

Applications of Standard Terms

Sales of Studio TK™ products are made only on Studio TK's standard terms and conditions of sale which are contained in the Price & Product Guide and in Studio TK's order acknowledgments. These standard terms and conditions may be modified or supplemented only by a separately written document signed by Studio TK's authorized personnel at its head office in Clayton, NC. These terms supersede any contrary provision presented by Customer in any written form or otherwise and may not be changed in any manner other than in writing signed by an authorized representative of Studio TK. To the extent that these terms and conditions constitute an acceptance by Studio TK of any offer by Customer, the acceptance is expressly conditioned on Customer's assent to terms and conditions herein which are additional to or different from those presented by Customer. To the extent that any portion of these terms and conditions constitute an offer, acceptance is expressly limited to the terms of this offer.

All illustrations, specifications and prices are based on the latest product information available at the time of publication approval. Studio TK reserves the right to make changes, at any time and without prior notice, to prices, colors, materials, specifications and models offered.

Prices and Payment

The list prices shown, as well as those quoted by Studio TK, shall be in United States dollars for orders shipped to destinations in the United States. The list prices shown, as well as those quoted by Studio TK, shall be in Canadian dollars for orders shipped to destinations in Canada.

Prices listed are for standard product. Special product quotations are available through Studio TK's Customer Support in Clayton, NC at 1-855-941-0262 or customersupport@studiotk.com.

If shipping date requested is more than 90 days from date of order, Studio TK shall have the right to use published list prices effective at the time of shipment.

Not included in the list price is special or export packing, freight, unpacking and installation. Orders are invoiced at the time of shipment. Unless otherwise agreed upon in writing, terms of payment are net 30 days from date of invoice, unless otherwise agreed upon by Customer and Studio TK. The Customer agrees that Studio TK shall have the right to enforce a charge amounting to 2% per month on invoices outstanding more than 30 days.

Any order requesting to use a credit card as payment will require a 3% transaction fee.

Any products sold shall remain the property of Studio TK until paid for in full. The Customer agrees to perform all acts which may be necessary to perfect and assure retention of title to such products in Studio TK until such time as the products have been paid for in full.

Taxes

All sales, use, excise and other applicable taxes (excluding only taxes on the net income of Studio TK) are the Customer's responsibility and will be invoiced to the Customer. If the Customer claims an exemption from such taxes, it shall be the Customer's responsibility to furnish an appropriate exemption certificate to Studio TK.

Order Information

Studio TK requires that all orders be submitted electronically using the Studio TK SIF file or by email to orderentry@studiotk.com. Initial order acknowledgements will be sent by email within 1-2 days after order receipt. Customer must verify that product line items are correct. If not, the Customer should notify Studio TK Customer Support immediately. Orders will be scheduled for production when all required information has been supplied. Studio TK will schedule projects into manufacturing that contain COM/COL at the time of order entry. When all order information has been received, and the order is credit approved, an acknowledgement will be provided showing approximate shipping date of items ordered.

Customer must indicate if multiple shipping schedules are required.

Inquires or issues relating to purchase orders will be handled by the Studio TK authorized dealer, as appropriate. Customers may also contact Studio TK Customer Support at 1-855-941-0262 or orderstatus@studiotk.com for assistance.

Customer's Own Material (COM) and Customer's Own Leather (COL)

Studio TK will make every effort to apply COM or COL successfully; however, the final appearance of the selected seating unit will vary depending upon COM or COL construction and yarn content and the form of the seating unit. Studio TK strongly requires that COM or COL be pre-approved; especially for thin fabrics without backing such as nylon and thick fabrics such as mohair. Fabrics with more than 40 percent silk content will not be accepted. Studio TK reserves the right to reject any COM or COL which in our opinion is unsuitable for application.

All yardage requirements provided by Studio TK are based on a 54" wide, plain fabric. Fabrics with a vertical repeat that must be matched, or that are less than 54" wide will require more yardage. The chart outlined in the Price & Product Guide should be used for calculating the additional yardage required. This chart will accurately cover most COM or COL orders, but there may be instances due to unusual repeats or designs that additional yardage may be required. Studio TK will not be responsible for the purchase of any additional COM or COL that may be required. If additional information is required, contact Studio TK Customer Support at 1-855-941-0262 or customersupport@studiotk.com.

All COM or COL will be cut and applied at the discretion of Studio TK unless special application instructions have been provided at the time of order.

COM/COL must be received by Studio TK at least 10 (TEN) business days prior to Estimated Ship Date (ESD). Any delays in the receipt of the COM/COL by Studio TK may cause an order to be placed on hold, causing a delay in production. This delay in production may result in change of an order's ESD.

For COM and COL tagging and shipping, please refer to the [Customer Guide](#).

Changes and Cancellations

Acknowledged orders may be changed or canceled only with prior written consent of Studio TK. Order changes and cancellations are subject to price and schedule adjustments and/or cancellation charges. Special-order items and fabric-covered items already in production are not subject to change or cancellation under any circumstances. Please contact Studio TK's Customer Support at 1-855-941-0262 or customersupport@studiotk.com.

Shipment

Products shall be shipped F.O.B. point of shipment, freight collect. Studio TK reserves the right to split-ship orders.

Please refer to the Customer Guide section for Studio TK's freight terms and conditions: www.studiotk.com.

Delivery shall be deemed to occur and risk of loss or damage to the product shall pass to Customer F.O.B. point of shipment, unless otherwise agreed upon by Customer and StudioTK. Customer is responsible for filing claims with the carrier for losses or damage to the product occurring during transit, excluding concealed damage. Studio TK strongly recommends that all products be inspected upon arrival at destination and exceptions are noted with the carrier.

Code Restrictions

Studio TK's products are portable furniture and as such may be subject to local fire, electrical and/or building codes applicable to portable furniture. However, since local codes vary from area to area, the Customer is responsible for the proper application of Studio TK items within the limitations of local codes.

Deposit on Special Orders

Orders for non-standard products may, at Studio TK's sole discretion, require deposit prior to scheduling of production, the amount of the deposit being credited against the total price of the project.

Storage

Studio TK does not have the facility to provide product storage services. If you are unable to accept a scheduled shipment for any reason, you are responsible for providing new shipping instructions and for all costs associated with the delay, including arranging for storage of scheduled shipments. Customer will be responsible for all costs associated with storage of products.

Delays

The order acknowledgement will state a shipping date which is Studio's TK best estimate at the time the order is acknowledged. However, Studio TK shall not incur any obligation or liability to Customer for failure to ship by specified date unless Studio TK has agreed to an unequivocal, firm shipping date in a separately signed written document executed by its authorized personnel. In addition, Studio TK shall not be liable for any loss or damage resulting from any delay or failure in shipment or other failure to perform all or any part of the agreement between the parties with respect to the products shown on the face of the acknowledgement where such delay, failure, loss or damage is the proximate result of any act of any government authority or political subdivision thereof, revolution, riot, civil disorder or disturbance, act of enemies, delay or default in transportation, strike disputes among or between labor unions or other labor disputes, delay or inability in obtaining materials and facilities, fire, flood, act of God or any cause not within the reasonable control of Studio TK, whether of the class of causes enumerated or otherwise. Without limiting the generality of the foregoing, Studio TK may, without causing breach or incurring liability, allocate products which are in short supply, regardless of the reasons therefore, among Customer and other customers, in any manner which Studio TK, in its sole discretion, deems advisable.

Suspension

In the event that the Customer defaults in the payment of any sum due to Studio TK, or in the event the Customer's financial condition becomes unsatisfactory to Studio TK, Studio TK shall have the right, at its option, upon notice to the Customer, to defer or discontinue shipment of any products until such time as the default is cured or Customer provides assurance of payment to Studio TK in such form, content and/or amounts as Studio TK, in its sole discretion, deems adequate.

Back Charges

Studio TK will not accept charges for expense incurred by the Customer in expediting shipments. Studio TK will not accept charges for the repair of damage caused by others.

Claims

Studio TK is not responsible for damage which occurs in transit or in storage. The carrier signs for all products received in apparently good order. It is the Customer's responsibility to examine products upon receipt and to file any claims with the carrier within such time frames as outlined by the carrier.

For concealed manufacturing damages, shortages or incorrect products, Customer shall file claims directly with Studio TK in writing, within 30 working days after delivery. Claims will be approved at Studio TK's sole discretion.

Failure by the Customer to submit a claim within such time periods shall constitute acceptance of the products and waiver of any claims for damages or shortages. Failure to provide proper documentation may result in claim denial.

For defective products, the Customer shall file claims directly with Studio TK Customer Support at 1-855-941-0262 or claims@studiotk.com and such defects shall be remedied subject to [Studio TK's Warranty](#).

Returns

No returns of products will be accepted without Studio TK's prior written consent. Studio TK reserves the right to approve and/or deny return requests at its sole discretion. All such approved returns must be shipped freight prepaid unless otherwise indicated by Studio TK, and standard items may be subject to a restocking charge.

Please contact Studio TK's Customer Support at 1-855-941-0262 or customersupport@studiotk.com.

Errors and Omissions

All quotations, acknowledgements and invoices are subject to corrections for any errors and omissions.

Offer of Sale

Possession of the price list or any other literature shall not imply Studio TK's willingness to sell to the holder and shall not be construed as a direct offer of sale.