

## Terms & Conditions

### Ordering Qualifications:

Peacock Park Design (PPD) is wholesale company and sells to the trade only. By submitting your order you are certifying that you are ordering for a legitimate business and are recognized at the federal and state level to make tax-exempt purchases for the purpose of resale.

### Minimum Order:

Minimum opening show order is \$500.00. Minimum reorder amount is \$100.

### Payments:

All orders are shipped under prepaid conditions or agreed upon terms. We accept Mastercard, Visa, American Express, Discover, Check by Phone or Wire Transfer. Credit cards are charged at the time of shipment. By providing your credit card number you authorize PPD to charge the credit card at the time an order or backorder ships. Net 30 terms are available and subject to approval by Lyon Corporation.

### Pricing, Measurements and Availability:

PPD ships items that conform to samples shown in our showrooms and our website. All measurements are approximate. Pricing is subject to change without notice. Availability of all of our products is not guaranteed.

### Shipping:

All orders are shipped F.O.B. Fenton, MI 48430. PPD will ship your order via common carrier or ground carton carrier. PPD charges a Flat Rate Shipping fee based on the customer location and order amount. PPD determines the method of shipping based on factors such as order value, weight and volume. If the order includes oversize items which ship "by Truck" the order will not be released until the total shipment value exceeds \$550.00 or the customer authorizes shipment. Unauthorized refusals of shipments will result in payment of all shipping charges and a 20% restocking fee. Any additional charges applied by the delivering carrier for any accessorial charges, ie: residential deliveries, inside delivery or liftgate will be the responsibility of the consignee. PPD maintains the right to send secondary invoices for charges determined by the carrier at the time of delivery. Make certain the address you supply to PPD is accurate! FedEx and UPS charge additional fees per package for any and all address corrections. We require that all ship to addresses be zoned commercial. If your shipping address is zoned residential delivery will be via FedEx Smart Post. Freight deliveries to Residential addresses will incur additional charges.

### International Customers:

All customers ordering outside the continental United State will receive a shipping quote from PPD after the order is placed. PPD will request approval of ship cost before shipping. If you do not respond your order will not ship.

### Back Orders:

All backorders above \$50.00 will ship unless canceled by the customer. If you do not want your backorder you must cancel it in writing via fax or email before it ships. You will receive confirmation from PPD that your order has been closed. If you do not receive confirmation via fax or email please call and verify we received your request. Backorders ship without notice. PPD ships "as ready" meaning that any item not ready at the time of shipment may be backordered. We will make an effort to ship your order as complete as possible. Marking an entire order "ship complete" is not an effective way to order from a wholesale company and may delay your order indefinitely.

### Damages and Claims:

PPD is not responsible for item damaged in transit. Damages, shortages and defects must be reported in writing within 7 days of the receipt of the goods. If there is any damage to the outer packaging of the shipment it is important to describe in writing the damage on the delivery receipt or electronic clipboard of the carrier. If the shipment is signed for in good condition but concealed damage has occurred, you must contact PPD within 36 hours to report the damage and request an inspection of the damaged goods. Please keep all original packing of the damaged items.

### Freight Shipments:

You must inspect all freight shipments and note any damages on the delivery receipt before signing. Freight damage claims will not be honored by the carrier unless documented on the delivery receipt.

### Product Variation:

Because most Peacock Park merchandise is hand crafted there will be some variation in color, texture, and finish. These are not considered flaws or defects but rather character.

Questions: Please contact us at 866-504-4004 from 9-5pm M-F EST. By fax at 810-519-5741 or by email at [sales@peacockparkdesign.com](mailto:sales@peacockparkdesign.com)