

# Terms of Business

## Form and Fiber Inc.

### ORDERING

All products manufactured by Form and Fiber, Inc., also referred to herein as F&F, are only available directly from Form and Fiber, Inc. Sales representative contacts for pricing and product inquiries are:

#### TEXAS

##### DIANE COLLIER GROUP

##### TEXAS

Diane Collier  
(214) 238-3100  
[diane@colliergroup.com](mailto:diane@colliergroup.com)

#### NEW YORK

##### JETTY 14 DESIGN GROUP

##### NEW YORK

Sean Smith  
(917) 716-9242  
[sean@jetty14.com](mailto:sean@jetty14.com)

#### FLORIDA

##### JETTY 14 DESIGN GROUP

##### FLORIDA

(EXCLUDING ORLANDO AND TAMPA)  
Sharon McGrail  
(917) 929-5934  
[sharon@jetty14.com](mailto:sharon@jetty14.com)

#### ALL OTHER STATES

##### FORM AND FIBER, INC.

Geri Rademacher  
(972) 951-3145  
[info@formandfiber.com](mailto:info@formandfiber.com)

##### FLORIDA

ORLANDO & TAMPA

Sean Smith  
(917) 716-9242  
[sean@jetty14.com](mailto:sean@jetty14.com)

### PRICES

All pricing is quoted in U.S. Dollars, all products are FOB Mabank TX. Prices do not include crating, freight, delivery, or taxes. Applicable taxes will be included in the final order amount, plus packing and crating costs. Please contact Form and Fiber, Inc. for contract pricing. Prices are subject to change without notice.

A minimum deposit of 50% is required to initiate the production of an order. DEPOSITS ARE NON-REFUNDABLE and receipt of deposit indicates acceptance of the Form and Fiber, Inc. Business Terms and Conditions. The remaining balance is due prior to shipment of product.

### ORDER ACCEPTANCE

Orders are subject to acceptance by Form and Fiber, Inc. under the Terms and Conditions herein, in addition to the published price list and acknowledgements. These terms and conditions will prevail when in conflict with the terms and conditions of the Purchaser's purchase order contract.

### SHOP DRAWINGS

Shop drawings will not be released to Purchaser without receipt of 50% deposit payment, a signed and executed purchase order, and a signed F&F quote. This restriction applies to all products deemed "custom" in their nature whereas standard tech sheets provided on-line via F&F's website, will not be sufficient. This applies directly to all boardform, concrete box, corten steel boxes, planter frames, and custom products.

### CHANGES

Purchaser may request additions to the Sales Order. In the event such additions are accepted by Form and Fiber, Inc., Form and Fiber, Inc. shall have the absolute right to revise the prices, dates of delivery, and to add charges for work and materials rendered necessary by such additions.

## **COST QUOTES**

Quotations will be honored only when quoted by Form and Fiber, Inc. in writing. No agent or representative is authorized to change prices, terms or conditions of sale without the consent of Form and Fiber, Inc. Quotations are for a period not to exceed 30 days unless otherwise noted on the quote itself, or extended in writing.

## **CUSTOM ORDERS**

Form and Fiber, Inc. offers customization for many of our products. Customization for the Essentials and Cypress Series Concrete Planters is only available for quantity orders of twenty (20) or more units. Standard lead times for production do not apply for custom work and a mold up-charge may be applied to custom orders. Visit [www.formandfiber.com](http://www.formandfiber.com) to submit a formal inquiry for your custom project.

## **PRODUCTION LEAD TIME**

As each order is produced, production time fluctuates with order volume. Orders are currently shipping within 6-8 weeks of the order date, with shipping time accounted for within the coastal US. Products to be exported outside of the US are subject to longer shipping times.

## **RUSH ORDERS**

If an order is placed by a Purchaser, the production timeframe specified on the final quote stands as the time it will take for production of goods for that order. Should the Purchaser request expedited production due to aggressive deadlines or lack of planning, including Purchaser's own delay in placement of order, **a RUSH FEE of 15% upcharge, per unit**, will be applied to the order to expedite. A "RUSH" as defined by Form and Fiber, Inc., is the completion of an order 1-2 weeks earlier than the specified timeframe for production as listed on the final quote. The final RUSH date for completion within the 1-2 week early delivery will be determined by Form and Fiber, Inc. and not by the Purchaser.

## **SCHEDULING SHIPPING**

Once final payment has been received, a Form and Fiber, Inc. representative will contact Purchaser to confirm shipping method, shipment date, and coordinate shipping unless Purchaser uses a preferred Freight Forwarder and account. Form and Fiber, Inc. provides this coordination as an accommodation only to the Purchaser. All freight is shipped via 3rd Party Freight Carrier, so once product is loaded, it is the Purchaser's responsibility for any coordination to be made, directly with the 3rd Party Freight Carrier.

Form and Fiber, Inc. will make every effort to accommodate requested shipping and delivery dates. Orders are subject to delay of delivery due to strikes or other labor difficulties, failure or delay of source of supply, transportation difficulties, riot, fire, accident, and compliance with government regulations, Acts of God, or other causes beyond our control.

When a physical delivery address is given to Form and Fiber, by the Purchaser or a Representative of the Purchaser (including on-site Contractors), it is the Purchaser's responsibility to disclose any provisions or limitations for delivering to that site. All freight deliveries are scheduled through 3rd party Freight Carriers and delivered via 18-wheeler tractor trailer trucks.

If a "residential" or "limited access" delivery is needed, via smaller box truck, Purchaser is responsible for disclosing that request at the time physical address is given for delivery. Furthermore, any costs incurred from having to re-route the delivery truck, including waiting beyond 1 hour for off-loading, will be billed directly back to the Purchaser.

## **CANCELLATION**

Orders (or any portions thereof) may be cancelled by Purchaser only with the advance written approval of Form and Fiber, Inc. If such written approval is given, Form and Fiber, Inc. shall retain Purchaser's deposit and Purchaser shall, if such cancellation is made within 2 weeks of the scheduled shipment date, make payment to Form and Fiber, Inc. for the balance due for products ordered.

## **STORAGE OF DELAYED SHIPMENTS (INTENTIONAL OR UNFORESEEN)**

A storage fee will be charged for completed orders when the shipment is delayed at the Purchaser's request. This also includes intentional delay of final payment by Purchaser to hold off on shipment of product that they are not ready yet to accept. If the Purchaser cannot accept delivery when product is ready for shipment, Form and Fiber, Inc. will bill Purchaser **\$10.00 per unit stored per day**, based on 7-days per week. Should shipment be delayed in excess of 3 or more weeks, Form and Fiber, Inc. reserves the right to transfer goods to storage at Purchaser's expense.

If Purchaser fails to provide final payment and/or communication for final payment/shipment of idle product, **Manufacturer will deem the sale of goods null and void 3 months after the final invoice date. The 50% deposit paid by Purchaser is non-refundable and Purchaser forfeits all rights to ownership of product.**

## **FREIGHT CLAIMS**

All sales are made FOB Mabank TX. All Form and Fiber, Inc. products are carefully inspected and securely packaged prior to the shipment. Once a carrier accepts the shipment for transportation, title to the product is passed to the Purchaser and Form and Fiber's responsibility ceases. Form and Fiber, Inc. will not accept any claims for freight, warehousing or installation damage, including any incidental or consequential damages. Purchaser should carefully inspect all merchandise upon arrival and make claims for damage to the carrier immediately. Photograph any freight damage for your own records. Failure to make such claims shall constitute acceptance of the merchandise and waiver any defects, errors or shortages.

## **RETURNS**

No returns will be accepted without the written authorization by Form and Fiber, Inc. Unauthorized returns will not be accepted.

## **PRODUCT WARRANTY**

Products are warrantied per Form and Fiber, Inc.'s specific warranty terms. Reference specific F&F documents for terms:

- F&F\_2018 Aluminum Product Warranty.pdf
- F&F\_2018 Concrete Product Warranty.pdf
- F&F\_2018 Carbon & Corten Steel Product Warranty.pdf

## **TRANSPORT AND INSTALLATION**

Due to size and weight of planters, great care should be taken in moving, transporting, and installation. Planters should be kept in an upright position and are best transported using wood pallets with pallet trucks or a forklift for greater distances. Extreme care should be taken to protect planter bases, edges and rims from chipping with use of protective cushioning or moving blankets.

**REMOVAL OF PACKAGING FOR UNITS NOT IMMEDIATELY INSTALLED**

It is the purchaser's responsibility to make sure they or their employed sub-contractors remove all metal strapping, plastic, cardboard, and foam cushioning from packaged/palletized units, if the units will not be immediately installed. Form and Fiber, Inc. does not warrant, nor will replace, manufactured units that have been left idle with metal strapping, plastic wrapping, cardboard, and/or foam protective cushion in-tact and exposed to natural weather conditions such as natural sunlight, rain, wind, and salt exposure. Purchaser's failure to remove this packaging in a timely manner can result in the discoloration, marring, and/or surface damage to units.

**CLEANING AND MAINTENANCE**

Planters should be cleaned on a biannual or annual basis. Use warm, mild soap and water with soft cloth. Do not use wire brushes or high-pressure washers.

**INTELLECTUAL PROPERTY**

All Form and Fiber Inc products are copyrighted under law. Form and Fiber Inc reserves all rights.

**DESIGN RIGHTS**

All products and designs displayed in Form and Fiber, Inc. brochure literature, pricelists, product sheets, shop drawings, and web pages are strictly the property of Form and Fiber, Inc. Rights to manufacture these products reside solely with Form and Fiber, Inc. Any kind of reproduction of this property without written consent will be a violation of these rights and will be pursued with legal action.

**DISCLAIMER**

The information contained herein is accurate at the time of printing. Please visit the Form and Fiber, Inc. website for the most current information including pricing, changes in policies, and other relevant information.

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