



**1) Interpretation and Applicable Law:**

- a) The Terms and Conditions as set forth in this sale agreement (hereinafter referred to as "Agreement") shall apply to all Universal Leather (hereinafter referred to as "Seller") web sales.
- b) The placement of an order directly from the Seller web site constitutes the Buyer's acceptance of this Agreement, as it may be amended or supplemented from time to time. Changes to this Agreement shall be effective when posted.
- c) If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, in whole or in part, the validity of the other provisions and / or the remainder of the provision in question shall not be affected.
- d) The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of North Carolina, without giving effect to any principles of conflict of laws.

**2) Order Placement:**

- a) Buyer must be 18 years or older and located in the United States.
- b) Buyer must provide the following information upon order placement:
  - 1. Description of goods ordered: Seller Article Name / Color / quantity
  - 2. Price per website
  - 3. Buyer Information:
    - a. Name
    - b. Shipping Address
    - c. Billing Address
    - d. Telephone
    - e. Fax Number
    - f. E-mail Address
  - 4. Delivery Time Requested: Min / Max
- c) **Order Status**

A confirmation email providing an order number will be sent to Buyer within one business day of the order placement. The buyer's receipt of the order confirmation number does not constitute the acceptance of an order or confirmation of an offer to sell.

Buyer shall be notified within three business days if the item is not in stock. The Buyer may review the status of the order number(s) by logging onto [www.universalleather.com](http://www.universalleather.com) and selecting "My Account".

# UNIVERSAL LEATHER



*"Universal Makes Leather As Nature Intended...."*

A subsequent email will be sent upon shipment of the good(s) providing the shipping carrier tracking number, if available. Orders are not deemed accepted by the seller until a shipment e-mail is issued.

- d) The buyer is responsible for ensuring the accuracy of the terms of the order.
- e) The seller reserves the right, in its sole discretion, to refuse service at any time, without prior notification to buyer.
- g) Inquiries regarding existing orders should be emailed to customerservice@universalleather.com. Please reference Buyer's order number, date of order, and merchandise ordered.

### **3) Terms of Payment:**

- a) Payment in full is required prior to shipment of merchandise.
- b) Accepted forms of payments include Visa and Master Card.
- d) All prices are quoted in U.S. Dollars and locked in at the time of the order. Prior to order placement, prices are subject to change without notice.

### **4) Privacy:**

- a) All personal information is obtained for the purposes of completing transactions. Buyer's information pertaining to any transaction will not be sold or divulged to a third party.

### **5) Exchanges, Returns and Credits:**

- a) All exchanges and returns require prior authorization before shipment to seller. Written notice of exchanges and returns must be received within 5 business days of receipt of goods. Such written notice shall include:
  - (i) The invoice / packing slip number
  - (ii) Name and address of the buyer, as they appear on the invoice / packing slip
  - (iii) Reason for Return
- b) Goods shall be returned to:  
Universal Leather  
2325 E. MLK Drive  
High Point, NC 27260
- c) Goods must be received in their original condition. Returns requests will not be considered after the goods have been cut or used. Returns must be received, measured, and accounted for prior to the issuance of a credit.
- d) Shipping and handling fees are non-refundable. Freight charges for returns are the responsibility of the Buyer.



e) Buyer may be subject to a restocking charge of up to 15% of the selling price.

**6) Cancellations:**

a) Cancellations must be received in writing within 24 hours of the placement of the order.

**7) Claims:**

- a) Seller must be notified in writing, within 5 business days of receipt of goods, concerning problems with any shipment or else a claim will not be considered. Claim requests must include a copy of the packing list, Bill of Lading and buyer's receiving checklist.
- b) Claims cannot be larger than the amount of Seller invoice
- c) Shipments are FCA Seller's Facility. Upon Seller's delivery of the goods to the nominated carrier, the buyer shall bear all costs and risks of loss or damage to the goods.
- d) Seller will not be responsible for Buyer's improper handling or storage of the leather. Leather must be stored flat or rolled as creases will not come out. Returned Leather must be packaged as such.
- e) Shipping shortages and / or damages must be noted on the delivering carrier's Bill of Lading with copy to Seller's Office. Seller requires same day notification of shipment shortages.
- f) Freight Claims are the responsibility of the customer and do not absolve the customer for liability for the invoice.
- g) Size discrepancies shall be decided by an independent re measuring of the entire shipment on a Roller Type calibrated and ISO approved roller measuring machine. An average of the entire shipment will be used to determine if any measurement discrepancy exists.

**8) Warranty and Limitation of Liability:**

All merchandise sold by seller is warranted by the manufacturer. Buyer agrees that its sole and exclusive remedy shall be for the replacement of defective merchandise under such warranty and that no other remedy (including but not limited to, incidental or consequential damages, business losses, or injury to person or property) shall be available. Such warranty shall be in lieu of any other warranty (express or implied) including, but not limited to, any implied warranty or merchantability or fitness for a particular purpose.

**9) Force Majure:**



Seller is not responsible if the delivery of the goods is prevented, interrupted or delayed by circumstances beyond the seller's control including, but not limited to, war, civil riot, Act of God, strike, fire, flood or the reduction in or unavailability of materials, power supply, and transport of goods. In such an event, the seller will have the right to cancel or delay delivery of the goods in such a manner as it may reasonably think fair without liability.

## **10) Hide Size & Selection:**

- a) Minimum Order is 1 hide. Hide sizes vary by the origin of the cow as well as the article it is used for. Argentine and Uruguayan hides average 38-50 square feet.
- b) Color must be settled by Spectrometer Reading with Commercial Factor set for allowable color variance of:
  - i. 2 for pigment finish.
  - ii. 3 for Semi aniline (pigment / aniline) finish.
  - iii. 4 for Aniline Finish.
- c) Color Selection from Seller's Treasury: If Buyer desires a specific color from what is shown in Seller's Treasury, Buyer must send Seller a swatch of the desired color. Seller will do its best to send Buyer leather swatches to choose from.
- d) Color Development: Inquiries must be submitted to Seller's Customer Service Department:
  - i. Minimum Purchase Order is 200 hides, subject to customer approval of Seller's Counter Sample.
  - ii. Buyer must submit an 18" x 18" panel of the leather to be duplicated. Exact matches are not guaranteed. Seller will do its best to duplicate within a color window.
  - iii. A 50% deposit is required to be paid to Seller with the Purchase Order.
- e) Selection must be settled by grading of entire shipment according to the following Seller selection guarantee.
  - i. Seller's hide shipments are comprised of a standard Table Run selection which provides a mixture of "A", "B".
  - ii. The Table Run selection will yield 50% "A" selection, 50% "B" selection.
  - iii. Each section category is defined as follows:
    - a. "A" selection allows (3) - 25" clean cut panels.
    - b. "B" selection allows (2) - 25" clean cuts panels.

UNIVERSAL LEATHER



*"Universal Makes Leather As Nature Intended...."*