

# Barkman Furniture

## Dealer/Buyer Terms and Conditions

### **ORDER PLACEMENT: (Both Custom and Standard Catalog Items)**

***Barkman Furniture desires to ship the right product, built correctly, and delivered on time!***

- ⌚ Upon receipt of a written or verbal order, Barkman Furniture will respond back to the dealer/buyer with final specifications, pricing, and delivery information.
- ⌚ For Custom Orders a drawing will be made to the specifications on the order. The drawing must be approved before the order can be processed.
- ⌚ Delivery times may vary depending on the product, manufacturing conditions, Dealer/Buyer location, and freight times.

### **TERMS:**

***Barkman Furniture offers fair and honest terms to encourage prompt payment and reduce costs!***

- ⌚ Orders will be invoiced to the dealer/buyer by Barkman Furniture when the product is ready for pickup or shipment.
- ⌚ Payment Terms – 2% discount if paid within 10 days: Net 30 days.
- ⌚ Late Payment Charges – A 2% finance charge per month (24% per year) will be added to any invoice not paid within 30 days.
- ⌚ Customers that fail to pay all invoices in full within 30 days will have future orders held until full payment is made.
- ⌚ Customers that fail to pay under the terms of any invoice agree to bear all costs and expenses incurred by Barkman Furniture in collecting and enforcing the Customer's past due invoices.
- ⌚ New dealers – A credit application must be completed prior to the first order. Full credit approval by Barkman Furniture or a 50% deposit is required prior to shipment.

### **WARRANTY & RETURN POLICY:**

***Barkman Furniture is committed to providing products free from defects and will repair or replace items with material or workmanship defects up to 1 year from the date of delivery! Dealer/Buyer may contact Barkman Furniture for special or unusual circumstances.***

#### **Product Repair or Replacement:**

***To request repair or replacement of a product, submit photos of the issue as well as the Barkman Label on the back or underside of the furniture to [sales@barkmanfurniture.com](mailto:sales@barkmanfurniture.com). Also, provide a detailed description of the problem. Upon receiving your email, Barkman Furniture will be in contact to resolve the issue as promptly as possible.***

- ⌚ Barkman Furniture's obligation and liability is limited to defects caused by their own defective material or workmanship.
- ⌚ Barkman Furniture is not obligated to repair or replace due to situations outside of their control such as vandalism, improper use, use beyond rated capacity, improper handling, storage, or installation.
- ⌚ Dealer/Buyer must either return defective products or must provide photographs of claimed defects before Barkman Furniture can repair or replace defective products.

**Product Returns and Cancellations:**

*Barkman Furniture attempts to ship the right product the first time to avoid returns!*

- ⌚ Product that is confirmed by the dealer/buyer and built to the approved specifications per the above Order Placement guidelines may not be returned or canceled for credit.
- ⌚ Dealer/Buyer may request cancellation of an order that is in progress. However, the Dealer/Buyer agrees to cover any expenses incurred by Barkman Furniture as a result of such cancellation. Barkman will make a good-faith calculation of what the cost of cancellation is and will charge such costs to the Dealer/Buyer at the time of cancellation.

**CUSTOM QUOTES:**

*Barkman Furniture specializes in high-quality, custom furniture and is happy to provide quotes!*

- ⌚ We encourage our Dealers/Buyers to inform the customer of the following custom services:
  - Custom sets or individual pieces of furniture and cabinetry built exactly to the customer’s specifications.
  - Customizing any of our standard catalog items such as different dimensions, finishes, or adding custom features.
  - Mixing some custom and some standard pieces for a custom set
  - Unusual delivery or packaging needs
- ⌚ Please call or email our office for a quote. We attempt to provide emailed quotes within 7 days of receiving the specification.

**SETTLEMENTS:**

*Barkman Furniture is a Christian company committed to resolving disagreements!*

- ⌚ The Dealer/Buyer and Barkman Furniture agree to negotiate in good faith in an effort to resolve any dispute that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally. Barkman Furniture and Dealer/Buyer agree that they will not use any other form of litigation or arbitration to resolve any dispute between them until they have completed a good faith mediation involving the matter.

Acknowledged and Agreed:

\_\_\_\_\_  
Dealer/Buyer Business Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Signed

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Name and Title

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Date