notice. Our Algona, WA warehouse is open Monday to Thursday. Our Lexington, NC warehouse is open Monday to Friday. Please contact your A-America Sales Representative or Customer Care Representative for more details.



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TAXES

Prices do not include taxes and Buyer shall pay all applicable sales or other taxes levied with respect to Goods (and replacements) ("Taxes") and the Agreement, unless exempt there from. Should Buyer claim that it is exempt from any Taxes then Buyer shall furnish Seller with an exemption certificate which has been issued by an appropriate governmental authority. Buyer hereby agrees to indemnify and hold Seller harmless for any and all Taxes that are the responsibility of Buyer and penalties or fines assessed against Seller or Buyer related thereto, whether or not due to Buyer's claimed exemption from such imposition.

CANCELLATIONS AND CHANGES

An order can be changed or canceled only with the prior written consent of A-America within five (5) business days following receipt of order confirmation and only upon terms that shall indemnify A-America for all losses already incurred with Buyer's cancellation. In some cases by prior or contractual agreement, orders are shipped within one or two business days. In all circumstances orders marked as shipped and/or in-transit cannot be cancelled or changed.

For A-America, Inc. Direct Orders substantial cancellation/re-stocking charges are applicable and certain products are sold on a non-cancelable basis. See *A-America Direct Container Program Policy section for further details.*

DELAY/FORCE MAJEURE

A-America is not liable for delays or failure to ship due to fires, strikes, acts of God, the public enemy or other causes beyond our control.

PACKAGING

Any price quoted shall include Seller's boxing and crating based on the manufacturing and quality specifications of Goods. Any request to deviate from the standard packaging methods chosen by Seller shall result in additional charges and fees for Buyer.

DAMAGE IN TRANSIT

Loss, damage, or delay in transit is the responsibility of the transportation company. Claims for such losses should be promptly filed by the consignee with the delivering carrier. Freight claim filing information is available upon request for Freight Prepaid or Freight Collect.

GENERAL LIMITED WARRANTY AND INSPECTION POLICY



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Note: Warehouse Purchases only - this warranty does not apply to container direct purchases

A-America warrants its furniture to be free of defects in workmanship and materials, to the original purchaser, for **One (1) Year from the Date of Purchase**. This warranty only covers normal household use. This is a limited warranty and specifically excludes liability for consequential property or commercial damages. A-America is not liable for alleged or actual injury, death, or damage arising from negligence or misconduct by agents or employees of the dealer. Commercial or institutional use is not covered by warranty. The warranty does not cover damage resulting from exposure to extremes in temperature or humidity, neglect, accidental wear and tear, unauthorized repair, abuse or misuse of the product, damage incurred in the dealer's warehouse or delivery process, nor does it cover upholstered fabrics or swivel mechanisms. In each case, any warranty offered is not a warranty of performance, but a limited warranty as to the condition of Goods at the beginning of the warranty period. **The following are the responsibility of the dealer:**

- Drawer and door hardware that is put on, aligned or adjusted; hardware includes hinges, knobs and pulls.
- Drawer guides and glides adjustments.
- Removing labels and hangs tags.
- Touching up or buffing minor scratches or scuff in the finish.

Because of the natural characteristics of solid wood furniture, minor or hairline season splits in chair seats, case tops and table tops are not covered under the Credit and Return Policy.

Should warranty service to a product become necessary, any claims from the purchaser must be made to the dealer from whom the goods were purchased. A-America's obligation under this warranty is limited to the repair or replacement of the product, or providing product of equivalent type and quality if a replacement is unavailable. Repair or replacement shall be authorized only when it is proven to the satisfaction of A-America that the product as manufactured and inspected proves defective under normal household use. Please do not dispose of or repair product without an authorization; please do not make any deductions from your payment to A-America without a valid credit memo. Even if there are disputed, damaged or defective items on an invoice, payment cannot be withheld on the remainder of the invoice; any non-disputed items must be paid within normal credit terms. **All warranty issues must be reported in a timely manner, but in no more than 45 days.**

If you feel you have not received credit in a timely manner, please email or call your customer service representative at A-America.

Customer Care

contactus@a-america.com

Toll Free Number: 1-800-253-3011

Toll Free Fax: 1-800-929-7994

Shipping Address

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A-AMERICA DIRECT CONTAINER PROGRAM POLICY

A-America, Inc. offers well over 40 years of import and wholesale distribution experience. Our Direct Container Program is supported by a very select group of factories that have, over a period of time, maintained high quality standards and demonstrated the ability to ship in a timely manner. When you select the Direct Container Program, A-America is acting as your agent to arrange orders and shipments of the product. The product will be shipped to you directly by the factory.

A-America WILL STAND BEHIND ANY MAJOR PROBLEMS. However, unless a large or unusual percentage of the shipment is defective, A-America will not approve a deduction for minor problems. Should you experience a major problem or if a large or unusual percentage of your shipment is defective, an inspection by an authorized representative from A-America will be required prior to replacements being ordered or credits being issued (See Attachment A "Direct Container/Defective Product Policy").

PURCHASE ORDERS

Only full container orders will be accepted and they must comply with factory minimum ordering requirements.

- All purchase orders, must be placed 90-120 days prior to desired ship date. Please allow 3-5 weeks for transit time.
- The manufacturer needs to accept the purchase orders in order for A-America to confirm the FOB port price and approximate ship date.
- Prices are quoted FOB port of discharge unless otherwise arranged.

If customers wish to use their Freight Forwarder to move their goods, they will be Importer of Record. In rare instances where customers require A-America to be Importer of Record and use their Freight Forwarder, A-America will need coordination between the Customer's Freight Forwarder and A-America's Customs Broker to provide accurate data for A-America to file the ISF10+2. A-America's Customs Broker will be responsible to clear Customs. A-America will only use our Customs Broker.

Unless you arrange your own ocean freight and Customs clearing, we will arrange the most economical routing. You are responsible for all freight charges, including any excess freight charges, which could include peak season charges, unexpected general rate increases and fuel, or "bunker", charges, except when written shipping instructions are disregarded.

All products must be inspected for discrepancies and/or shortages. Very minor quality issues are not covered within this program. If there is a major quality issue, we will expect a positive factory response to any problem, but it must be reported to us within 10 DAYS of container receipt.

CANCELLATIONS OR CHANGES

Cancellations or modifications of purchase order must be in writing and received by A-America no less than 60 days in advance of the scheduled ship date or factory cutting schedule notification whichever comes first and must be confirmed by the factory.

TERMS OF PAYMENT

Payment is due Net 30 from invoice date. Terms apply to all orders accepted by A-America. Anticipation discounts are not offered. Consignment or conditional sales terms are not offered. A late payment charge of 1.5% per month may be added to accounts for invoices paid 15 days beyond terms. Any additional or conflicting terms on a dealers purchase orders and/or Dealer Vendor Buying Agreements are expressly rejected.



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Attachment A Direct Container Credit/Defective Product Policy

A-America Direct Containers are priced extremely competitive. There are no defect allowances built into or loaded into the pricing. A-America wants to offer the best price possible to you. Quality issues are handled as follows:

Because of the natural characteristics of solid wood furniture, minor or hairline season splits in chair seats, case tops and table tops are not covered. We do not allow deductions for "Deluxing of the Product". This is defined as but not limited to scratches and dents, and minor repairs. The following and is the responsibility of the dealer:

- Drawer and door hardware that is put on, aligned or adjusted; hardware includes hinges, knobs and pulls.
 - Drawer guides and glides adjustments.
 - Removing labels and hangs tags.
 - Touching up or buffing minor scratches or scuff in the finish.
1. A-America WILL STAND BEHIND ANY MAJOR PROBLEMS. However, unless a large or unusual percentage of the shipment is defective, A-America will not approve a deduction. If there is a problem with a shipment, an inspection by an authorized representative from A-America is required prior to replacements being ordered or credits being issued.

A-America reserves the right to have any product claimed as damaged or defective shipped to the Algona, WA warehouse for inspection.
 2. A-America will supply approved replacement parts at no charge on the next container. In the event the customer does not have a container on order, A-America will place an order with the factory to ship as soon as reasonably possible. A-America is not responsible for the repair labor cost.
 3. Although A-America's shipping history has been excellent, shipments from Asia are always subject to issues of weather, entry port congestion and other factors beyond our control. Therefore it is very important that our customers program their orders, to account for possible delays.

This page is an important part of the A-America Direct Container Program Policy.