



## TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale apply to all Orders ("Orders") placed with RADform Inc. ("RADform", "us" or "we"). Customer ("Customer" or "you") agrees to these Terms and Conditions of Sale by virtue of his or her placement of a sales Order with RADform through any manner or medium including, without limitation, phone Orders and on-site retail sales.

### 1. ORDERS

#### (a) No Change, Cancellation or Return of Custom Orders

Once placed, custom Orders cannot be changed, cancelled or returned.

#### (b) Cancellation of Stocked and Standard Orders

Any requests for cancellation or changes to a stocked Order, including, without limitation, changes in quantity or other requests, must be delivered in writing to RADform within twenty-four (24) hours of the Customer's purchase. RADform will not consider any changes to Orders after this time. Customer acknowledges and agrees that any cancellation or changes to a stocked Order will incur a restocking charge equal to twenty-five percent (25%) of the net value of the ordered items cancelled, to be paid by the Customer in the same currency in which the Order was placed (Canadian or United States dollars only).

#### (c) Returns

RADform does not accept any returns. RADform will not accept any returned items without written pre-authorization, to be provided by us.

Selected regular priced in-stock items will be considered for return within seven (7) days of purchase. Any product accepted for return must be in original and unused condition (item and packaging) and accompanied by the original invoice. In-stock items or Orders accepted (at RADform's sole discretion) for return will be subject to a twenty-five percent (25%) restocking fee. The remaining amount will be used as a store credit towards future purchases, within one calendar year.

Customer acknowledges and agrees that RADform will not allow for Returns or Exchanges on the following items: all furniture, floor models, sale items, special Orders, custom Orders, altered items, pillows, featherbeds, duvets, mattresses, pillow/mattress protectors, jewellery and pierced earrings. These items are always considered as Final Sale.

#### (d) Receipt of Items

It is the Customer's responsibility to inspect all delivered items immediately upon receipt for flaws, defects or damages. Please open packaging and check the items carefully before signing a delivery confirmation. Otherwise RADform cannot take responsibility for damages. If a Customer believes that any items ordered from RADform have been damaged during the transportation process, the Customer must advise RADform in writing, accompanied by photographic evidence, within two (2) working days of receipt of such items. Photographs should include the damaged packaging, which will be kept by RADform for inspection. RADform may, in its sole discretion, either opt to (i) repair in whole or in part the



damaged items; or (ii) entirely replace the damaged items; and such remedies constitute Customer's sole remedy regarding such items.

RADform reserves the right to reject claims regarding damaged items received after two (2) working days.

## 2. PAYMENT

RADform accepts all major credit, debit cards, online bill payment options, wire transfers and certified cheques or bank drafts. Any bank charges associated with wire transfers or online bill payment methods and exchange fees will be billed to the Customer.

### (a) Deposits

Product pricing and inventory availability are subject to change without notice prior to the placement of any Order. In stock merchandise cannot be held or picked up without RADform first receiving full payment. Custom Orders will not be processed without a non-refundable Customer deposit of fifty percent (50%) of the cost of the item(s). A fifty percent (50%) deposit is also required to process all out-of-stock merchandise Orders. A full payment (100%) is required for all accessories, lighting, small items, wallpaper, acoustic panels and COM/COL Orders. A full payment (100%) is also required for all Orders where the delivery address is outside of the Greater Toronto Area (GTA), or when items are being delivered directly to the client's address.

### (b) Payment Terms

RADform does not offer financing. A deposit of fifty percent (50%) of the value of the Order or as otherwise stated in 2(a) must be received by RADform at the time the Order is made. All outstanding balances must be paid upon arrival to RADform's warehouse prior to delivery to Customer.

## 3. TAXES, DUTIES + CUSTOMS

RADform is legally required to charge sales tax (H.S.T.) on all Orders shipped within the Province of Ontario. Orders shipping outside of the Province of Ontario are subject to applicable taxes depending upon the final destination of the items. International Orders, outside of Canada, are not subject to Canadian federal or provincial taxes, however the Customer is expected to comply with provincial and state regulations, as applicable, and pay fees associated with any applicable tariffs, duties, customs, border and brokerage fees and or any fees associated with the of area purchases.

## 4. SHIPPING

RADform and its suppliers/manufacturers will make all arrangements with respect to the handling of all Order shipments, unless the Customer specifies in writing their preferred shipping method and is willing to accept any increased costs associated with such shipping method. Shipments returned to the manufacturer as a result of the Customer's delay or failure to accept delivery will require the Customer to pay additional fees, including, without limitation, storage, shipping or other costs issued by the manufacturer.



(a) Delivery Dates

Customer acknowledges and agrees that all lead times and delivery dates provided by RADform are approximate only. Customer hereby agrees not to hold RADform, or any of its parents, subsidiaries, affiliates or other related entities, and their respective, officers, director, employees or agents responsible for any delays beyond RADform's control. For clarity, Customer is not entitled to cancel Orders because of delays beyond RADform's control, including, without limitation, production delays which may occur at the manufacturing stage. Furthermore, the Customer will not hold RADform responsible for any delays arising from a force majeure events, which include but are not limited to natural disasters, acts of God, fires, floods, power outages, environmental disasters, or terrorism, which may affect the timing for the delivery of the Order.

(b) Storage Fees

RADform will inform the Customer once an Order or part of an Order is ready for delivery by sending the Customer a final invoice for those items and will also offer the Customer complimentary storage of the items for a period of up to fourteen (14) days. If such merchandise is not retrieved by Customer within such fourteen (14) days period, Customer will be charged a monthly storage fee equal to the greater of one percent (1%) of the net value of the Order or two hundred and fifty dollars (\$250.00) dollars (Canadian or United States dollars depending on currency used for the Order).

## 5. DELIVERY + INSTALLATION SERVICES

PLEASE NOTE that all delivery and installation services offered by RADform to Customers are limited to the Greater Toronto Area (GTA) only.

All shipping and handling charges are based on the distance, retail value (before discounts and taxes), dimensions, or weight of items referenced in the Order. RADform offers two (2) types of delivery services through third party delivery companies: (1) Standard; and (2) White Glove. RADform's delivery company will provide an estimated delivery and installation cost at the request of the Customer prior to delivery, but Customer acknowledges and agrees that such estimates are not binding on RADform.

(a) Standard Delivery

Standard Delivery service includes the items being dropped off at Customer's address in the manufacturer's packaging. There will be no set up and installation.

(b) White Glove Delivery

White Glove delivery service includes the following: delivery into the Customer's home, assembly (other than wall mount installation and electrical), and placement and removal of packaged materials. Customers will be given a two (2) hour time window by our delivery company for delivery and installation.

## 6. GENERAL LIABILITY



Under no circumstances will RADform be liable to Customer for any breach of these Terms and Conditions arising from any force majeure event, including, without limitation, strikes, lockouts, work stoppages, terrorism, acts of God, fires, floods, power outages, environmental disasters, general production delays, or other delays beyond RADform's control.

(a) Customer Supplied Items

RADform accepts no liability for any Customer-supplied fabric or leather used in connection with any in stock or custom Orders. The Customer will fully indemnify and hold RADform harmless for any damages, injuries or losses arising out of, or related to, the use by RADform of any Customer supplied materials (including fabric or leather) in connection with RADform-supplied items.

(b) Claims

All items sold by RADform are subject to a warranty period offered by the individual manufacturer of the particular item (collectively, the "Warranty Period"). If during the Warranty Period Customer has concerns regarding possible defects in the items, Customer must submit its claims in writing to RADform. If Customer's claim is covered by the individual manufacturer RADform will free of charge repair, replace or reimburse the components of the item(s) to which the claim relates in accordance with the manufacturer's directions. Please ask RADform to provide you with the warranty for the particular item that you purchase.

## 7. WARRANTY DISCLAIMER

Any other representations and other general information concerning RADform's items that may be contained in RADform's catalogues, website(s), advertisements, or in other promotional materials or statements or representations made by RADform or its agents will not be binding and will not form part of the limited warranty made by the individual manufacturer unless otherwise explicitly agreed in writing by RADform. For greater clarity, Customer acknowledges and agrees that in no event will RADform be liable for any Customer claims that exceed the purchase price of the product regardless of any manufacturer's liability in respect of which such claim is made. The Customer hereby agrees to fully release and hold RADform harmless from and against any and all claims, demands, liabilities, losses, costs and expenses, from any (i) acts or omissions of RADform, its directors, officers, employees, contractors, service providers, successors and assigns including, without limitation, negligence; or (ii) Customer's acquisition or use of any items or services from RADform or its third party providers/manufacturers.

Additionally, the Customer also acknowledges that following specific limitations on any item purchased from RADform:

(a) Furniture

Wood and metal finishes may vary in colour, tone and character. While RADform will make every effort to match a finish, no guarantee can be made for an exact match. RADform's manufacturers do not guarantee



finishes against fading and oxidizing. Variation in colour and veining are inherent in stone and wood and considered to be part of the natural beauty.

(b) Outdoor Furniture

All wood materials will expand and contract with moisture and temperature change. Over time this may cause slight cracking of the wood. This is a natural occurrence and is not indicative of a failure in manufacturing or workmanship. Natural teak will weather to a silver patina over time when exposed to the elements. Stain finishes will degrade over time and dirt and residue may adhere to the teak unless regularly maintained by washing, sanding, and reapplying stain regularly.

(c) Textiles

RADform's manufacturers does not guarantee fabrics, dyed or natural, against fading.

(d) Leather

RADform's manufacturers do not guarantee leather fabrics against fading. Variation in leather colour is part of its natural beauty.

(e) Rugs

Rugs are completely handmade, and size, colour, texture, design, quality and wearability may vary slightly from samples. The Customer hereby agrees to accept variations in the specified size, colour, texture, design, quality and wearability without any representations, express, or implied, with respect thereto.

## 8. GENERAL MAINTENANCE

RADform offers the following guidelines to Customer to help protect and preserve the quality of the items obtained from RADform.

Please protect all items from atmospheric agents. Please carefully follow all instructions on labels when washing removable, upholstery fabrics. Please clean your furniture items with a damp cloth and do not use items containing solvents like alcohol, thinner, acetone, etc. on item supplied by RADform. To clean natural materials without damaging the surface, please use a vacuum cleaner or a dry cloth. Please avoid placing the items close to or exposed to any heating systems as they will become damaged, damage the environment or represent a danger to people. Do not expose items to sunlight in order to avoid any possible colour variation and fading of the materials. Liquids spilt on items must be dried immediately.

Additionally, the Customer hereby agrees to follow the following general guidelines when using any ceramics purchased from RADform:

- Avoid contact with heavy or sharp objects;
- Never use side tables as stools;
- Ceramic is fragile by nature and may break when using too much force;



- Ensure ceramic objects are resting on rubber tabs provided with the pieces, or on a soft surface; and
- Use a coaster where applicable as ceramic surfaces with metallic finishes are sensitive to heat and water.

#### 9. INACCURACY DISCLAIMER

From time to time there may be information on our website or in our catalogue that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, and availability. RADform reserves the right to correct any non-material errors, inaccuracies or omissions and to change or update information at any time without prior notice to Customer.

Last updated: January 25, 2018.