
Shades by Matiss, Inc. Terms and Conditions of Sale

Effective Date: [8/16/24]

Address:

Shades by Matiss
1148 US 22, Mountainside, NJ 07092
Phone: 201-710-5016

Contract Terms

These Terms and Conditions of Sale (the "Terms") constitute a binding agreement between Shades by Matiss, Inc. ("Seller") and the entity purchasing goods ("Buyer"). By placing an order with Seller, Buyer agrees to be bound by these Terms. Any additional or different terms proposed by Buyer, whether in a purchase order or otherwise, are expressly rejected unless accepted in writing by Seller. No waiver or modification of these Terms shall be effective unless made in writing and signed by an authorized representative of Seller.

1. Payment Terms and Finance Charges

If Seller extends credit to Buyer, all invoices are due and payable on the date specified on the invoice. Payment terms are Net 30 days unless otherwise agreed in writing. A finance charge of 1.5% per month (18% per annum) will be applied to all overdue balances. This finance charge will be compounded monthly. Additionally, Buyer shall pay all costs of collection, including but not limited to lien fees, legal expenses, and attorney's fees amounting to 25% of the total indebtedness, which Buyer acknowledges as reasonable.

Payments will be applied in the following order: (1) unpaid return check charges, (2) finance charges, (3) costs of collection (including attorney's fees), and (4) invoice amounts in chronological order beginning with the oldest invoice, notwithstanding any notation on or accompanying any payment.

In the event of non-payment, Seller reserves the right to take any or all of the following actions:

- Suspend further deliveries until all overdue amounts are paid in full.
- Revoke any credit terms and demand payment before any additional shipments.

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- Pursue any and all legal remedies available, including repossession of delivered goods and recovery of outstanding balances through litigation.

Buyer shall also pay all applicable sales and use taxes unless a valid resale certificate or exemption is provided at the time of sale. Buyer is responsible for all freight charges and shall provide proper access for delivery of goods. Buyer shall be liable for wrongfully rejected goods.

2. Returns

Goods may not be returned without prior written authorization from Seller. Authorized returns are subject to a 20% restocking fee for non-defective goods. No returns or exchanges will be accepted on special or custom orders. Buyer is responsible for all return shipping charges. Returns will not be accepted after 30 days from the date of the invoice.

3. Inspection and Acceptance

Buyer is responsible for inspecting all goods upon receipt. Any claims for shortages, defects, or nonconformities must be made in writing within fifteen (15) business days of receipt. Failure to notify Seller within this time frame constitutes acceptance of the goods and a waiver of any claims.

Buyer shall not alter, adjust, or modify the goods in any way before inspection and acceptance. Any such alterations or adjustments will constitute acceptance of the goods as-is and waive any claims for defects, shortages, or nonconformities.

Shipping Damage: If the Buyer receives a damaged shipping carton, Buyer must take photographs of the damaged carton and report the damage to Seller immediately. This report must include the photographs and a detailed description of the damage. Failure to report shipping damage immediately will place the claim outside the bounds of these Terms and Conditions, and Seller will not be liable for any related damages.

For any defects that are apparent upon inspection, Buyer must refrain from installing or modifying the goods. Installation or modification of the goods constitutes acceptance and waives any claims for defects discoverable prior to installation.

4. Seller's Limited Warranty & Disclaimer

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All goods manufactured and sold by Seller are warranted for a period of 90 days from the date of receipt to be free of defects that render the product unfit for the normal use for which it is intended. This general warranty applies unless otherwise specified in the separate Warranty Document provided with your purchase, which outlines specific warranty periods and conditions for various product categories.

Seller's sole obligation and Buyer's exclusive remedy under this Limited Warranty is, at Seller's option, to repair, replace, refund, or credit the purchase price of the defective product.

This warranty does not cover:

- Consequential damages arising from the use or performance of the goods.
- Labor and material costs associated with the installation or re-installation of any defective goods, commonly known as "trip charges."
- Any indirect damages, including but not limited to, loss of revenue or profit.

The warranty is void in cases of unusual or unanticipated job site conditions, negligence, misuse, abnormal usage, improper maintenance, alteration, unauthorized repair, faulty installation, or any other act beyond Seller's control after delivery.

5. Limitation of Liability

Seller shall not be liable for any indirect, incidental, consequential, or punitive damages arising out of or relating to the goods sold, even if Seller has been advised of the possibility of such damages. The maximum liability of Seller for any claim shall not exceed the purchase price of the goods involved in the claim.

6. Governing Law and Jurisdiction

This Agreement and all sales transactions between the parties shall be governed by the laws of the State of New Jersey. Any disputes arising under this Agreement shall be brought exclusively in the Superior Court of New Jersey, located in Union County. Buyer irrevocably submits to the personal jurisdiction of this court.

7. Delay in Delivery

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Seller is not liable for any damages arising from delays in delivery. Any delivery dates provided are estimates only, and Seller will use commercially reasonable efforts to deliver goods within the estimated time frame. However, Seller is not responsible for delays caused by unforeseen circumstances.

8. Indemnification

Buyer agrees to indemnify, hold harmless, and defend Seller from any liability, loss, damage, or expense resulting from any claim, demand, or judgment relating to any alleged defect in the goods that is not covered by Seller's Limited Warranty.

9. Entire Agreement

This document constitutes the entire agreement between Buyer and Seller regarding the goods purchased. All prior proposals, negotiations, and communications are superseded by this agreement. Any changes to these terms must be made in writing and signed by both Buyer and Seller.

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