



## TERMS & CONDITIONS

Establishment of an account with The RW Collective constitutes agreement and acknowledgement of the terms and conditions contained herein. This agreement also prohibits any customer from printing or copying any photography, sales materials, or product designs in any form without expressed written consent by The RW Collective. With acknowledgement of these conditions, customers are agreeing to purchase products for resale only.

For any questions or inquiries, please contact customer service by email at [customerservice@therwcollective.com](mailto:customerservice@therwcollective.com).

## PRICING

Pricing may be changed without prior notification. For confirmed pending orders that are credit approved, price changes will take effect with the following order. In the event an incorrect price is listed, The RW Collective reserves the right to cancel, amend, or refuse any orders containing the incorrect price. Prices are F.O.B Rockford, Alabama.

Wholesale pricing is determined by qualification of the customer as a Designer, Trade or Volume customer. Pricing applies to all independent designers and retailers with storefronts that have a valid business license and resale certification or Sales Tax Exemption status as required by state regulations.

Container pricing is the lowest offered price point, however, customers must qualify for container pricing and certain minimums must be met. Ocean freight is not included in the container price, and will be billed to the customer upon receiving the freight bill from the carrier. In most cases, the freight will be due PRIOR to receiving the container. Demurrage and storage fees due to non-payment will be the responsibility of the customer. A tariff of 25% will apply to all containers ordered from China, as long as the tariffs are still active and apply.

## MINIMUM ORDERS

Minimum opening order amount is \$5000 to achieve the Trade Pricing level and \$25,000 for Volume Pricing. There are no minimums for Designer pricing and no minimum amount for re-orders. Minimum quantities for container orders are determined by the item and will vary by factory and style.

## ORDERS & CANCELLATIONS

Orders may be placed online or via sales representatives. Acknowledgement and confirmation will be sent to the customer as well as reviewing shipping options and fees. Methods of payment include ACH, check, wire transfer, Net30 terms, or credit card. Through the Credit Card Authorization form, you are authorizing The RW Collective to charge the credit card for the entirety of the order total at the time an order or backorder ships.

Out of stock items will be put on backorder status. Customers can only cancel backorders through written communication with The RW Collective. Any backordered item that becomes available will be shipped with written notification to the customer. It is the customer's responsibility to manage their account and review items on backorder status via the customer portal on the company's website. Estimated Times of Arrival are visible in real time on the company's website and subject to change without notice as factory updates arrive. Any backorders that are canceled after processing will result in a 10% restocking fee that is due before any future shipments will be processed. Any order that has left the facility and requested to cancel for return to stock will result in a 20% restocking fee that is due before any future shipments will be processed.

Canceled special orders, custom orders or container orders will result in a 20% restocking fee of the full product value to be paid in full before orders will be released for shipping. All deposits paid are non-refundable.

## PAYMENTS

The RW Collective accepts payments via ACH, credit card, check, wire transfer, or Net 30 terms through Rosenthal Capital Group. Initial orders must be prepaid through credit card or ACH. Credit cards will be pre-authorized when an order is processed and charged at the time of shipment. A credit card authorization form allows customers to authorize any and all charges. There is a thirty dollar (\$30) fee for returned checks.

Payment methods must be registered under the wholesale customer account of The RW Collective. Payment methods associated with end clients, friends, family, or other external parties will not be accepted, as these orders are restricted to tax-exempt resellers only.

### **Credit Card Convenience Fee Policy**

To continue offering the option of credit card payments while managing rising merchant processing costs, our company will be implementing a 3% convenience fee on all transactions paid by credit card.

This fee reflects the actual cost incurred for processing credit card payments and ensures we can continue to provide efficient and flexible payment options to our customers.

Policy Details:

- A 3% convenience fee will be added to the total invoice amount for all credit card payments.
- This fee will appear as a separate line item on your invoice or receipt.
- The convenience fee is non-refundable and applies to all major credit card types.
- No additional fees will be charged for payments made by check, ACH, wire transfer, or other non-credit card methods.

**Net 30 Financing:**

Upon submission of a credit application and approval from an outside credit-reporting agency. Net 30 terms may be granted after opening orders. Please allow up to six (6) weeks from submission date for approval. Past due accounts are subject to interest charges of 1.5% per month and revocation of Net 30 terms. This fee is not applicable to accounts under Rosenthal Capital Group. Delinquent in house or 3rd party accounts may be submitted for collection and will incur any associated legal fees and an additional 20% collection fee.

Available credits will be applied to the invoice total before submission to be factored with Rosenthal. Any credits accrued after the invoice has been submitted will be applied to future invoices.

**Container Deposits:**

To secure production space and ensure timely fulfillment of large-volume purchases, a 30-50% deposit is required on all full container load (FCL) orders. This deposit reflects the commitment needed by both the customer and our partner factories to process and ship container orders efficiently.

Policy Details:

- A 30-50% non-refundable deposit is required at the time of order placement for all full container load (FCL) orders.
- The exact deposit amount will vary by factory and will be communicated at the time of order confirmation.
- This deposit will be applied to the customer's account and deducted from the total invoice balance.
- In the event of a cancellation, the deposit is non-refundable, but may be applied to the customer's account minus a 20% restocking fee.
- Final payment is due prior to container release, unless alternate terms have been approved in writing.
- Canceled container orders will result in a 20% cancellation fee of the total order value.

We appreciate your understanding of the logistics and planning required for container orders. Our team is available to guide you through each step of the process and ensure transparency regarding timelines, production schedules, and terms.

**Special Order Deposits:**

To ensure commitment and cover the costs associated with custom and non-stock merchandise, a 50% non-refundable deposit is required on all special orders at the time the order is placed. The deposit will be applied toward the total balance due on the order. Special orders include, but are not limited to: custom configurations, non-stocked items, made-to-order products, and any merchandise not part of our regular inventory.

All special order deposits are non-refundable, regardless of cancellation or changes made after the order has been placed. Special orders must be paid via credit card or ACH and will not be authorized for Net30 terms. The remaining balance must be paid in full prior to shipment or pick-up. Cancellation of special orders will result in a 20% restocking fee in addition to the non-refundable deposit. Cancellations must be provided in writing to [customerservice@therwcollective.com](mailto:customerservice@therwcollective.com).

Please review your special order carefully before placing it. If you have any questions or need assistance with product specifications or lead times, our sales team is here to help.

## SHIPPING & FREIGHT

The RW Collective will ship to the continental United States. Special delivery instructions must be provided at the time of ordering; examples include: delivery appointment needed, lift gate required, or residential delivery address. The minimum freight charge varies from \$125-\$205, depending on the carrier. Based on the fixed shipping rate to the customer's territory, the minimum shipped product value ranges from \$833 to \$1366. Any order shipping under this value may require a freight quote, and higher freight amounts may apply. Freight rates can be found on our website and are subject to change without notice or publication.

The RW Collective will deliver via third party freight carriers. All shipments must be inspected for visible carton damage upon receipt. The RW Collective is not liable for damages incurred during shipping. If any items are damaged during shipping, it is the buyer's responsibility to note this on the Bill of Lading. If visible damage is present, you reserve the right to refuse or keep the item(s). All damages, visible or concealed, must be reported in writing within 72 hours of receiving for the claim to be reviewed. A Claims form must be filled out completely and sent to [customerservice@therwcollective.com](mailto:customerservice@therwcollective.com) with photos and descriptions of the item and the damage. Claims reported after this the 72 hour deadline will be automatically denied.

**Dedicated Truck / Customer Pick-Up (DT/CPU) Fee Policy**

To ensure the timely and efficient scheduling of shipments, and to offset the increased operational coordination required for customer-arranged transportation, a 3% DT/CPU fee will be applied to all orders where the customer chooses not to use our contracted freight carriers.

This policy is intended to help mitigate delays and disruptions in our Rockford Distribution Warehouse and logistics operations, and to maintain service standards across all distribution channels.

#### Policy Details:

- A 3% DT/CPU fee will be added to the total invoice value for any orders designated for:
  - Customer Pick-Up (CPU) at the Rockford location
  - Dedicated Truck pick-up from Rockford location that is arranged by the customer
- This fee will appear as a separate line item on your invoice.
- Orders shipped via our contracted freight carriers will not incur this fee.
- The DT/CPU fee is non-refundable, even in the case of schedule changes, delays, or cancellations.
- Customers must provide a minimum of 48 hours notice and coordinate pick-ups within designated warehouse operating hours.

We recommend using our trusted freight partners to ensure smooth and cost-effective delivery service. Please contact our logistics team if you have any questions or need assistance arranging your shipment.

#### **Dock Appointment Cancellation Policy**

To ensure efficient warehouse operations and minimize disruptions in our shipping and receiving schedule for our Rockford Facility, a \$50 Dock Cancellation Fee will be charged for missed or canceled dock appointments without proper notice.

A \$50 fee will be applied when:

- A scheduled dock appointment is missed (no-show).
- A dock appointment is canceled with less than 48 hours notice.
- This fee will appear as a separate line item on your invoice.
- Repeated violations may result in delayed scheduling or restrictions on future dock appointments.
- Appointments can be rescheduled or canceled with no penalty if done at least 48 hours in advance.

## RETURNS & DAMAGES

Any claim for damaged, defective, or missing items must be reported to The RW Collective within 72 hours of receipt. Claims must be submitted in writing to [customerservice@therwcollective.com](mailto:customerservice@therwcollective.com). Claims forms must also include item numbers, order numbers, and photographs of the original carton, product label, and merchandise damage. Any claim submitted without the required photographs and information will not be accepted. If a Bill of Lading was signed without any noted exceptions, claims on missing merchandise will not be honored.

For defective products, The RW Collective will either supply repair parts, replace, credit, or provide an allowance for local repair for a period of one (1) year from the customer receipt date. Any discontinued products or items listed as "as is" are not covered by any warranty. Any items used in commercial settings are not covered by any warranty.

Returns for reasons other than freight damage or manufacturer's defects must be pre-approved by The RW Collective through a Return Merchandise Approval (RMA), which can be obtained through your sales representative or online. Returns will only be authorized if the items are intact in their original packaging. Authorized returns are subject to a 20% restocking fee and any incurred return freight charges. Any merchandised returns without authorization will not be accepted. Items with evidence of abuse or commercial use will not be accepted.

The RMA will contain instructions for returning merchandise. These instructions will include information regarding a specific carrier that must be used for the return. Merchandise must be sufficiently repackaged so as not to incur any damage in transit. If damage occurs in transit, credit will not be given.

**Customer Pick Up:** All items must be inspected by the customer at the time of loading a customer pickup and any items deemed defective or damaged should be refused. If the Bill of Lading is signed, indicating there is no visible damage, any reports of damaged/defective product after receipt will not be honored.

The RW Collective will deliver via third party freight carriers. All shipments must be inspected for visible carton damage upon receipt. The RW Collective is not liable for damages incurred during shipping. If any items are damaged during shipping, it is the buyer's responsibility to note this on the Bill of Lading. If visible damage is present, you reserve the right to refuse or keep the item(s). All damages, visible or concealed, must be reported in writing within 72 hours of receiving for the claim to be reviewed. A Claims form must be filled out completely and sent to [customerservice@therwcollective.com](mailto:customerservice@therwcollective.com) with photos of the item and the damage. Claims reported after this the 72 hour deadline will be automatically denied.

## CREDIT MEMOS

Credits for reasons such as returns or claims resolutions will be posted to the account and retained for (1) calendar year from the date of creation. A copy of the credit memo will be provided to the customer and kept on file until automatically applied to the next available invoice. Customers will be contacted when their credit is nearing expiration. After (1) year of inactivity, the credit memo will be voided and no longer applicable. Unused credits are not able to be cashed out as a refund.

## WARRANTY

All The RW Collective items are under a limited one (1) year warranty from date of sale. This warranty covers manufacturer defects and damages.

Frames and springs are warranted against manufacturing defects for the lifetime of the product. The RW Collective warrants the purchaser protection against abnormal loss of resiliency of the cushions for three (3) years. Any manufacturing defects of the metal parts of reclining, swivel, or sleeper mechanisms are covered by warranty for three (3) years. Sleeper mattresses, excluding the cover and softening of foam, are also protected against manufacturer defects for three (3) years.

Abnormal wear and abnormal loss of resiliency should not be confused with softening and flattening of foam and fibers, which are considered to be normal wear and are thus not defects. Compressing of polyester or other cushion fill material with regular use is not considered loss of resiliency. Due to the down and feather composition of many of our upholstered pieces, cushions and pillows will need to be “fluffed” from time to time.

Upholstery warranties do not cover standard wear, fabric shrinkage, stretching, or wrinkling. Any treatments, as well as improper cleaning, will void factory warranties. Reupholstering or re-covering the frame also voids all warranties, as some or all inner or hidden components may be altered. This warranty does not cover fading, as upholstery should never be placed in direct sunlight, and is not valid where there is evidence of soiling, misuse, abuse, negligence, accidents, or commercial use. Evidence of animal use will void any and all warranty by The RW Collective.

Leather is a natural material and every hide is uniquely enhanced by nature, especially in uncorrected leathers. Wrinkles, scratches, insect bites, barbed wire marks, healed scars, and other natural markings should not be considered flaws. Color variations occur normally within a hide, as well as from hide to hide, as no two hides are alike.

The RW Collective warrants casegood, occasional, and accent products free from manufacturer defects in materials and workmanship on all wood products for a period of one (1) year from the date of purchase.

Warranties on all products do not apply to damages arising from such neglect as accidental, intentional, institutional, commercial use; wear to hardware or casters, exposure to extremes in temperature, humidity, and misuse of product. Warranties do not apply to natural variations in color, grain, or texture of products made from reclaimed wood or other reclaimed materials.

## APPEARANCE & CARE

Because our products are made with wood, natural fibers, and other natural materials, variation from piece to piece will occur. We strive to accurately portray, depict, and describe our items, but differences in grain pattern, color, or sizes will occur between pieces. Measurements and photos are approximations only.

Any natural hide products cannot be matched for an order. Texture, tone, and color will vary. Products described as “gray” can range from charcoal to white, and products described as “tan” or “beige” can range from dark brown to cream, and differences in patterns, spotting, or other marks will occur. Hair length may range from long to short.

Materials, particularly wood and leather, can change over time. Please provide proper care for your merchandise.

## STORAGE FEE POLICY

### **Storage Fee Terms:**

1. Grace Period:

In the event that products are available to ship, but the customer isn't prepared to receive the delivery, The RW Collective will offer a [14-business-day] grace period from the date the products are acknowledged and confirmed with customer service, during which no storage fees will be assessed. Please note, this fee does not apply to shipments containing sectionals or multi-carton SKUs. If all component pieces are not in stock, the order may be held without penalty pending the arrival of the other pieces to ship complete.

2. Storage Fee Rate:

After the grace period, a 2% weekly storage fee will be charged based on the total value of the product(s) being stored.

Fee is assessed per week, or any portion of a week (not prorated).

The "total value" is defined as the invoice value of available products only.

3. Invoicing & Payment:

Storage fees will be invoiced weekly and collected via the card on file.

Payment is due upon receipt and must be paid in full before product release or continued service. Inability to collect payment within 48 hours could result in a cancellation and 10% restocking fee applied to the account which must also be paid in full before any future shipments can be processed.

4. Maximum Storage Duration: The RW Collective reserves the right to set a maximum storage limit (e.g., 90 days). After this period, products may be considered abandoned and subject to non-refundable restocking or additional handling fees, unless otherwise approved by management and agreed in writing.

5. Customer Communication: Customers will be notified by Customer Service 48 hours prior to their grace period approaching its end and before storage fees begin accruing.

**Exceptions & Special Arrangements:**

Any requests for storage extensions or waivers must be made in writing and approved by management. Special storage rates may be negotiated for long-term warehousing arrangements under a separate contract.

**Acknowledgement:**

By utilizing our distribution and storage services, customers agree to the terms set forth in this Storage Fee Policy.

**Confirmation of Order**

By confirming an order with The RW Collective, you agree that you have read the terms and conditions regarding deposits, cancellations, warranties, damage claims and other policies. All terms are also listed on our website for review.

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Customer Name

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Company Name:

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Customer Signature

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Date