



TERMS & CONDITIONS

CONDITIONS OF SALE

ORDERS ARE SUBJECT TO ACCEPTANCE BY HUTTON COLLECTIONS.

ORDERS ARE CONSIDERED ACCEPTED ONLY AFTER HUTTON COLLECTIONS ISSUES A WRITTEN AND DATED ORDER CONFIRMATION.

ACCEPTANCE OF AN ORDER IS BASED ON THE EXPRESS CONDITION THAT THE PURCHASER AGREES TO ALL OF THE TERMS AND CONDITIONS DESCRIBED HEREIN. PAYING A DEPOSIT ON AN ORDER BY PURCHASER WILL CONSTITUTE ACCEPTANCE BY PURCHASER OF THESE TERMS AND CONDITIONS.

WE HEREBY EXPRESSLY REJECT ANY AND ALL TERMS AND CONDITIONS OF ANY PURCHASE ORDER SUBMITTED TO US. ALL TRANSACTIONS ARE MADE ONLY ACCORDING TO THE TERMS AND CONDITIONS DESCRIBED HEREIN. THESE TERMS AND CONDITIONS CAN NOT BE MODIFIED WITHOUT THE WRITTEN CONSENT OF HUTTON COLLECTIONS.

HUTTON COLLECTIONS RESERVES A PURCHASE MONEY SECURITY INTEREST IN MERCHANDISE COVERED BY THIS CONTRACT UNTIL FULLY PAID WITH ALL RIGHTS OF A SECURED PARTY UNDER THE DELAWARE UNIFORM COMMERCIAL CODE.

PRICES AND TERMS

HUTTON COLLECTIONS RESERVES THE RIGHT TO CHANGE PRICES WITHOUT PRIOR NOTICE. QUOTATIONS ARE HONORED FOR A PERIOD OF 30 DAYS. A MINIMUM DEPOSIT OF FIFTY PERCENT (50%) OF THE PURCHASE PRICE IS REQUIRED TO INITIATE ORDER FULLFILMENT. ORDERS FOR TEXTILE AND IN STOCK PRODUCTS REQUIRE PAYMENT IN FULL TO INITIATE ORDER FULLFILMENT. IN THE EVENT THAT THE FINAL BALANCE IS NOT RECEIVED WITHIN 30 DAYS FROM THE DATE OF THE FINAL INVOICE PURCHASER AGREES TO PAY A STORAGE PENALTY ON THE UNPAID BALANCE AT A RATE OF 1.5% PER MONTH (18%APR). ALL ORDERS MUST BE PAID IN FULL, INCLUDING SHIPPING, HANDLING, PACKAGING/IMPORT, STORAGE, TAXES AND SERVICE CHARGES PRIOR TO SHIPPING/RELEASE.

CANCELLATIONS/RETURNS

ALL GOODS ARE CUSTOM MADE TO ORDER AND MAY NOT BE CANCELED AFTER 5 WORKING DAYS AND ACCEPTED MERCHANDISE MAY NOT BE RETURNED. SHOULD HUTTON COLLECTIONS MAKE AN EXCEPTION TO THIS RULE AND AGREE TO ACCEPT THE RETURN OF GOODS, A HANDLING CHARGE OF UP TO 50% OF THE NET SELLING PRICE MAY BE LEVIED. UNAUTHORIZED RETURNS WILL BE REFUSED AND RETURNED AT SENDER'S EXPENSE.

TEXTILES: IF BUYER WAIVES A CFA, THE GOODS ARE NOT RETURNABLE. ANY TEXTILE WHICH HAS BEEN CUT, TREATED OR PROCESSED MAY NOT BE RETURNED.

SHIPPING & PACKAGING

AS A SERVICE TO OUR CUSTOMERS, HUTTON COLLECTIONS WILL ARRANGE THE SHIPPING OF ORDERS VIA ONE OF OUR PREFERRED CARRIERS. ALL CHARGES ARE PROFORMA AND WILL BE INCLUDED ON THE FINAL INVOICE. IF THE CUSTOMER CHOOSES TO MANAGE THEIR OWN FREIGHT AND DELIVERY, THE FEE TO MOVE THE PRODUCT TO A TERMINAL FOR "CUSTOMER'S OWN PICK UP" WILL BE ADDED TO THE FINAL INVOICE. IF CUSTOMER SELECTS THEIR OWN FREIGHT CARRIER, HUTTON COLLECTIONS IS NOT RESPONSIBLE THIRD PARTY FREIGHT CLAIMS.

HUTTON COLLECTIONS SHALL NOT BE RESPONSIBLE, IN ANY EVENT, FOR DAMAGE CAUSED TO THE MERCHANDISE DURING SHIPMENT, OR IN STORAGE. PURCHASER SHOULD REPORT SUCH DAMAGE DIRECTLY TO THE CARRIER.

RECEIPT OF PRODUCT: WHEN ACCEPTING DELIVERY, IT IS THE RECEIVER'S RESPONSIBILITY TO INSPECT THE ITEMS CAREFULLY. ANY DAMAGE OR EXCEPTIONS MUST BE NOTED ON THE TRANSPORTATION COMPANY'S FREIGHT BILL. A SIGNATURE ON THE BILL OF LADING UPON RECEIPT OF THE PRODUCT CONFIRMS THAT THE PRODUCTS WERE RECEIVED IN GOOD CONDITION, UNLESS EXCEPTION IS MADE ON THE BILL OF LADING. FREIGHT CLAIMS MUST BE FILED BY THE RECEIVER DIRECTLY WITH THE CARRIER.



SHIPPING QUOTES ARE ONLY VALID FOR THIRTY DAYS. ANY FINAL INVOICES PAID AFTER THIRTY DAYS FROM THE INVOICE DATE MAY BE SUBJECT TO AN INCREASE IN SHIPPING CHARGES.

“PACKAGING” MAY REFER TO CARTONING OR BLANKET WRAPPING. IF CRATING OR ANY OTHER SPECIFIC PACKAGING IS REQUIRED, THE COSTS WILL BE ADDITIONAL.

IT IS THE PURCHASER’S RESPONSIBILITY TO MAKE SURE THAT ITEMS ORDERED WILL FIT THROUGH DOORWAYS, HALLWAYS AND SERVICE ELEVATORS.

ANY DUTIES, TAXES OR OTHER COSTS ASSOCIATED WITH INTERNATIONAL SHIPMENTS OUTSIDE OF THE UNITED STATES ARE THE RESPONSIBILITY OF THE PURCHASER.

STORAGE

ADDITIONAL STORAGE FEES OF 3% PER MONTH WILL BE CHARGED FOR MERCHANDISE IF NOT PICKED UP WITHIN THIRTY (30) DAYS FROM THE DATE THE PRODUCT IS AVAILABLE FOR SHIPMENT.

DIMENSIONS

DIMENSIONS PRINTED HEREIN MAY VARY DUE TO CRAFTSMANSHIP OR DESIGN REVISIONS. WE RESERVE THE RIGHT TO MODIFY DIMENSIONS AND/OR DESIGNS WITHOUT NOTICE.

FORCE MAJEURE

ALL QUOTED COMPLETION AND DELIVERY DATES ARE ESTIMATES ONLY. HUTTON COLLECTIONS SHALL NOT BE RESPONSIBLE FOR ANY DELAY OR FAILURE IN PERFORMANCE FOR ANY CAUSE BEYOND HUTTON COLLECTION’S CONTROL (INCLUDING BUT NOT LIMITED TO INABILITY TO OBTAIN NECESSARY MATERIALS FROM ITS USUAL SOURCES OF SUPPLY, SHORTAGE OF LABOR OR RAW MATERIALS, TRANSPORTATION DIFFICULTIES, WAR, RIOTS, GOVERNMENT ACTIONS, ACCIDENTS, FIRES, ACTS OF GOD) OR ANY EVENT WHICH INTERFERES WITH HUTTON COLLECTION’S NORMAL BUSINESS OPERATION.

WARRANTY

ALL PRODUCTS ARE BACKED BY A NON-TRANSFERABLE WARRANTY FROM THEIR MANUFACTURER TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR ONE YEAR FROM DATE OF DELIVERY.

ALL WARRANTIES EXTEND TO REPAIR OR REPLACEMENT AND ARE AT THE MANUFACTURER’S DISCRETION. DURING THE WARRANTY PERIOD, HUTTON COLLECTIONS WILL REPAIR, OR AT ITS OPTION, REPLACE SUCH NONCONFORMING OR DEFECTIVE MERCHANDISE OR PART THEREOF FREE OF CHARGE. ALL CLAIMS MUST BE DOCUMENTED WITH PHOTOGRAPHY.

EXPANSION AND CONTRACTION OF WOOD IS A NATURAL OCCURRENCE AND MAY RESULT IN CHECKING IN THE WOOD OR CRAZING AND/OR CRACKING OF CERTAIN FINISHES. THIS IS NON-STRUCTURAL AND NOT DEFECTIVE. IF THIS IS A CONCERN PLEASE ASK A SALES REPRESENTATIVE FOR THE MOST APPROPRIATE FINISH TO MINIMIZE VISIBILITY OF THESE EVENTS.

WOOD AND METAL FINISHES APPLIED BY HAND MAY VARY IN COLOR, TONE AND CHARACTER. WHILE MANUFACTURER WILL MAKE EVERY EFFORT TO MATCH A FINISH, NO GUARANTEE CAN BE MADE OF AN EXACT MATCH. HUTTON COLLECTIONS DOES NOT GUARANTEE FINISHES AGAINST FADING AND OXIDIZING. VARIATIONS IN COLOR AND VEINING ARE INHERENT IN STONE AND WOOD AND ARE CONSIDERED TO BE PART OF THE NATURAL BEAUTY.

ONCE DELIVERY IS RECEIVED HUTTON COLLECTIONS, LLC IS NOT RESPONSIBLE FOR THE MAINTENANCE OR THE EFFECTS OF THE ENVIRONMENT ON THE PRODUCTS.

HUTTON COLLECTIONS ACCEPTS NO RESPONSIBILITY FOR DAMAGES RESULTING FROM THE IMPROPER OR IRRESPONSIBLE USE OF OUR PRODUCTS.



COM DISCLAIMER

SEAMING DETAILS MAY VARY FROM THOSE ON SHOWROOM SAMPLES WITH CERTAIN NARROW OR PATTERNED FABRICS. THESE VARIATIONS ARE MADE AT THE DISCRETION OF THE FACTORY AS REQUIRED. HUTTON COLLECTIONS, LLC SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR THE TAILORING QUALITY OF COM FABRICS. THE PURCHASER OF THE COM MUST RECOGNIZE THAT THE QUALITY OF THE COM MATERIAL THEY SELECT WILL ULTIMATELY DETERMINE THE TAILORING QUALITY. TRANSPARENT, LOOSELY WOVEN, THIN AND STRETCHY COMS SHOULD BE SPECIFICALLY AVOIDED.

HUTTON COLLECTIONS RESERVES THE RIGHT TO REJECT UNSUITABLE OR UNWORKABLE COMS IF THEY HAVE NOT BEEN CLEARED WITH HUTTON COLLECTIONS IN ADVANCE. ALL COSTS RELATED TO THE REJECTION WILL BE THE RESPONSIBILITY OF THE CUSTOMER.

HUTTON COLLECTIONS IS NOT RESPONSIBLE FOR OVER OR UNDER QUOTED COM. EXTRA COM WILL NOT BE RETURNED UNLESS SPECIFICALLY REQUESTED ON THE COM SPECIFICATION FORM'S NOTES SECTION.

HUTTON COLLECTIONS ACCEPTS NO RESPONSIBILITY FOR IMPROPERLY MARKED, UNTAGGED FABRICS, AND/OR FABRICS LEFT BY THE SHIPPER WITHOUT A SIGNATURE. RESHIPPING AND HANDLING FEES WILL BE CHARGED ON ALL COMS/COLS THAT ARE IMPROPERLY SHIPPED.

DUE TO THE NATURE OF COM, HUTTON COLLECTIONS MUST DISCLAIM RESPONSIBILITY FOR THE TAILORING QUALITIES, CLEANABILITY, FADE RESISTANCE OR DURABILITY OF COM FABRICS.

HUTTON COLLECTIONS IS NOT RESPONSIBLE FOR FLAWS OR MISWEAVES, OR ANY OTHER DAMAGE ASSOCIATED WITH THE FABRIC'S PRODUCTION OR DURABILITY.

PATENTS & COPYRIGHTS

ALL CONTENT CONTAINED HEREIN INCLUDING BUT NOT LIMITED TO TEXT, GRAPHICS, LOGOS, SPECIFICATIONS, IMAGES AND TECHNICAL INFORMATION IS THE PROPERTY OF HUTTON COLLECTIONS, LLC., ITS LICENSORS OR ITS CONTENT SUPPLIERS. THE INFORMATION COMPILED, AS IT IS COMPILED HEREIN, IS THE EXCLUSIVE PROPERTY OF HUTTON COLLECTIONS, LLC. ALL OF THE AFOREMENTIONED INFORMATION IS PROTECTED BY UNITED STATES AND INTERNATIONAL COPYRIGHT LAW.

ALL OF THE REGISTERED TRADEMARKS CONTAINED WITHIN BELONG TO HUTTON COLLECTIONS, LLC, ITS LICENSORS, OR CONTENT PROVIDERS AND ARE PROTECTED BY UNITED STATES AND INTERNATIONAL TRADEMARK LAWS. USE OF ANY OF THESE MARKS WITHOUT THE WRITTEN CONSENT OF HUTTON COLLECTIONS, LLC, OR THE OWNER OF THE MARK IS STRICTLY PROHIBITED. THE NAME AND TRADEMARKS OF COPYRIGHT HOLDERS MAY NOT BE USED IN ADVERTISING, PUBLICITY OR FOR COMMERCIAL PURPOSES WITHOUT SPECIFIC, WRITTEN PRIOR PERMISSION OF THE RIGHTFUL OWNER.

ALL DESIGNS HEREIN ARE THE SOLE PROPERTY OF THE DESIGNER AND/OR DESIGN LICENSOR AND ALL RIGHTS ARE RESERVED. DESIGNS CONTAINED IN THIS BROCHURE ARE PROTECTED BY UNITED STATES COPYRIGHTS, UNITED STATES PATENTS PENDING, INTERNATIONAL COPYRIGHTS, EUROPEAN UNION REGISTRATION AND/OR OTHER INTELLECTUAL PROPERTY PROTECTION.

SUBMITTING THESE DESIGNS, IN ANY FORMAT, TO PARTIES OTHER THAN HUTTON COLLECTIONS, LLC, THE DESIGNER, OR THE DESIGN LICENSOR FOR THE PURPOSE OF REPLICATION, IN ANY FORMAT, IS EXPRESSLY FORBIDDEN.

LEGAL ACTION WILL BE PURSUED AGAINST ANY UNAUTHORIZED COPIES OR REPLICATIONS OF THESE DESIGNS, LOGOS, IMAGES, TRADEMARKS OR OTHER PROTECTED MATERIALS.

©AUGUST 2016 - JOHN HUTTON INTERNATIONAL, LLC