

# INNOVATIONS

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## General Terms and Conditions

Innovations is a to the trade only company. To establish a trade account with Innovations, please contact our Customer Service Department at 800.227.8053 or contact [customerservice@innovationsusa.com](mailto:customerservice@innovationsusa.com). Upon establishing an account with Innovations, you are acknowledging our terms and conditions, and are agreeing to be bound to the following. Please be sure to read the information below.

### CANCELLATIONS

Orders may be cancelled subject to Innovations consent and upon terms that indemnify Innovations against loss. Orders requiring a production time of four or more weeks may only be cancelled in the first 14 days from the receipt of payment. Innovations reserves the right to charge up to a 20% restocking fee on orders cancelled after 14 days of payment receipt. If an order is cancelled after production has been completed, and the lead time meets what was advised to the customer, the order will be subject to a 25% restocking charge even if unshipped.

### CREDIT TERMS

Please allow Innovations one (1) full business day to process any form of payment.

All orders will be processed via Proforma Invoice (full payment prior to shipment). Customers with established accounts will be invoiced based on agreed upon credit terms.

Innovations reserves the right to cancel a credit line or change credit terms without prior notice at any time prior to confirming an order.

Innovations will accept payment in the form of Check, Credit Card, and Wire Transfer. Customers will be charged a handling fee of \$25.00 for any returned check.

**Credit card payments of more than \$10,000 will be accepted on a case-by-case basis. A processing fee of up to 4% may be applied. Multiple credit card transactions on one order are prohibited.**

In the event that an order requires Innovations to manufacture materials that are currently out of stock, a 50% deposit on material costs is required to proceed with production.

### CUSTOM ORDERS

#### Wallcovering and faux leather orders:

- Minimum quantities apply.
- Please inquire about specific product requirements.
- Strike-offs are required and the strike-off is the CFA (Cutting for Approval).
- 50% deposit required with order placement.
- Custom orders are subject to the following minimum overruns:

Under 1,000 yards	25%
1,000 – 1,999 yards	20%
2,000 – 2,999 yards	15%
3,000 – 7,999 yards	10%
Over 8,000 yards	5%
- Custom orders cannot be reduced, returned or cancelled.

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## Leather orders:

- Minimum quantity of 550 square feet (approx. 10 hides)
- Please inquire about specific product requirements
- Strike-offs are required and will serve as the CFA (Cutting for Approval) for orders
- 50% deposit required with deposit
- All custom orders of leather are subject to a surcharge.
- Custom orders cannot be reduced, returned or cancelled.

## CUTTINGS FOR APPROVAL

Shipped materials may vary from memos, showroom samples, sample books, binders, and folders. Customers are recommended to request the most up to date memos of all products prior to placing orders.

No returns of merchandise will be accepted for dye lot variation between orders with multiple lots if a CFA was not requested or was waived.

When a shipment is to be made directly to a workroom, please request that a sample be sent to the fabricator for identification purposes.

## Wallcovering

When requesting a Cutting for Approval (CFA), a purchase order must be placed with a deposit or full payment. Please note, Innovations will only provide CFA's on products that are prone to variation.

## Leather

Leather is a natural product that varies and cannot be perfectly represented by a CFA. For leather, a CFA will only be presented when a paid in full order is requesting the CFA.

## Faux Leather

Our faux leather is engineered to not vary in color. Due to this process, CFA's will not be provided on orders.

## MICROVENTING

Innovations is able to provide microventing on certain vinyl products. Please see our **Microventing Terms and Conditions** for additional information regarding pricing and what is not covered under warranty.

## ORDERING

All orders must be in writing. No verbal orders will be accepted.

## Wallcoverings:

Minimum orders for all wallcoverings are at least three (3) yards. Certain products must be purchased in yardage increments, thus the three yard minimum does not apply. Our products are sold in full yard lengths only. **There is a \$3.00 per linear yard cutting charge when ordering less than a full bolt (30 yards) quantity on products that apply.**

## Faux Leather/Textiles:

Minimum order for all faux leathers/textiles three (3) yards. Our products are sold in full yard lengths only. Cut charges do not apply to the Textile line.

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## Leather:

Shipments may vary +/- ten percent (10%) based on hide sizes.

## ORDER AND SHIPPING PROCESSING

Innovations will process all orders and supply an invoice within one business day from receipt of any purchase order.

In-stock orders F.O.B. Kearny, NJ: Ground shipments will be packaged and shipped within 48 hours of full payment processing.

Priority and express orders paid in full and processed by finance no later than 12:00pm EST, will ship same day.

In-stock orders F.O.B. all U.S. based fulfillment locations other than Kearny, NJ: Ground and express shipments will be packaged and shipped within 72 hours of full payment processing. We are unable to escalate express orders to ship any sooner than standard processing times provided.

In-stock orders F.O.B. international warehouses:

Processing and shipping times vary depending by warehouse. Please contact Customer Service Department at 800.227.8053 for more information regarding transit time.

## PRICING

**Prices are subject to change without notice.** Please confirm current prices with your Innovations sales representative or with Innovations directly at 800.227.8053, Monday through Friday between 9:00am and 5:00pm EST. All prices are net wholesale.

## PRODUCT CLAIMS

All claims must be filed within 30 days from invoice date.

Examine all merchandise for correct color, pattern, yardage, and any other irregularities, prior to cutting. No claims or returns will be processed once material has been cut.

All claims on faux leather/leather/textiles must be made prior to installation. No claims will be processed if material has been cut or installed. **When a shipment is to be made directly to a workroom, please request that a CFA or sample be sent to the fabricator for identification purposes.**

Claims for labor charges will not be considered under any circumstances.

In the case of damages or loss suffered in transit, it is the customer's responsibility to notify Innovations within 48 hours and to provide photographs of the damages.

It is essential that a member of your firm be at the job site to inspect the initial installation as Innovations will only make allowances for up to three test panels of Wallcovering.

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Innovations cannot accept responsibility for claims if hanging instructions are not followed. If you did not receive hanging instructions with your shipment, please contact our Customer Service Department at 800.227.8053 prior to installation or visit our website.

No salesperson, agent or representative is authorized to alter the foregoing terms and conditions of sale.

## REFUNDS

In the event Innovations must compensate a customer, this will be done via credit towards the client's account. Credits are processed within 15-25 days of receipt of returned material. Refund checks can be furnished, but must be requested. Please allow 30-45 days for receipt of refund from the day material is received at our warehouse.

## RESERVES

All reserves shall be accepted based upon availability of goods.

Reserves may be placed for ten working days for items stocked in our Kearny, NJ warehouse, after which time they will automatically expire without notice. Renewal is contingent upon availability.

Reserves for material located in one of our fulfillment centers, vary depending on constraints imposed, and will automatically expire without notice. Renewal is contingent upon availability.

## RETURNS

All returns must be authorized by management. Any returns without necessary paperwork and/or not abiding by our mandatory RA instructions, will not be accepted and refund will not be issued. For information regarding refunds, please see below.

Innovations will only accept returns on full/uncut bolts of product that have not been damaged.

A 25% restocking charge will be placed on all authorized returns within 30 days of invoice date.

A 50% restocking charge will be placed on all authorized returns 31-60 days from invoice date.

After 60 days returns will not be accepted.

## SALES TAX

It is the customer's responsibility to either provide a properly completed Resale Certificate prior to the shipment of the order, or to pay the required state's sales tax designated by the "ship to" address on the invoice. Final Destination forms are not applicable. Sales tax is charged based on the initial ship to destination.

## SHIPPING, HANDLING, AND FREIGHT CLAIMS

Customer is responsible for all shipping and handling charges. Innovations will not provide copies of freight invoices. Customers may request their own shipping method and provide their own account number for orders over 300 yards.

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Innovations will not hold orders that are in stock, paid for, and available to ship for more than 72 hours. Orders held over 72 hours are subject to cancellation and/or additional storage fee. Please see [Innovations Warehousing Terms and Conditions](#) for additional information.

All ship dates are approximate. Innovations makes its best effort to meet these dates, but does not guarantee them. Innovations will not assume freight charges for failure to meet ship dates.

In the event of unforeseen circumstances that delay shipments with common carriers (FedEx, UPS, etc.), Innovations will not expedite shipments at no additional charge. Innovations is not responsible for shipping errors on behalf of third party logistics providers.

It is the responsibility of the customer to provide accurate and up-to-date shipping details. Innovations will not take responsibility for orders that are shipped incorrectly due to misinformation from the customer.

**All shipping claims must be brought to Innovations attention within 48 hours of delivery.** All damage shipping claims must be accompanied with photos documenting the damage of the goods received, including shipping boxes and bags. **Innovations requires 72 hours to provide a resolution on all shipping claims.**

## WARRANTY

### Wallcoverings:

Innovations' wallcoverings are guaranteed to be free of defects in workmanship and material for three (3) years. We cannot accept responsibility for claims if the above instructions are not followed, nor are we liable for labor and associated costs, over and above the cost for replacement material.

**Any customer requested additional treatments, i.e. flame/stain treatments and micro-venting, will void Innovations standard warranty.**

### Faux Leather/Leather/Textiles:

Innovations will warranty upholstery materials for a period of one (1) year, to be free of defects due to manufacturing. Innovations also guarantees all upholstery materials will perform in accordance with industry standards for wear and tear. No claims or returns will be allowed once material has been cut, chemically treated, or on custom orders.

## MISCELLANEOUS

Any questions or comments regarding our Terms and Conditions can be directed to our Customer Service Department at 800.227.8053. Any amendments to these Terms and Conditions must be submitted in writing and approved by Innovations.