

TERMS AND CONDITIONS OF SALE

Credit and Payment Terms

Nevers Industries does not allow for automatic open account terms for new customers, current customers whose accounts are in arrears, nor for individuals, or non-commercial purposes. A credit application will be sent to each new customer. New customers are encouraged to begin establishing a credit rating with Nevers Industries prior to placing an order.Our customers are responsible to provide the necessary current and accurate information. Orders are 50% due upon receipt and 50% net 30 if approved. Nevers Industries will apply a 1-1/2% per month service charge to all past due accounts. Accounts that are 90 days past due will be subject to collection proceedings without any additional notice. If legal action is necessary to settle collection proceedings, the purchaser agrees to pay Nevers’ incurred legal representation fees and/or court costs. Orders will not be processed for past due accounts until the amount due, including any service charges, is paid in full. Orders will not be scheduled for production until the deposit is received. A bank letter of credit may be required for any order over $50,000 net.

Prices

Our prices are list; freight prepaid, F.O.B. Maple Grove, Minnesota, and are subject to change without notice. Quoted prices must be accepted within 30 days or re-quoted for date and approval. Freight is prepaid and allowed for normal ground transportation within the 48 contiguous states, must ship to dock location. Air freight, will calls, and special delivery will be quoted and invoiced separately. Prices do not include installation, storage, or sales tax.

Packaging

Nevers Industries’ pricing includes packing for North American shipment. Only environmentally safe packing materials are used. Large furniture pieces will be packed with wood reinforcements for added protection. For special packaging, crating or overseas shipment, please contact Nevers Industries for a quote.

Delivery

Nevers Industries will select the method of shipment, carrier, and routing. Carrier selection is solicited to provide the best service to each customer in their location. All shipments are sent prepaid, FOB Maple Grove, Minnesota. Nevers Industries’ liability ends when the carrier issues a receipt to Nevers Industries. This is acknowledgement by the transportation company that the shipment has been received by the freight company in good condition and title of the goods and risk of loss transfers to the buyer. The order shall be considered complete. Prepaid freight does not change the F.O.B. status of the product and risks involved in Invoices relevant to the partial shipments are payable as they fall due.

Freight Terms

All orders under $2,000 net are subject to a minimum order/ additional freight charge of $275 net; Nevers Industries also reserves the right to establish a freight and fuel surcharge fee to cover variable freight costs. This charge will be established at the time of order.

Lead Times

The lead time on an order begins when Nevers Industries receives the deposit and the signed drawings. All acknowledgments will contain the estimated shipping date. We are not responsible for delays in scheduling or failure to make scheduled shipping date due to strikes, lockouts or other labor complications, war, riots, Acts of God, fires, accidents, restraints affecting shipment or credit, reduced supply or excessive cost of fuel or raw material, delays from suppliers, compliance with Government regulations, or other unforeseen contingencies. When delays in final product delivery dates are caused on the part of the purchaser, we reserve the right to invoice up to 100% of the remaining contract amount and, in addition, to charge the purchaser any costs associated with delivery delays.

Order Acknowledgement

All orders are subject to final acceptance by Nevers Industries. Receipt of our acknowledgement indicates acceptance of your order subject to our terms and conditions. If pricing on the purchase order is different than the acknowledged pricing, the acknowledgement will take precedence over the purchase order. Nevers Industries attempts to clarify all orders. But in the event of any discrepancy, please notify Nevers Industries immediately. Failure to notify Nevers Industries of a discrepancy within 48 hours will constitute acceptance of the order as acknowledged. All orders are subject to credit approval at any time.

Change Orders

Nevers Industries will make every attempt to honor any reasonable engineering, production, or shipping change request approved by Nevers Industries. Change orders will be accepted only if the request is made in writing and received in time to comply with established delivery dates. Nevers Industries reserves the right to increase our acknowledged price and adjust lead times to make the requested changes. Nevers Industries will assess charges to the customer for change orders, cancellations, and delivery deferments as stipulated in the following:

Change Order Charges

Received prior to signed approval drawings will be charged up to $500 net. All changes are subject to price/lead time review by Nevers.

Changes received after signed approval drawings, but prior to production, will incur fees associated for any work done by Nevers Industries plus the up to the $500 maximum net charge above.

Cancellations:

Cancellations after receipt of the purchase order will be assessed the ***total accumulated cost of the project*** plus up to $500 net cancellation charge

Deferred Shipments/Storage by the Manufacturer

All merchandise will ship upon completion of production. No shipment can be postponed by the customer. If customer is unable to take delivery of merchandise when ready for shipment, Nevers Industries may transfer the merchandise to storage. All on-site cost for storage and freight will be at customer's expense. Transfer to storage will be considered delivered for all purposes including invoicing and payment. The customer must acknowledge that title of the goods stored and risk of loss transfers to the customer. Customer will bear the risk of loss or damage during storage. Deferred shipment charges will be assessed from the completion date. Storage is subject to a minimum of $70.00 net /day storage fee.

Shipment Claims

Legal title of merchandise passes to the buyer upon acceptance by the carrier. The buyer must inspect all cartons on arrival for visible or concealed damage. In the event of visible freight damage, the buyer must make a notation on the freight bill; immediately notify Nevers Industries for an inspection; and file a freight claim. Do not sign the receipt until the visual inspection is complete at the time of delivery. If concealed damage is discovered, Nevers Industries must be notified within **5 days.** **Keep all packaging materials for inspection (do not destroy). Failure to do so may impair or cancel the ability to make a successful claim.** Do not install damaged product. Caution: When a clear receipt is obtained by a carrier, the carrier is no longer responsible for damages or shortages. Damaged freight cannot be refused by the consignee (buyer). Processing claims for damages and shortages are the responsibility of Nevers Industries. At no time can claims be deducted from our invoices.

Returns

All Nevers Industries products are made to order. Therefore, merchandise may not be returned without specific consent from Nevers Industries. Unauthorized returns will be refused by the shipping department.

Miscellaneous

All merchandise shown in our catalog is the property of Nevers Industries. We reserve the sole right to manufacture and distribute it. All patterns, tools, and designs developed for the production of any product will remain the property of Nevers Industries. All published dimensions are approximate and if the exact sizes are critical, we suggest that you request actual measurements. Price list data supersedes all other specifications, whether verbal or written, and may not be altered without the written consent of an officer of Nevers Industries. Typing and clerical errors on any agreement, publication, correspondence, price list, or product literature pieces are subject to correction at any time without notice. Due to variations beyond our control, all wood and upholstery products are subject to slight variations in color, texture, and grain.

Disclaimer

Nevers Industries reserves the right to change prices, specifications, fabrics, dimensions and finishes at any time without prior notice. This right to change also applies to discontinuing models at any time, as well as catalog and price list contents.

Warranty

*Nevers Industries, Maple Grove, MN warrants its products to be free from defects in material and workmanship for a period of 10 years from the date of shipment to the customer.*

Our warranty covers Nevers Industries’ products used in non-residential locations and assumes typical single-shift workday use with nominal care by the end-customer. Our warranty only applies to new products sold through Nevers Industries’ authorized extended sales distribution network in North America. Our warranty is non-transferable from the original purchasing entity or individual owner.

Product options, supported installed features, and any other ancillary systems and parts, whether provided by Nevers Industries or supplied by the customer, carry their own manufacturer’s or distributor’s warranties. These items may include, but are not limited to, natural and engineered stone tops and inlays, metal bases, height-adjustment systems, decorative signage, glass tops or transaction accents, electrical power systems, and/or lighting systems.

In the event of making a warranty claim, it is up to the customer to notify Nevers Industries as soon as possible. Nevers Industries reserves the right to examine the warranty claim and provide an appropriate response. Nevers Industries will then, as our sole obligation, either repair or replace parts, materials, components or other directly associated systems provided by Nevers Industries and any other approved incurred expenses due to the warranty issue. In the case of irreplaceable custom materials, unique processes or vendor-supplied components no longer supported, we will provide alternate, yet equal, solutions.

Any structural modification, dismantling and reinstalling, or improper use or storage of our products may void the warranty. Similarly, failure to control the expressed limits of temperature, humidity, or ambient lighting exposure throughout the life of Nevers Industries products may influence any potential indemnity and/or void our warranty. Additionally, our warranty does not cover: damage during shipping caused by a freight carrier; uncontrollable natural variances in wood grain or texture, finish hue or color; and damage from excessive wear (such as, but not limited to, singular or repetitive scratching or denting from jewelry, writing instruments or other such hard objects), misuse, negligence or modification on the part of the customer.

Nevers Industries herein extends no other warranties, expressed, depicted, or implied, including warranty of merchantability or fitness for a particular purpose. Nevers Industries shall not be liable for loss of time, inconvenience, commercial loss, incidental or consequential damages. No warranties other than those contained herein will be implied and Nevers Industries, Inc. does not authorize any person to create any warranties other than those contained herein.

# General Specifications

Wood Veneers

Nevers® products are manufactured primarily of Plain Sliced Mahogany, Walnut, White Oak, Cherry, Ash and Maple. Other woods may be specified. Please contact Nevers Industries for price and availability. Veneer panels are laid up with plain sliced faces and are balanced on back to minimize warping and balance stresses.

Wood Surface Cleaning

Wood furniture should be cleaned with a damp, soft cloth, wiping in the direction of the wood grain. Wood surface should then be dried with a dry, soft cloth. Monthly, wood surfaces should be cleaned with a soft cloth using a quality wood cleaner. Following cleaners’ directions, slightly dampen soft cloth and wipe in direction of wood grain. Dry the wood surface with a dry, soft cloth. Ammonia or any type of oil should be avoided.

Standard Wood Finishes

Nevers' standard finish is a multi-step process involving dyes, stain, sealer, toner, and lacquer. For added protection and durability, the final topcoat on all tabletops is catalyzed lacquer. All finishes have been formulated for maximum clarity to enhance the natural characteristics of each wood species. Standard finish is open pore. Semi-filled and filled finishes require an upcharge and may extend the lead time. Please contact Nevers Industries for price and delivery date.

Custom Wood Stains and Finishes

Virtually any wood finish or color sample can be matched to your specifications. A finish sample or stain sample is required from the customer before the process of matching approval can begin. The upcharge for custom finishes varies with the type of finish and with the quantity ordered.

Levels (Types) of Stain to Match Sample (STM) Requests

**A** "Custom Color only" Sample basis Standard NI Veneers and Standard Finish (20-degree satin, open pore)

* $250 Pre-Contract
* N/C Post Contract
* Lead Time 5 - 7 business days

**B** "Custom Sheen" and "Custom Color" Sample basis anything other than NI Standard Topcoat (20-degree satin, open pore)

* $500 Pre-Contract
* TBD Post Contract
* Lead Time 7 – 10 business days

**C** Add Alt: "Custom Veneer Spec" (Add to either "A" or "B" as applicable) basis requiring any veneer spec other than NI Standard (species or cut or matching)

* $250 Pre-Contract
* TBD Post Contract
* Lead Time 14 business days

Costs are applicable per # of samples requested. Costs based on ground shipping only from Nevers Industries. Customer may opt for faster shipping at own cost. Costs to customer are refundable upon receipt of a project PO, payable as a discount on final order.

Note: COLOR VARIATION WILL OCCUR IN THE GRAIN OF ALL WOOD SPECIES.

This is an inherent characteristic caused by the annual growth rings found in all hardwoods and the way the boards and veneers are cut across these growth rings. In some species, this color variation is very subtle. In other species this color variation is obvious and at times radical.

The process of finishing hardwood veneers determines whether these variations are enhanced or subdued. Natural finishes will show color variations in the grain and enhance the beauty of the wood to its fullest extent. Other stains and finishes tend to blend in these variations to some extent dependent upon the depth of color and the method of application.

Standard Laminates

Standard, non-premium Wilsonart, Formica, Nevamar, and Pionite Laminates

Custom Laminates

Any commercially available laminate may be specified. Most custom laminate orders may extend the standard delivery date.