



**Layers & Layers  
Terms & Conditions  
2019**

# Preface

Thank you for your interest in becoming a Layers & Layers Showroom Inc. (“L&L”) client.

Our business model is based on the procurement of specified products by the Interior Design Professional (“IDP”). L&L represents over 30 brands/companies and we provide access to the entire product offering from each of the suppliers we represent. So, unlike a retail store, we do not curate and stock merchandise. Our model enables the IDP to curate products that are perfect for each of their specific project.

## Terminology

### **Interior Design Professional:**

A client of L&L who utilizes our brands/companies and showroom for their projects. In our consideration, IDP are interior designers, interior decorators, window covering specialists, upholsterers, architects, etc.

### **Tag Order:**

An order that we place with our supplier based on the specific product that has been specified and ordered by our IDP. These are products that are from our suppliers’ standard offering, and are represented in/on their catalogs/websites. *\*Please note not all suppliers accept returns on ‘tag order’ merchandise, please ask our Customer Care Team\**

### **Custom/Made to Order:**

An order for a product that is outside of our suppliers standard offering, or an order that is ‘customized’ to the IDP’s specification. The following list are ‘Custom/Made to Order’ products:

- Upholstered Furniture with COM Fabrics
- Any order that has custom sizes, custom finishes, or custom embroidery
- Workroom Orders
- Any order for items that are outside of the suppliers standard offering

*\*Please note all custom/made to order merchandise are non-cancellable, non-returnable, and non-refundable \**

# **Terms & Conditions of sale**

L&L reserves the right to change, modify or alter this document at anytime without prior notice.

## **Merchandise Characteristics**

Due to the hand-crafted nature of many of the unique merchandise sold by L&L, it is normal for dimensions, colour and finish to vary from item to item. Wood splits, rubbed paint and an “aged or worn” look are inherent characteristics and are considered part of the charm and desirability of the merchandise. Many of our merchandise are manufactured from old and recycled woods. These collection will inherently have signs of weathering and cracking, and is not considered a defect or a flaw. Not every piece is exactly the same. This does not affect the structural integrity of the furniture.

## **Estimates**

Estimates are provided within 24-36 hours and are based on current information. Estimates include duty and brokerage and are provided in Canadian currency. They are provided in the proposal for planning purposes and do not constitute a binding agreement. Estimates are valid for a period of 15 days or as stated on the estimate (which is subject to change without notice)

## **New Orders and Order Timing**

L&L accepts orders via phone, fax, & email. Once we receive a order, we will issue an invoice and process payment. L&L will provide an estimated delivery date when an order is placed, however, will not be held liable for late shipments as a result of strike, fire, natural disaster, government intervention, supplier relocation, custom delays or holds in the CDN custom clearance or any other causes beyond our control. Occasional furniture, case goods and lighting are typically stocked merchandise and if merchandise is on backorder, L&L will advise of this immediately upon receiving a order. Production for upholstered furniture is stated on the invoice and that time frame starts when the workroom receives all the fabrics. L&L is not responsible for late delivery due to delays on receipt of COM fabrics.

## **Terms of Payment**

L&L sells business to business only. All transactions are between the IDP and L&L (we do not accept third party payments). 100% payment is required at time of order for fabric and/or merchandise that are in stock with our suppliers.

A 50% deposit is required at time of order for custom/made to order and/or any other merchandise if lead-time is longer than 6 weeks. Final payment will be processed upon notification from our supplier that your merchandise/order is ready to ship.

## **Taxes**

IDP's are responsible for all sales tax or related taxes that apply to each order. If you've provided a PST number, PST will not be charged on your invoice.

## **Confidentiality**

As L&L will be directly working with proprietary information that is important to you as a company and its competitive position, all information will be treated with strict confidence.

## **Cancellations – 'TAG Orders'**

L&L does not have the ability to cancel orders for 'tag order' merchandise once they have been transmitted to our supplier for fulfillment. In some cases, it may be possible to cancel 'backordered' items on an order since they are not scheduled for immediate shipment.

To speak with our Customer Care team to inquire about cancelling or changing an order already placed, please contact us via telephone or e-mail. Our team can provide assistance to you Monday Through Friday, 8:30 to 4:30 pm (PT) at 604 708 5180 or email [customerservice@layersandlayers.com](mailto:customerservice@layersandlayers.com)

*\*Please note some of our 'tag order' merchandise are non returnable/refundable please ask us for more information.\**

## **Cancellations – 'Custom / Made to order'**

Custom/Made to Order merchandise are non cancellable, non returnable and non-refundable. Please refer to the 'Return/Claims' section of this document for clarification of what constitutes a 'customer/made to order'.

If you require further assistance on this matter, contact our Customer Care team via telephone or e-mail. Our team can provide assistance to you Monday Through Friday, 8:30 to 4:30 pm (PT) at 604 708 5180 or email [customerservice@layersandlayers.com](mailto:customerservice@layersandlayers.com)

## **Returned Cheques**

A \$35.00 handling fee will be charged for all returned cheques.

## **Workroom – 'customer's own material' ("COM")**

COM specifications must be provided on outset to provide quote.

COM pricing is the labour for manufacturing of products with Designers own fabric COM shipping charges and any import duties for imported or domestic goods is not included and will be added to the order balance.

COM shipped by the Designer or Agent must be in accordance with Layers & Layers (“L&L”) packing, shipping and labeling requirements.

L&L have specific COM guidelines and it is the Designer or Agent’s responsibility to provide proper materials, specifications and quantity to meet our requirements.

On all “extraordinary” requests, L&L will require COM sample for approval, and we reserve the right to reject any COM that is considered improper for any reason.

L&L accepts no responsibility for any complaint arising from appearance, durability, quality, fading, placement or performance of COM.

The Designer or Agent is responsible to advise L&L, in writing, of any specific requirements as to special alignment, placement of or detail, front or back of the COM, otherwise COM will be installed according to L&L’s own guidelines based on standard yardage/square feet requirements.

All fabric must be continuous yardage; we cannot accept multiple pieces of material that has not been authorized

All fabric must be sent on a roll, not folded

Before sending your fabric to us, please inspect it for flaws

L&L does not roll out goods for inspection prior to manufacturing, this can be arranged for a fee

Because inadequate fabric will delay your order and excess fabric cannot be returned, please measure carefully

*\*Please note the above is subject to change at any time.\**

## **Shipping & Freight**

Freight & Handling charges from each supplier to our local terminal will be reflected on your estimate or invoice. If you require local delivery to your office or your clients’ residence L&L can arrange this service on your behalf through the “best choice” method of shipping and applicable charges will be invoiced. L&L is not responsible for costs associated with lost or damaged goods or any costs related to the replacement of these goods. While we do try to inspect boxes for damage as we receive them we do not open & inspect the goods prior to them leaving

our warehouse. Many of the items will also be delivered on a flat pack. Please ask for our Delivery & Pick Up Option Information Sheet.

## **Storage**

Storage and handling charges will be assessed and applied to any and all products held in our warehouse after a period of 7 days.

## **Warranty**

Warranties are in accordance to each individual supplier's policy. Warranty information is available on each supplier's websites or please ask us for assistance in providing this information.

## **Installation**

L&L is not responsible for damages caused during or due to improper installation. If you have questions concerning the installation of the merchandise you have received please contact a local licensed professional. Never install damaged merchandise. L&L will not be responsible for damages reported after installation.

## **Returns/Claims**

L&L stands behind every product we sell with a goal of 100% satisfaction for "you" the IDP . We work with some of the best suppliers in the world. From time to time, there may be an issue with a product and we have designed our return policy to ensure any problem is efficiently resolved. Please note the steps in our return policy below.

### **Return(s) due to change of heart or wrong specification**

When a return is requested, due to IDP error, please notify L&L within 3 days from receipt of the merchandise. L&L will accept approved returns with a 25% restocking fee plus outgoing and incoming freight charges and any pickup service fees will be charged to the IDP. The IDP will be responsible for arranging return transportation to our showroom or warehouse. The returned goods must be in the original packaging material and the R.M.A.# must be on the outside of the package. It is the IDP's responsibility to properly package authorized returns to prevent damage. Authorized returns arriving damaged due to poor packing will not be credited (professional packing can be arranged on your behalf). Replacement orders are invoiced and charged as per standard payment terms. If the item is not packaged and returned within the aforementioned 30 days of original invoice, the RMA will be considered void.

Upon return of the item(s) to the supplier, all products will be inspected for any possible damages. If the item(s) is found to be in the original delivered condition, the item(s) will be

accepted for return. A credit memo will be issued on your L&L account within 10 days from when L&L has confirmation from the supplier that they have received the returned item.

*\*Please note some of our 'tag order' merchandise are non returnable/refundable please ask us for more information.\**

*\*Please note all custom/made to order merchandise are non-cancellable, non-returnable, and non-refundable\**

### **Return(s) due to defective or damaged goods**

With respect to any defective merchandise once an item has been removed from the carton (with no visible freight damage to the carton) and damage to the item is discovered by the IDP, L&L must be notified within 3 days. Photograph the damage product & original packaging and submit photographs and a description of the damage to L&L. L&L reserves the right to inspect any alleged defects before issuing a replacement part or product.

L&L reserves the right to solve any issue by replacing parts, repairing and/or a full replacement of the item at issue. If the issue cannot be resolved with either a full replacement, repair or replacement parts, we will review the situation on a case by case basis. If a refund is accommodated a credit memo will be issued on your L&L account.

If upon inspection we find the merchandise to be non-defective, we will charge a 25% restocking fee plus outgoing and incoming freight charges and any pickup service fees.

### **Processing Error**

When a return is requested due to processing error, please notify L&L within 3 days from receipt of the merchandise. We will review the situation, and if a credit is accommodated, we will issue the credit for the original invoice for the returned merchandise and freight once the merchandise is returned. Replacement orders are charged as per standard payment terms.

Our liability for any claim is always limited to the value of the invoice, regardless of the nature of the claim.

## **Fabric and Wall-coverings Returns / Claims**

No claims will be considered after 30 days from invoice date

No returns accepted on upholstery fabric or trim if under 6 yards

No returns accepted on drapery fabric if under 10 yards

We do not guarantee dye-lots and cannot issue credit for dye-lot variation unless a sample to match was submitted with your order.

Customer Error – full credit less 25% restocking charge and the cost of freight to the original supplier both ways.

### **Restocking Fees**

We recommend all fabric be inspected and checked for flaws, correctness of pattern, colour and differences before any fabric/wallpaper is cut. Fabric/wallpaper cannot be returned for credit if it has been cut or processed by the IDP or the IDP's workroom. A 25% restocking fee will be applied to uncut fabric/wallpaper only.

L&L will issue an R.M.A.# for any defective merchandise, please notify L&L within 3 days from receipt of the merchandise. A credit will be issued on the original invoice for the returned merchandise and freight once the item is returned. Replacement orders are charged as per standard payment terms. If upon inspection we find the merchandise to be non-defective, we will charge the restocking fee plus outgoing & incoming shipping and handling charges to the original supplier will be charged to your account.

### **Warranty and Claims – Wall-coverings**

Wallpaper can be returned only in full length bolts, double roll or triple roll depending on packaging. Claims will not be accepted after cutting and hanging. Defective merchandise can be replaced prior to cutting and hanging. L&L will not be responsible for any labour costs. Colour changes (hot spots) or discolouration due to un-neutralized plaster, additional paste, improper wall preparations or papering over old wall-coverings are not covered in this warranty.

The highest quality workmanship is employed in the wall-covering production, but the final inspection and approval are the responsibility of the IDP.

We are not responsible for labor costs incurred in hanging incorrect or imperfect material. Claims against wall-covering will not be accepted after cutting or hanging.

Colour changes (hot spots) or discolourations due to un-neutralized plaster, additional paste, improper wall preparations or papering over old wall-coverings are not covered in the warranty.

Paints and other matching or coordinating materials should be matched to actual wallpaper and/or fabric, not to memo sample or sample book. When ordering, be sure to order sufficient quantity as it is not always possible to guarantee the same colour run if additional material is needed. We recommend ordering an extra roll.

**Layers and Layers Showroom Inc. caters exclusively to design professionals. Our standard for excellence is reflected in the fine furniture, fabrics and accessories we have chosen to represent.**