

*the new classic*  
**M-GEOUGH**

GENERAL INFORMATION, TERMS & CONDITIONS

**TERMS OF SALE** By executing a purchase order with The M-Geough Company, Inc. hereto forth AKA M-Geough, the purchaser agrees to the following:

1. The relationship between the purchaser and M-Geough is that of an independent contractor and neither of us nor any of our respective officers, agents or employers will be held or construed to be partners, joint ventures, fiduciaries, employees, or agents of the other.
2. Payment of the balance of the purchase price is due 5 business days from the receipt of the invoice from M-Geough or in some cases the manufacturer. Interest at the rate of 1.5% per week may be charged for all overdue payments.
3. Purchaser agrees to pay all costs of collection including reasonable attorney's fees.
4. This agreement and its performance shall be governed by the laws of the Commonwealth of Massachusetts, without regard to its conflict of law's provisions. The purchaser consents and submits to the exclusive jurisdiction of the state and federal courts located in Suffolk County, Commonwealth of Massachusetts in all questions and controversies arising out of this agreement.

**ORDERING INSTRUCTIONS** M-Geough will provide you with a written request for a 50% deposit for the merchandise you are purchasing from one or more of the manufacturers we represent. Please be sure to check this paperwork carefully to ensure that all the details are correct to avoid any costly errors for you or your client. Once this order is in production you may not be able to make changes. After the deposit is received the order is not subject to cancellation for any reason. If this order is canceled, Buyer shall be liable for Seller's cancellation charges. After we receive your deposit, you will receive an acknowledgment of the order(s) that you should also review and *may* have to sign and return as well.

**CANCELLATIONS AND CHANGES** Each piece is custom made-to-order per the order acknowledgment and its own unique specifications. We may not be able to change or cancel orders that have already been started, usually one week from the date on the order acknowledgment. Your order may be canceled if certain conditions are met, and we determine if the circumstances warrant a cancelation. All cancelations are subject to a **35%** (of the designer net) **restocking fee**.

**LEAD TIMES** Please note the Estimated Completion Date (ECD) on your acknowledgment. This is the day our manufacturer is planning to have your order completed. This is an estimate and not a firm date. M-Geough has no control over that date, and the manufacturer will make every effort to meet this ECD. If for some reason they cannot, we will let you know in advance of the ECD with an updated ECD. The manufacturer may not forward your order to production until receipt of deposit, finish selection and if applicable, a signed drawing for approval (DFA) and/or the finish sample for approval (SFA) is received. Your COM deliveries may impact your ECD.

**SHIPPING** Upon receipt of your balance due, M-Geough will release your order with the manufacturer. M-Geough has no control over the date your order is physically collected by the shipper. M-Geough and/or the manufacturer determine the best shipping company that is contracted to deliver your order to your receiver. Designer reserves the right to decide to have their own shipper collect the order on their behalf prior to the final invoicing process. Designer is responsible for arranging collection and payment to the shipper.

**STORAGE** Manufacturers reserve the right to charge storage fees for any merchandise with an outstanding balance for longer than three weeks after completion.

**FREIGHT DAMAGE CLAIMS** M-Geough is not responsible for damage suffered in transit or in storage. Before accepting merchandise from carrier, you or your consignee must examine the shipment carefully. If there is any visible damage to the containers, insist that a notation be made on the Delivery Document before signing for merchandise. Claims for damage or shortage by delivering carrier should be filed by the consignee within 5 days of delivery. When receiving furniture, which may be "crated, uncrated, or blanket wrapped" the furniture carrier must remove all wrapping and examine furniture before signing receipt. Note damage, if any, on receipt and file claim within 5 days with carrier. Claims for merchandise defects or errors must be reported to M-Geough in writing within 48 hours from receipt of merchandise. Failure to do so shall constitute full acceptance of the merchandise.

**SERVICE AND REPAIRS** No return of merchandise will be accepted without prior written authorization. Manufacturer warrants one year for any manufacturing defect under conditions of normal use and reasonable care. This warranty does not cover damage, due to misuse, abuse, or shipping damages.

**COVID 19** Please note delivery limitations and government restrictions regarding COVID-19 can change at a moment's notice. Our shippers remain committed to service, while honoring governmental guidelines and the safety of all involved, in all states. As a result, deliveries may be temporarily delayed.

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DEPOSITS ARE PAYABLE TO All deposit payments are sent directly to the M-Geough showroom. We will process your order and pass it along to the manufacturer. Below is a list of the manufacturers we represent and how you make out the check. If you prefer to pay with a credit or debit card there is a notation if there is a fee and how much that will be.

<u>Manufacturer</u>	<u>Make checks payable to:</u>	<u>Accepts credit cards?</u>	<u>CC Fee</u>	<u>%</u>
A. Rudin	<b>A. Rudin</b>	YES	YES	3%
Artifacts International	M-Geough	YES	YES	3.5%
Borderline Fabrics	<b>Rosebank Ltd.</b>	YES	NO	
Boyd Lighting	<b>Boyd Lighting</b>	YES	NO	
Calvin Fabrics	<b>Calvin Fabrics</b>	YES	NO	
Charleston Forge	M-Geough	YES	YES	3.5%
Dakota Jackson	M-Geough	YES	YES	3.5%
Dani Leather	<b>Dani Leather</b>	YES	NO	
Dogwood Fabrics	<b>Dogwood Fabrics</b>	YES	NO	
DuFour Ltd.	<b>DuFour Ltd.</b>	YES	YES	3.5%
Eric Haydel Collections	M-Geough	YES	YES	3.5%
Erinn V.	M-Geough	YES	YES	3.5%
Grag Studios	M-Geough	YES	YES	3.5%
Hazelton House	<b>Rosebank Ltd.</b>	YES	NO	
Henry Royer	M-Geough	YES	YES	3.5%
Isobel Fabrics	M-Geough	YES	YES	3.5%
J. Samuel	<b>J. Samuel</b>	YES	NO	
Jacques Bouvet et Cie.	<b>Jacques Bouvet et Cie.</b>	YES	NO	
Jasper / Michael Smith	<b>Jasper</b>	YES	NO	
Johnstons of Elgin	<b>J. Samuel</b>	YES	NO	
Julian Chichester	M-Geough	YES	YES	3.5%
Keith Fritz	M-Geough	YES	YES	3.5%
Kolkka Furniture	M-Geough	YES	YES	3.5%
Korla Fabrics	<b>Rosebank Ltd.</b>	YES	NO	
Marvic Textiles	<b>Marvic</b>	YES	NO	
Matsuoka Furniture	M-Geough	YES	YES	3.5%
Matthew Studios	M-Geough	YES	YES	3.5%
Maya Romanoff	<b>Maya Romanoff</b>	YES	NO	
McLain Wiesand	M-Geough	YES	YES	3.5%
Minton-Spidell	M-Geough	YES	YES	3.5%
Mulligan's	M-Geough	YES	YES	3.5%
O'Hara Studio	M-Geough	YES	YES	3.5%
Paper Mills	<b>Rosebank Ltd.</b>	YES	NO	
Phoenix Day	<b>Phoenix Day</b>	YES	YES	3.5%
Ralph Lauren Home	M-Geough	YES	YES	3.5%
Robert James Collection	M-Geough	YES	YES	3.5%
Steve McKenzie Designs	M-Geough	YES	YES	3.5%
TDC	<b>TDC</b>	YES	NO	
Templeton Fabrics	<b>Templeton Fabrics</b>	YES	NO	
Theodore Alexander	M-Geough	YES	YES	3.5%
Thomas Strahan	<b>Thomas Strahan</b>	YES	NO	
Twigs	<b>Twigs</b>	YES	YES/NO	3% over \$1000
Waterhouse	<b>Waterhouse</b>	YES	NO	

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**3RD PARTY CREDIT CARD PAYMENT  
AUTHORIZATION FORM**

Please complete this form in its entirety and return it via e-mail to [gary@m-geough.com](mailto:gary@m-geough.com). This information will be verified before any charges will be processed. Any incomplete information may cause a delay in processing your order.

M-Geough will charge a 3.5% convenience fee for all credit card transactions. This will be added to the authorized amount below. **Please initial to confirm you understand M-Geough will add a 3.5% convenience fee.** \_\_\_\_\_

PURCHASER NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE & ZIP CODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

CREDIT or DEBIT CARD: (CHECK ONE) VISA \_\_\_\_ MASTERCARD \_\_\_\_ AMEX \_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_ EX. DATE: \_\_\_\_\_

SECURITY CODE: (3 DIGITS ON VISA/MC OR 4 DIGITS ON AMEX) \_\_\_\_\_

NAME ON CARD: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

CITY, STATE & ZIP CODE: \_\_\_\_\_

M-GEOUGH ORDER NUMBER /or CLIENT P.O.: \_\_\_\_\_

DEPOSIT or BALANCE AMOUNT AUTHORIZED TO BE CHARGED: \_\_\_\_\_

**Upon completion of your order, do you authorize M-Geough to charge your credit card for the balance due?**

**BALANCE AMOUNT AUTHORIZED TO BE CHARGED: (CIRCLE ONE)**

**YES / NO**

**CARDHOLDER SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

By my signature above, I hereby declare that the credit card information submitted is true, accurate and appears in the name as stated; and authorization is hereby given to the above-named individual to use this credit card for payment on the above M-Geough customer account. Further, I acknowledge that if I make additional purchases in the future, I must re-submit my authorization to make such payments. I agree to pay the above charge accepted by my credit card company for purchases made according to the card issuer's agreement. I acknowledge my liability of these charges and that these charges and that I will be held personally responsible if the issuing institution refuses to pay any or the entire amount owed. I understand that any relevant billing information that changes because of the cardholder or the bank is to be updated with M-Geough to maintain the integrity of informational records.