TERMS AND CONDITIONS

If you have questions, contact Customer Service at 860.350.9600.

TERMS AND CONDITIONS OF SALE
Sales by Edelman Leather, LLC (“Edelman Leather”) of products (hereinafter “Products”) to any purchaser (“Customer”) are made only on the terms which are contained in this Selling Policy. Edelman Leather hereby gives notice of its objection to any different or additional terms and conditions. This is expressly conditioned upon the Customer’s assent to the terms and conditions set forth below. These terms and conditions may be modified or supplemented only by a written document signed by an authorized representative of Edelman Leather. These terms and conditions supersede any prior and or contemporaneous agreements or correspondence between Customer and Edelman Leather.

Due to variations in hide sizes, actual shipping quantity may differ from your order quantity. No overage will be charged for orders that meet the following criteria: standard net pricing, standard colors, and minimum order quantities. Edelman Leather reserves the right to ship +/- 10% of item footage ordered. Our leathers are not guaranteed against wearing or color fading. No claims will be allowed for labor charges under any circumstances.

We are not responsible for color matching unless present stock cutting is requested. Products must be inspected carefully before cutting; no material will be accepted for claim if marked or cut.

RESERVES
Products on hold (“Reserve”) are automatically held for ten (10) days and are subject to availability. A reserve lasting longer than ten (10) days must be requested in writing and will not exceed twenty (20) days. In all cases, products placed on reserve may be sold to other customers on a “first come, first serve” basis. Orders take precedence over reserves within 10 days; however, reserves will be given the opportunity to place an order within 24 hours.

ORDERS
Customer must order all Products by name and number where applicable. When seeking critical shade match, Customers must submit a cutting with its order; variations in shade may not be avoided. A Customer order will not be considered complete until the following information is confirmed: “Ship to” address along with final destination, price, quantity, freight forwarders details for pick up, payment requirements (including required deposits), written CFA waiver/approval and any customer special instructions.

ORDER CONFIRMATION (PROFORMA INVOICE)
The acknowledgment or seller’s invoice is the final expression of the agreement between the customer and Edelman Leather and supersedes all prior oral and written statements regarding the order.

The confirmation can be modified only in writing or reconfirmation by Edelman Leather.

Edelman Leather is sold to the nearest Quarter Square Foot (“SF”) that completes a full hide. Hides that are cut in half will be assessed a charge of $100 for each hide. Custom product orders have special terms and conditions. Please see the Custom Order section.

CHANGE ORDERS
Edelman Leather is not required to accept any requested change orders. However, as a general rule, Edelman Leather will accept reasonable change orders that satisfy the following conditions:

1. The request for change must be submitted in writing and received in time to be implemented.
2. Changes will be subject to additional charges for material, labor and administrative costs.

CANCELLATIONS
Orders may not be canceled by a customer without the written consent of Edelman Leather. Substantial cancellation/re-stocking charges are applicable. Certain products are sold on a noncancelable basis based on square footage, custom color and print.

Orders requesting special finishing are noncancelable and non-returnable.

TERMS
Payment terms are proforma/full payment before shipment unless previously approved for credit terms. All prepaid orders must include shipping and handling charges, and tax where applicable. If local taxes are not applied on prepaid orders, customers must complete a resale certificate, indicating their Tax I.D. number. Please see Edelman Leather Credit Terms and Conditions for complete information. Until Edelman Leather receives the full payment for the Product, Edelman Leather shall have a security interest in the Product.

CREDIT
Credit may be established based upon Edelman Leather’s written acceptance of satisfactory references. In any event, all custom orders require a minimum 50% deposit. Edelman Leather may cancel or change credit terms at its discretion and may request advance payment at any time.

AVAILABILITY
All products shown on our price list are subject to changes in availability and/or price at any time, without prior notice.
SHIPPING
We will ship in accordance with customer instructions. Unless the
customer specifically requests complete shipments in writing,
Edelman Leather may make partial shipments. Products that are
ready for shipment that are delayed by the Customer more than
ten (10) days are subject to a storage fee in an amount equal to
2.5% of the applicable order amount per day. All Products are
shipped F.O.B. “shipping point.”

Edelman Leather is not liable for any delay or failure to deliver or
perform due to strikes, lockouts or other labor difficulties or delay
of sources of supply, transportation difficulties, accidents, fires,
acts of God, war, terrorism or any other causes of like or unlike
nature beyond Edelman Leather’s control.

All Edelman Leather shipments are made on a dock to dock
basis, or a sidewalk delivery. Please contact your Edelman Leather
customer service representative if you require additional services,
i.e. inside delivery. The Edelman Leather transportation department
will determine from the ship to destination the recommended
method of shipment.

Edelman Leather reserves the right to select the method of
shipment in all cases.

DAMAGE CLAIMS
All Products are carefully inspected prior to shipment from
Edelman Leathers’ Operations Center. Risk of loss passes to the
Customer at the time of delivery to the carrier. Edelman Leather is
not responsible for damages to Product in shipment or in storage.
Customers should carefully inspect all items at the time of delivery
and note any obvious damage on the delivery receipt. For the
Customer’s protection, any obvious or subsequently discovered
concealed damage must be reported immediately to the carrier.
For all claims relating to Product damaged in transit or for any
other claims relating to or arising out of the transportation of the
Product, Purchaser must seek recovery from the carrier and Seller
has no liability for such claims. Seller may, upon request, assist
Purchaser with filing of such claims with the carrier, but Seller will
not be liable for any of these transportation-related claims.

Claims based on square footage of leather will not be considered if
the leather has been cut by the Customer or others. Confirmation
of color and pattern is the responsibility of the Customer and cutting
of the leather will be deemed irrevocable acceptance of the goods.

Any claims arising due to shortages or for any other reason must
be made by the Customer in writing to the Edelman Leather
Operations Center within 10 days after delivery. Failure of the
Customer to make a claim against carrier or notify Edelman
Leather during the 10-day period shall constitute acceptance of the
Products and waiver of any and all defects, errors or shortages.
Our Products are not guaranteed against wearing or color fading.
Edelman Leather is not responsible for color matching unless
present stock cutting is requested.

Edelman Leather makes no warranty, express or implied, as to
description, quality, merchantability, fitness for any particular
purpose, or any other matter, with respect to any leather or
product which Edelman Leather shall supply.

In no event will Edelman Leather be responsible for labor charges
or for any special, indirect, incidental or consequential damages.
Customer’s remedies set forth herein are exclusive and the liability
of Edelman Leather with respect to the breach of this agreement
or any contract entered into between the parties pursuant hereto
shall not exceed the prices of the product on which liability is
based.

RETURNS
No merchandise may be returned to Edelman Leather without
Edelman Leather’s prior written consent and any returns must be
in accordance with Edelman Leather’s shipping instructions.

No returns will be accepted unless authorized within thirty (30)
days of receipt of merchandise. All authorized returns must be
sent back in the same manner that the customer received the
Product. If the Product is returned in an un-sellable condition, as
determined by our Operations Center, the return will be disallowed.

Returns will be subject to shipment and handling charges,
and must be made F.O.B. Edelman Leather as the designated
destination. In addition, substantial restocking charges may be
applicable.

Returns of excess Product not utilized on installations will not be
authorized or accepted under any circumstances. Discontinued or
highly discounted Products are non-returnable.

CUSTOM ORDERS
For all custom orders, the Customer must agree to accept a
maximum overage or underage of 10% of the accepted quantity
ordered. Custom leather orders will be confirmed exclusive of
the 10% potential overage or underage. Invoices will reflect actual
square footage shipped.

Custom orders may not be canceled. There is a custom color
charge (current custom fee) that will be applied with each custom
color ordered. This charge is applied to all custom color orders and
any potential re-orders.

Pricing on all custom orders is independent of any published price
for standard Products and will be quoted by request.

A minimum deposit of 50% is required at the time the order is
placed. We reserve the right to charge a strike-off fee, if necessary.

Custom Product orders will not be processed without a signed
approval accompanied by a physical sample of the custom leather.

Please contact your Edelman Leather Representative or Customer
Service.

All strike-off lead times are based upon receipt of color direction
to our customs department. Custom minimums are based on the
standard leathers available. If there are any deviations from the
standard, other minimums apply. Please contact your Edelman
Leather Representative or our Customer Service department
regarding custom capabilities for our leathers.

NOTE
Smaller minimums may be possible with a surcharge. Please
contact your Edelman Leather representative or our Customer
Service department for more information.

Compliance with Law

Purchaser is solely responsible for compliance with all applicable
federal, state, and local laws, ordinances, regulations, rules, and
standards relating to the installation, maintenance, and use of the
products.

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