
General

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Small Order Processing Fee

Orders with a combined NET price, excluding shipping, under \$2,000.00 will be subject to a Small Order Processing Fee of \$200.00 NET. One charge per order

Purchase Orders

Orders may be placed at:

E-mail: sales@baltix.com

Order Support: (952)698-1220

Accepted Payment Methods

- Check
- E-Check
- ACH Debit (no fee)
- Wire (\$25 fee per transaction)

NEW Remittance Address:

Baltix Sustainable Furniture, LLC

Attn: Accounting

12800 Whitewater Drive

Suite 100, #3310

Minnetonka, MN 55343

Payment Terms

Standard payment terms are a 50% down payment at the time of order and balance due upon completion. Orders are not released to our fabrication queue until the required 50% deposit has been received. An authorized Baltix representative must approve any other payment arrangement. Purchaser agrees that Baltix shall have the right to enforce a finance charge of 2% per month on any invoice outstanding more than NET 30 days. If a collection is necessary, the purchaser shall pay all collections costs including attorney's fees. Any product sold is the property of Baltix until the invoices have been paid in full.

Order Acknowledgement

Orders are accepted, manufactured and invoiced in accordance with Baltix acknowledgements and standard terms and conditions of sale as stated herein. It is the purchaser's responsibility to notify Baltix of any discrepancies in the acknowledgement within two (2) days of the acknowledgement date, otherwise, Baltix can accept no responsibility for manufacturing errors. Ship dates on the acknowledgement are estimated and actual ship dates may vary due to events beyond the control of Baltix.

Taxes

Orders placed in Minnesota must be accompanied by a State Resale/Exemption Certificate (ST3). Baltix is not responsible for collecting sales tax in any other state. If you are not tax-exempt, sales tax must be self-assessed.

Storage Policy

If the purchaser is unable to accept the delivery as scheduled at the time of shipment, Baltix may transfer the order to storage. The following storage fee will apply; \$300.00 per month (non-prorated). Orders transferred to storage will be considered delivered for purposes including invoicing and final payment.

Changes & Cancellation Policy

Baltix is a contract furniture manufacturer producing high-quality, finished products that are built-to-order based on the purchaser's specifications. No finished products are inventoried. Orders may not be canceled or changed without the written consent of Baltix, such consent may be withheld, granted, or granted subject to conditions, service charges, and/or price changes, at Baltix's sole discretion. The refund of the customer's deposits shall not be granted in any circumstance. If Baltix agrees to such a change or cancellation, and the customer agrees to pay such charges, including, but not limited to, storage and shipment costs, costs of producing non-standard orders, costs of purchasing non-standard materials, costs of non-returnable items, cancellation costs imposed by Baltix and its suppliers, and any other costs resulting from the cancellation of this order by customer. Baltix may waive such costs at its sole discretion. Baltix does not accept returns.

Freight Information

All orders will be shipped in compliance with National Motor Freight Classification Code (NMFC). Orders will be shipped F.O.B. Baltix Origin, freight cost prepay and add. Legal responsibility for the product transfers to the buyer upon acceptance by the carrier. All products are shipped based on a dock-to-dock delivery only. All finished products delivered must be stored inside a climate-controlled environment. Unless otherwise instructed, Baltix will use "best way" shipping. Baltix assumes no responsibility for warehousing or demurrage when the consignee (customer) is unable to accept shipment at the delivery address. Additional expenses incurred by Baltix for any add-on accessorials during transit or at the time of delivery will be billed to the customer as "additional handling". Examples of add-on accessorials include but are not limited to Inside Delivery, Limited Access, Residential Delivery, Construction Site Delivery, and Reconsignment. Baltix shall not be held liable for delays caused by weather, strikes, catastrophes, wars, riots, or any other cause beyond our control.

3PL (Must Receive Approval)

All products are loaded on carrier trucks free from defects and damage. Responsibility for the safe delivery and transport of products is assumed by the customers' carrier upon loading. The legal responsibility and cost for the product transfer to the buyer upon acceptance by their carrier.

Product Inspection and Freight Claims

Legal title to merchandise passes to the buyer upon acceptance by the carrier. It is the customer's responsibility to inspect all skids, crates, a-frames, cartons (boxes), and packages at the time of delivery for damages, visible or concealed, or shortages regardless of condition. Upon delivery, all freight carriers are required to allow up to 30 minutes for the inspection of damage, both visible and concealed or missing parts. If the driver will not wait for the inspection, write "REFUSAL OF INSPECTION" on all documents. Any damages, visible or concealed, that are found during the inspection must be noted by writing "DAMAGED" on the proof of delivery (PoD) slip and the driver's copy of the Bill of Lading (BoL), along with a clear description of the damage that has occurred. If there were freight damages, visible or concealed, it is the customer's responsibility to notify and submit a claim with the freight carrier within three (3) business days. All product is thoroughly inspected and free of defect before it leaves our factory; therefore, it is the buyer's responsibility to submit a claim and seek recourse against the carrier.

Freight Delivery Requirements

Rights & Responsibilities During Delivery

- Request up to 30 minutes for product inspection
- Inspect all products at the time of delivery for visible and concealed damage. Packaging must be opened.
- Note and describe any damages on all documents provided by the delivery driver.
> Document Examples: Bill of Lading (BoL), Proof of Delivery Slip (PoD), etc.
- Require the driver to sign and provide copies of all delivery documents mentioned above.
- If there was visible or concealed damage to the product, you must submit your claim to the carrier and seek recourse within three (3) days of the delivery.
- It is your right to refuse the entire shipment if there is excessive damage to the product.
- Photographs of the damage are extremely helpful as well to ensure the successful processing of your claim.
- DO NOT DISCARD the damaged product until your claim has been settled with the carrier.

Warranty, Limitations, & Disclaimers

Warranty

Baltix warrants that all products it manufactures are, at the time of shipment, guaranteed free from defects in materials and workmanship for two (2) years from the date of completion. This warranty is offered to original customers who have acquired the goods directly from a Baltix authorized dealer or direct from Baltix. Any product that fails to function as intended and is found defective in material or workmanship by Baltix will be repaired or replaced without charge to the purchaser or, at the election of Baltix, a credit will be issued up to the invoice price of the product. This warranty is not applicable where, in the judgment of Baltix, the defect is caused by mishandling, normal wear, and tear, misuse, misapplication, modification, or damage during or after shipment, including failure to properly maintain the product or similar cause. This warranty is in lieu of all other warranties, express or implied, including warranties of merchantability of fitness for ordinary or particular purposes.

Exceptions

- Outdoor surfaces and bases: One (1) year from the date of shipment.
- Electrical components: One (1) year from the date of shipment.
- Third-Party specified and supplied products: Material Supplier Warranty
- Finishing: our finishes are designed to be moisture resistant, but, if exposed to fluctuating humidity levels or standing water for longer than 24 hours, discoloration and disfiguration can occur. It is the end-users responsibility to maintain a 30% humidity level to accommodate wood surfaces. This is an industry-standard for finished furniture products.
- There are no other warranties except as expressly set forth above, either expressed or implied, including any warranty of merchantability or of fitness for a particular purpose

Design Rights

The designs shown in Baltix' catalogs and price lists are proprietary to Baltix and Baltix reserves the exclusive right to manufacture them. Any reproduction of these designs infringes Baltix' rights and that infringement will be prosecuted.