

# TERMS AND CONDITIONS

## GENERAL TERMS FOR ALL ORDERS

Information in this price list replaces all information in prior price lists and catalogs.

**Prices** – Prices and specifications are list prices effective with date printed on cover and supercedes all other published price lists. ERG reserves the right to change prices or specifications without prior notice. Orders are accepted subject to price prevailing at time of shipment.

**Orders** – All orders must be placed through Purchase Order only.

<b>Fax:</b>	<b>Mail:</b>
<b>ERG Customer Service</b>	<b>ERG Customer Service</b>
<b>Fax: 1-805-981-9878</b>	<b>361 N. Bernoulli Circle</b>
	<b>Oxnard, CA 93030 USA</b>

**E-mail:**  
orders@erginternational.com

**Phone Orders** – NO phone orders will be accepted. Orders are only accepted in writing by mail, fax or email.

**Order Acknowledgments** – Customers will receive an order acknowledgment after purchase orders have been entered into production. Orders are accepted, manufactured and invoiced in accordance with the order acknowledgment. Please advise ERG immediately of any discrepancies. Acknowledged orders may not be cancelled or modified without written consent from ERG.

**Matching Orders** – If any order is to match a previous shipment, it must be clearly stated on the order. Please supply original invoice number and date. If product or materials needed cannot be supplied, customer will be notified.

**Orders on Hold & Delayed Shipments** – Customers requesting shipments to be "held" or "delayed" **after orders have been put into production**, ERG will complete the order on the original schedule. After two (2) working days of completion, the order will be invoiced and storage charges will accrue. (No exceptions).

**Changes or Cancellation** – Any changes or cancellation to an order must be submitted in writing and confirmed by ERG Customer Service before the change or cancellation is effective. Due to short lead times, any changes or cancellation may result in charges if materials have entered into production.

## PRODUCT RETURNS

All products are custom made to order and cannot be returned. For large orders, we will gladly provide our customers with a sample of materials or products upon request, if necessary.

## CUSTOM ORDER CHARGES

**Stain Matching** – Custom stain matching charge is \$425.00 List. Due to the natural fiber of wood and different wood variances we cannot guarantee an exact match to any existing products produced. ERG has many stain choices available and will gladly supply wood stain samples upon request.

## PRODUCT CHANGES & SPECIFICATIONS

ERG International's policy is one of continuous product improvement. We therefore reserve the right to make changes in design or specifications, or to discontinue products at any time without prior notice. Every effort will be made to keep the user informed when changes do occur. All dimensions and weights shown are approximate.

## CAL BULLETIN 117 (TB 117)

California Bulletin 117 (TB 117) is standard. All our fabric meets Cal Bulletin 117.

## **PRODUCT LIABILITY**

ERG International disclaims all liability for damages resulting directly or indirectly from use of its products which have undergone changes or alterations by the installer or user, regardless of the reason or the authority for such alteration; or from improper installation, where deviation from the prescribed installation has occurred for whatever reason.

## **PRODUCT LEAD TIME**

Most of our regular orders will ship in 3-6 weeks after receipt of order, with normal open account customers. ERG pledges 100% on time delivery to our customers. Customers who do not have open accounts will be notified of terms and lead time information. For large orders please contact Customer Service for lead time information. Also, some products in this catalogue may require longer lead time. ERG Customer Service will advise you at time of ordering if lead time will be longer than normal.