

general information

Design Source International's products are only available under Design Source International's terms and conditions of sale. The aforementioned terms and conditions of sale may be modified solely by Design Source International's management through the use of a written contract.

price and payment

Prices shown in this document refer to Canadian dollars for Canadian dealers and to US dollars for US and international dealers. All merchandise will be invoiced at prices prevailing at the time of shipment. If an order date is 90 or more days prior to a shipping date then Design Source International reserves the right to apply current list prices retroactively to an order. List prices serve solely as a guideline and are subject to change without notice at any time. Prices do not include the cost of any taxes. All taxes are extra. For sales outside Canada or US all applicable taxes or duties are the responsibility of the purchaser. Purchaser's claiming tax exemptions must provide all necessary documentation to Design Source International on the order date. Prices do not include shipping costs unless otherwise specified by Design Source International.

terms

All orders are C.O.D. unless open terms/credit has been established. All merchandise is invoiced at the time of shipment and payment is due 30 days following the date of the invoice. 2% interest per month will be charged on all overdue accounts. All merchandise is the sole property of Design Source International until an order has been completely paid for.

ordering information

To avoid errors, we request that all purchases be confirmed in writing. Each written order received by Design Source International will be recognized and an acknowledgement form governing the transaction will be sent out. The acknowledgment form will describe the items to be shipped and the approximate "ready date". The purchaser must confirm all phone orders in writing within 24 hours. The accuracy of information sent to Design Source International by the purchaser is the sole responsibility of the purchaser. In addition, the accuracy of the acknowledgement information sent to the purchaser by Design Source International is also the sole responsibility of the purchaser. In the event of inaccuracies, Design Source International must be notified without delay by telephone and in writing. Orders containing known inaccuracies will only be queued for manufacture when accurate information is received. Design Source International will not be responsible for errors on orders unless they are supported by written purchase orders and confirmations.

When placing an order, please specify the following information:

1. Purchase Order Number
2. Bill To and Ship To Addresses
3. Quantity
4. Model Numbers

errors and omissions

Invoices, order confirmations, and quotations are subject to corrections by Design Source International for any errors and omissions.

shipping

When shipping costs are paid by the purchaser, the purchaser must specify choice of carrier at the time of order. In the event that the purchaser has not specified a carrier, Design Source International reserves the right to select a carrier to deliver the goods at the purchaser's cost. The method and route taken in the shipping of goods to the purchaser shall be determined by the purchaser, unless the purchaser fails to appropriately specify the shipping method and route in which case Design Source International will use a method and route that it deems effective.

changes and cancellations

Acknowledgements of all orders are sent to customers within 24-48 hours of receipt of order. After this acknowledgement is processed, **an order cannot be modified or cancelled** by the purchaser without the written authorization of Design Source International.

Acknowledgements of verbal orders are sent to customers within 24-48 hours of receipt of order. Design Source International will not be responsible for any errors that occur on verbal orders after 24 hours from the time the acknowledgement has been sent to the customer. Design Source International requests that the customer check all acknowledgements for accuracy.

Once production has started, no modifications or cancellations are possible for special orders, C.O.M., and fabric covered items. Fabric covered items are in production once they are entered into the cutting queue. For regular items that are already in production, a 35% cancellation fee is applicable.

frame finishes

Painted frames are in standard finish, other colors may be available with an upcharge, subject to quantity. Color limitations may apply.

wood finishes

Non-standard wood finishes can be ordered from Design Source International. Color sample must be approved prior to order and a 15% upcharge per item or a minimum upcharge of \$200.00 net will apply, whichever is greater. Design Source International must consent to any custom wood finishes prior to committing itself to any orders received.

customer's own material

All use of COM must receive signed approval from Design Source International's head office. To receive signed approval, please complete and send the COM form to Design Source International.

Design Source International shall have no responsibility for condition, quality, appearance, color-fastness, flammability, durability, performance, physical properties, or any other quality standard or aspect of COM. Quality of COM applied to finished goods is the sole responsibility of the purchaser and the normal Design Source International product warranty does not apply to COM products. The purchaser is responsible for ensuring the COM is certified to meet all flame retardant requirements.

COM orders are not subject to cancellation or returns under any circumstances after order acknowledgment. All COM must be promptly shipped prepaid to Design Source International and Design Source International must be compensated fully for all duties incurred. If any additional duty is applied after shipment has been made, the purchaser will be charged back for additional costs. All COM shipments must be clearly marked with the applicable order number and the specific item numbers for which COM use is intended. If COM is difficult to apply or modifications to the product are requested, additional charges may apply. If COM material is not provided in adequate quantities, it will be Design Source International's right to extend the delivery date until such remaining COM fabrics are received. All excess COM yardage will be disposed of by Design Source International.

delays

Design Source International will show on all acknowledgements the expected "ready-date", which is an estimate at the time the order is acknowledged. Design Source International will not incur any obligation or liability to the purchaser for failure to honor the "ready-date" and shall not be responsible for any loss or damage resulting from any unforeseen delay beyond our reasonable control.

materials

Product are priced according to material grade. Seating material rolls are 54in/1371cm wide. Panel material rolls are 66in/1676cm wide.

suspension

If the purchaser neglects to furnish Design Source International with any required compensation, monetary or otherwise, Design Source International will retain the prerogative to suspend all pending shipments to the purchaser until appropriate compensation is received. If Design Source International believes the financial solvency of the purchaser is questionable then Design Source International retains the prerogative to suspend all pending shipments to the purchaser until it is satisfied that the purchaser is financially solvent and that payment will be received.

weights and cubes

Shipping weights and cubes are approximate, and may vary.

service

For all service requests contact Design Source International's customer service department for assistance at info@ofgo.com.

returns

All returns must be authorized in writing by Design Source International's head office and are subject to a minimum 35% restocking charge. Returned goods must be returned to Design Source International in the same condition in which they were originally shipped. Returns are required to be sent using shipping instructions from Design Source International in order to be accepted. Credit will not be authorized or issued if goods are not in new and resellable condition. No returns will be accepted on special order items. Design Source International retains the prerogative to refuse any returns for which written permission was not attained from Design Source International.

claims

Design Source International is not responsible for damages incurred during storage or transit. At the time of pick up, the carrier will sign our delivery form, acknowledging that the merchandise being transported has been received in good condition. Upon receipt, all shipments should be carefully inspected by the purchaser prior to being accepted from the carrier, as our liability ends when the carrier signs our delivery slip at the time of pick up. The purchaser is solely responsible for claiming damages from the carrier for any and all occurrences and types of damage that are incurred during the transport of goods. Claims for damages should be filed with the carrier immediately. All instances of mistakes, flaws, or insufficient parts must be reported to Design Source International in a written statement within fifteen calendar days of delivery to the purchaser. After fifteen days, the delivered goods will be considered accepted and all claims of mistakes, flaws, or insufficient parts will be relinquished.

offer of sale

In the event of a conflict between prices listed in the price list and prices elsewhere, the prices listed in the price list, subject to corrections, shall prevail.

changes to products

Design Source International reserves the right to make improvements or changes to prices, designs, colors, materials, or packaging without prior notice.

copyright

Literature, price lists, drawings, photographs, and other miscellaneous printed material may be protected by copyright. All rights reserved.

ownership of advertising materials

All catalogs, price lists, drawings, photographs, signs, point of sale materials, binders, and other miscellaneous printed material remain the property of Design Source International and must be returned within one week of written request. Possession of catalogs, price lists, or other miscellaneous printed material shall not imply Design Source International's willingness to sell to the holder of such material and shall not be considered as an offer to sell to the holder of such materials.

patents and trademarks

Products may be subject to one or more issued patents, trademarks, patents pending, or trademark applications, in North America or internationally.

disclaimer

Measurements are displayed in imperial and metric sizes and serve solely as approximations for the convenience of the purchaser. All information, including but not limited to pricing, descriptive text, dimensions, weights, and cubes, may be modified at any time without the provision of notice. All prices displayed constitute present Design Source International suggested pricing. Any and all duties and taxes that may apply to Design Source International products are not included in the list prices and will incur additional charges. Errors and inappropriately omitted information may be corrected at any time without the provision of notice. Any information or suggestions concerning applications, specifications, or compliance with codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. Design Source International disclaims any legal responsibility. Design Source International reserves the right to change these Terms and Conditions at any time without notice.