

POLICIES & ORDER INFORMATION

SALES ORDER ACCEPTANCE, PAYMENT AND DEPOSITS

Sales orders are considered firm and accepted by Sutherland only upon receipt of 50% deposit and issuance of a written and dated order confirmation by Sutherland. Full balance on orders must be paid prior to shipping. All prices are in U.S. dollars. Duties and taxes are the responsibility of the receiving party on all international shipments, unless otherwise arranged by Sutherland.

We hereby expressly reject terms and conditions of any purchase order submitted and will sell Sutherland products only according to the policies and procedures listed and described herein.

Our prices are subject to change at any time. Review the order confirmation carefully and notify us of any changes within 5 days. After that time, the order will be final and binding. Subsequent changes must be requested in writing and are subject to Sutherland's approval.

SHIPPING

All orders are shipped prepaid unless otherwise specified. We reserve the right to add a 10% handling charge to prepaid shipping costs. Our standard ground shipping method for outdoor pieces is blanket-wrapping except for those selected items identified by a R next to the carton charge for each item in the price guide.

Sutherland shipping is fully insured. Standard ground shipping includes unpacking, set-up, and removal of all packing materials.

When accepting deliveries, consignee must inspect furniture carefully. Any damage must be noted on the transportation company's freight bill or exception report at the time of delivery. Freight claims must be filed by the consignee directly with Sutherland. To file concealed damage claims on cartoned and crated items, you must save cartons or crates for inspection and photograph damage. We accept no liability for third party freight claims. If you make your own shipping arrangements, you will be responsible for the loading/wrapping of trucks or containers unless otherwise negotiated.

CANCELLATION, RETURNS & STORAGE

Cancellations or returns on standard items must be authorized by Sutherland and may be subject to forfeiture of deposit. Claims under \$100 will be handled with a merchandise credit on account only and will be applied to future orders. Refunds will not be issued for sales tax that was paid because a valid resale certificate was not on file at the time of final payment. Authorized returns are subject to restocking fees. Unauthorized returns will be refused and returned at the sender's expense.

Payment must be received and delivery arranged within 10 days of completion notification. If delivery is not made within 10 days of notification, reasonable storage fees will be assessed. Storage fees begin on the 10th business day from completion.

COM/COL CUSHIONS & UPHOLSTERY

COM (Customer's Own Material) fabric is based on 54" plain fabric that requires no matching. For any repeats, please confirm your totals with us prior to ordering. COM swatch(es), COM instructions and/or sketches (such as pattern match, direction match or multiple COM placement) must be submitted with your order. Custom details may incur an additional charge. Sutherland is not responsible for tone/shade variance, flaws or tailoring qualities of COM or improperly marked COM. Sutherland is NOT responsible for over-or under-quoted COM or COL (Customer's Own Leather).

Umbrella COM is calculated based on 60" wide plain fabric.

Add 15% to price of all items manufactured with COL. If an item is not priced separately, please call for pricing.

Cushion and upholstery production lead time begins after COM and Upholstery Work Order have been received at Sutherland. Please include a completed Upholstery Work Order form with your Purchase Order to prevent delays in production.

Custom purchase orders must include actual furniture dimensions and fabric application instructions. (Dimensions need to be given for the specific piece of furniture as opposed to using our stated standard dimensions.)

For outdoor use, cushions are constructed of Dacron and a firm, medium, soft, or super-soft density hypoallergenic reticulated poly foam core, depending on the collection. We use non-corrosive zippers and fasteners. Velcro straps are standard on most attachable cushions.

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CUSHION STANDARDS

Standards for cushions and upholstery are saddle-stitch (Poolside, Lakeshore, Mariner 316 and Beachside Collections), knife-edge (Mariner 316 Chaise and Cat's Cradle Collections), welt cord* (Great Lakes Collection). Perennials' Tiny Cord** (Peninsula Chaise and Camano Collection), nail head trim (Louis Soleil Collections) and top-stitch for all other collections. Standard pillow detail will vary by collection. Please see the item tearsheet for details on pillows. Unless otherwise noted, Sutherland standard options will be applied to all cushions and upholstery orders. Sutherland standard cushions are non-reversible. Many custom details are available on all cushions and upholstery. Call for pricing.

*Welt yardage requirements are in addition to COM requirements, as listed in the Price Guide.

**Perennials' Tiny Cord is the recommended trim detail, and must be purchased separately from Perennials Fabrics.

We recommend Perennials Fabrics. Woven from 100% solution-dyed acrylic yarn, these soil, mildew and UV-resistant fabrics and trims are perfect for any outdoor or high-traffic installation. Perennials Fabrics are available to interior designers/architects through showrooms worldwide. Visit perennialsfabrics.com or call +1 888.322.4773 for complete information.

COM/COL SHIPPING INFORMATION

Ship all COM / COL to 168 Regal Row, Dallas, Texas, 75247. Please sidemark the fabric with the showroom/designer name, furniture style number, and Sutherland sales order number. International fabric shipment to be sent duties paid (DDP).

DESIGNS & DIMENSIONS

Measurements are approximate and will vary slightly due to hand craftsmanship.

We reserve the right to modify the design or dimensions of all items in our line. Seat heights include cushions. Most frames come standard with glides. Additional or replacement glides are available upon request.

FURNITURE COVERS

Custom fit furniture covers are available for all Sutherland outdoor collections excluding Domani. Covers are durable outdoor fabric with a water repellent coating. The standard color is Gray with a variety of other colors available by custom order. Covers feature heavy-duty zippers for a tailored, snug fit. Contact **Sutherland Sales Support at +1 800.717.8325** for material samples and more information.

CUSTOM FURNITURE & ACCESSORIES

We specialize in producing custom versions of our standard items. Please submit a sketch or drawing indicating original Sutherland frame name/number, new dimensions wanted, and any other relevant specifications to receive a custom quote and lead time estimate. Pricing and lead-time will reflect the complexity of the custom design. Custom sales orders are considered firm and accepted by Sutherland only upon receipt of 50% deposit and issuance of an order confirmation by Sutherland. Full balance on orders must be paid prior to shipping. We are unable to accept cancellation of custom orders.

We strive to respond to quote requests in 1-2 days but communication with our factories often takes additional time. Complex or difficult custom quotes can take 1-2 weeks to finalize and remit. Depending on the complexity of the item, a technical drawing may be required. Please call for pricing on technical drawings. Custom lead times are usually 28-30 weeks to allow for overseas production and shipping to Sutherland. We will notify you if a stock item can be modified in-house and will be available sooner.

FINISHES

Our teak furniture may be enjoyed indoors or outdoors in its natural state or in a variety of finishes. Due to color variations in natural materials, the sample finishes we provide may vary slightly from production finishes. Sutherland offers no express or implied warranties on finishes.

High-Gloss Yacht finish and sealers are available for outdoor use. Clear Sealer maintains the original teak color for a period of time specified by the sealer manufacturer but requires periodic sanding and reapplication depending upon sun, rain, temperature and humidity. The sun's UV rays often cause deterioration of outdoor finishes in six months or less without proper care.

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CUSTOM FINISHES

Custom finishes are available upon request and require a 1-2 week lead time for matching. Finish samples must be sent with requests for custom quotations. Additional charges may be necessary for custom materials not typically used by Sutherland.

HOSPITALITY & CONTRACT ORDERS

Special pricing may apply to large quantities with sufficient lead times. Furniture to be used in a contract setting may be ordered direct from the factory and not be taken from stock. Hospitality/Contract sales orders are considered firm and accepted by Sutherland only upon receipt of 50% deposit and issuance of an order confirmation by Sutherland. Full balance on orders must be paid prior to shipping.

PATENTS & COPYRIGHTS

Furniture designs are property of Sutherland and all rights are reserved. Designs in this brochure and all other publications are covered by U.S. copyrights, U.S. patents pending, and/or other intellectual property protection. They may also be covered by one or more of the following patents: D433,835 S, D431,380 S, D443,150 S, D431,119 S, D426,716 S, D459,904 S, D454,439 S, D455,277 S, D487,988 S, D490,995 S, D473,388 S, D473,060 S, D433,576 S, D474,347 S, D489,912 S, D501,732 S, D545,075 S, D545,584 S, D547,961 S, D549,978 S, D572,046 S, D597,323 S, D703,960 S and D707,458 S. Legal action will be pursued against any unauthorized copies or replications of Sutherland designs.

WARRANTY

For residential use, Sutherland furniture frames are backed by a three year, non-transferable warranty to be free from defects in material and workmanship from the original date of delivery. For hospitality and contract use, Sutherland furniture frames are warranted against defects in material and workmanship for three years from the original date of delivery. Sutherland cushions are backed by a non-transferable warranty to be free from defects in material and workmanship at the time of delivery. Warranty extends to repair or replacement at our discretion. Claims must be sent with photography showing the defect.

Crazing or cracking of teak are natural, to-be-expected occurrences and are in most cases non-structural and not defective. Teak with an applied finish must be maintained. Once a consignee accepts furniture, Sutherland accepts no responsibility for maintenance or for the effects of the environment on the products. Sutherland accepts no responsibility for teak staining. Teak is a naturally oily wood that has the potential to stain cushions and surrounding areas over time.

Sutherland offers no express or implied warranties on finishes. The warranty for powder coated components is three years for residential use and three years for hospitality and contract use. The warranty on powder coat covers peeling, blistering or cracking. The warranty does not apply if the furniture is dropped, dragged, chipped or handled in an improper manner.

Sutherland offers no express or implied warranties of any kind on natural stone. Specifically not covered under this warranty is damage to stone after delivery, alteration by others, during storage or transit by others, during installation by others, resulting from repairs performed by others, resulting from abuse or misuse or exposure to certain outdoor conditions, or resulting from improper maintenance. Seams on outdoor installations are not covered. Natural stones are subject to variations in the appearance, including background color, veining distribution and pattern, fossil appearance and location, etc. The color, shade, veining, color concentrations (blotches) and any other variances in the appearance of natural stone will exist and will vary between a sample provided, the actual stone used, between two stones and within the same stone. Such naturally occurring variations are to be expected in stone and are not considered defects.