



Jane Hamley Wells

QUICKSHIP



Jane Hamley Wells

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CHAIRS

PRICING DOES NOT INCLUDE CUSHIONS.



AIR STACKABLE CHAIR
ITEM: C906
LIST PRICE: 877
SIZE: 23.2W x 22.4D x 32.7H
RATTAN: GREY, COCONUT, KEYLIME PIE, PINK GRAPEFRUIT



BOLZANO ARMCHAIR
ITEM: C407
LIST PRICE: 615
SIZE: 25.2W x 24D x 34.3H
RATTAN: CORAL OR TAN



BOLZANO CHAIR
ITEM: C406
LIST PRICE: 459
SIZE: 19.7W x 22.8D x 34.3H
RATTAN: CORAL OR TAN



BOLZANO STACKABLE ARMCHAIR
ITEM: C427
LIST PRICE: 520
SIZE: 24W x 25.2D x 34.3H
RATTAN: CORAL OR TAN



CHICAGO ARMCHAIR
ITEM: C707
LIST PRICE: 678
SIZE: 21.7W x 24.4D x 32.3H
RATTAN: GREY



MODENA ARM CHAIR
ITEM: C057
LIST PRICE: 1,407
SIZE: 25.2W x 29.1D x 33.5H
RATTAN: HONEY



OUTLINE STACKABLE CHAIR
ITEM: C556/STEEL, C556T/WOVEN
LIST PRICE: 1,155 - 1,530
SIZE: 24.4W x 23.2D x 31.9H
FINISH: SEE COLOR SWATCHES



PALMIRA STACKABLE ARMCHAIR
ITEM: C617/ROUND BACK
LIST PRICE: 448
SIZE: 22.1W x 23.6D x 33.1H
RATTAN: GREY



PALMIRA STACKABLE ARMCHAIR
ITEM: C636/ SQUARE BACK
LIST PRICE: 443
SIZE: 22.4W x 22D x 32.7H
RATTAN: SILVER OR GREY



RIMINI ARMCHAIR
ITEM: C857
LIST PRICE: 1,045 (WITH CUSHION)
SIZE: 22W x 22.4D x 29.1H
RATTAN: BLACK



SUDAN ARMCHAIR
ITEM: C307
LIST PRICE: 732
SIZE: 24.8W x 25.2D x 35H
RATTAN: SAND DUNES



SUDAN ARMCHAIR
ITEM: C326
LIST PRICE: 723
SIZE: 26W x 26D x 35.4H
RATTAN: SAND DUNES



SUDAN CHAIR
ITEM: C346
LIST PRICE: 579
SIZE: 18.9W x 25.6D x 35H
RATTAN: SAND DUNES



SUDAN STACKABLE CHAIR
ITEM: C327
LIST PRICE: 443
SIZE: 21.7W x 26D x 30.3H
RATTAN: SAND DUNES



TUNIS ARMCHAIR
ITEM: C507
LIST PRICE: 723
SIZE: 22.4W x 24D x 32.7H
RATTAN: WHITE OR BRONZE



TUNIS STACKABLE ARMCHAIR
ITEM: C506
LIST PRICE: 588
SIZE: 22.4W x 24D x 32.7H
RATTAN: WHITE OR BRONZE

STOOLS/BENCHES



AIR STACKABLE STOOL
ITEM: C911
LIST PRICE: 624
SIZE: 20.1W x 16.9D x 28H
RATTAN: GREY, COCONUT, KEYLIME PIE, PINK GRAPEFRUIT



OUTLINE STOOL
ITEM: C566/STEEL, C566T/WOVEN
LIST PRICE: 1,689-1,964
SIZE: 22W x 22D x 39.4H
FINISH: SEE COLOR SWATCHES



ULAH ROCKING STOOL
ITEM: C799
LIST PRICE: 2,946
SIZE: 39.4W x 39.4D x 12.6H
FINISH: SEE COLOR SWATCHES

LOUNGE

PRICING INCLUDES SEAT AND BACK CUSHIONS WHERE APPLICABLE. ADDITIONAL THROW PILLOWS AVAILABLE. (* NO CUSHION/CUSHION OPTIONAL)



AIR STACKABLE LOUNGE CHAIR*
ITEM: C901
LIST PRICE: 895
SIZE: 29.5W x 31.5D x 29.5H
RATTAN: GREY, COCONUT, KEYLIME PIE, PINK GRAPEFRUIT



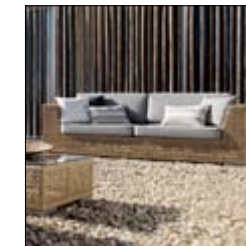
AIR STACKABLE BEACH CHAIR*
ITEM: C949
LIST PRICE: 841
SIZE: 27.2W x 27.2D x 23.6H
RATTAN: GREY, COCONUT, KEYLIME PIE, PINK GRAPEFRUIT



AIR STACKABLE OTTOMAN*
ITEM: C920
LIST PRICE: 705
SIZE: 26W x 23.6D x 15H
RATTAN: GREY, COCONUT, KEYLIME PIE, PINK GRAPEFRUIT



BOLZANO LOUNGE ARMCHAIR
ITEM: C451
LIST PRICE: 1,783
SIZE: 43.7W x 38.6D x 26H
RATTAN: CORAL OR TAN



BOLZANO SOFA
ITEM: C453
LIST PRICE: 3,127
SIZE: 89W x 38.6D x 26H
RATTAN: CORAL OR TAN



BOLZANO CORNER SECTIONAL
ITEM: C421
LIST PRICE: 1,787 - 2,150
SIZE: 38.6W x 38.6D x 26H
RATTAN: CORAL OR TAN



BOLZANO OTTOMAN
ITEM: C420
LIST PRICE: 1,156
SIZE: 29.5W x 29.5D x 16.5H
RATTAN: CORAL OR TAN



BOLZANO CENTER SECTIONAL
ITEM: C422
LIST PRICE: 1,480
SIZE: 29.5W x 38.6D x 26H
RATTAN: CORAL OR TAN



CHICAGO CORNER
ITEM: C720/L, C721/R
LIST PRICE: 3,152
SIZE: 70.9W x 39.4D x 28.3H
RATTAN: GREY



CHICAGO CENTER SECTIONAL
ITEM: C722
LIST PRICE: 1,946
SIZE: 38.6W x 39.4D x 28.3H
RATTAN: GREY



CHICAGO CHAISE
ITEM: C724/L, C723/R
LIST PRICE: 2,896
SIZE: 70.9W x 39.4D x 28.3H
RATTAN: GREY



DAKOTA LOUNGE ARMCHAIR
ITEM: C801
LIST PRICE: 2,309
SIZE: 46.5W x 39.4D x 27.2H
RATTAN: BLACK

LOUNGE



DAKOTA CORNER SECTIONAL
 ITEM: C821
 LIST PRICE: 2,182
 SIZE: 39.4W x 39.4D x 27.2H
 RATTAN: BLACK



DAKOTA END ARM SECTIONAL
 ITEM: C824/R, C823/L
 LIST PRICE: 2,490
 SIZE: 53.9W x 39.4D x 27.2H
 RATTAN: BLACK



DAKOTA CENTER SECTIONAL
 ITEM: C822
 LIST PRICE: 1,728
 SIZE: 36.6W x 39.4D x 27.2H
 RATTAN: BLACK



KATIE ROCKER*
 ITEM: E287 (INDOOR)
 LIST PRICE: 1,564
 SIZE: 23.6W x 38.6D x 38.2H
 RATTAN: BLACK OR WHITE



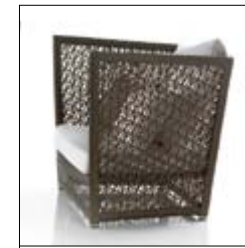
SUDAN OTTOMAN
 ITEM: C306
 LIST PRICE: 972
 SIZE: 35.8W x 20.1D x 18.1H
 RATTAN: SAND DUNES



SUDAN SOFA
 ITEM: C303
 LIST PRICE: 4,164
 SIZE: 82.7W x 35.4D x 33.9H
 RATTAN: SAND DUNES



SUDAN LOVESEAT
 ITEM: C302
 LIST PRICE: 3,032
 SIZE: 59.1W x 35.4D x 33.9H
 RATTAN: SAND DUNES



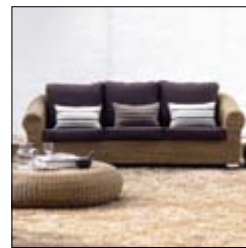
TUNIS LOW LOUNGE ARMCHAIR
 ITEM: C500
 LIST PRICE: 1,689
 SIZE: 33.9W x 33.9D x 32.3H
 RATTAN: WHITE OR BRONZE



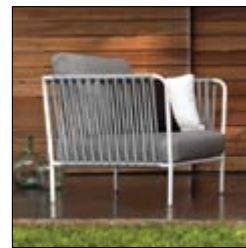
MADEIRA LOVESEAT
 ITEM: C292
 LIST PRICE: 6,511
 SIZE: 80.7W x 41.3D x 47.6H
 RATTAN: DRIFTWOOD



MODENA LOUNGE ARMCHAIR
 ITEM: C051
 LIST PRICE: 3,450
 SIZE: 41.7W x 39.4D x 31.5H
 RATTAN: HONEY



MODENA SOFA
 ITEM: C053
 LIST PRICE: 6,583
 SIZE: 88.6W x 39.4D x 31.5H
 RATTAN: HONEY



NIDO LOUNGE CHAIR
 ITEM: C251/STEEL, C251T/WOVEN
 LIST PRICE: 2,666-3,658
 SIZE: 33.9W x 33.9D x 30.3H
 FINISH: FRAME: BLACK, WHITE
 ROPE: SEE SWATCHES. FLAT ONLY.



TUNIS LOUNGE ARMCHAIR
 ITEM: C501
 LIST PRICE: 1,761
 SIZE: 35W x 35D x 39.4H
 RATTAN: WHITE OR BRONZE



TUNIS LOVESEAT
 ITEM: C502
 LIST PRICE: 3,275
 SIZE: 64.2W x 40.2D x 39.4H
 RATTAN: WHITE OR BRONZE



TUNIS DAYBED
 ITEM: C512
 LIST PRICE: 2,962
 SIZE: 57.5W x 53.2D x 32.3H
 RATTAN: WHITE OR BRONZE



TUNIS CORNER SECTIONAL
 ITEM: C525
 LIST PRICE: 1,819
 SIZE: 37.4W x 37.4D x 31.1H
 RATTAN: WHITE OR BRONZE



NIDO SOFA
 ITEM: C253/STEEL, C253T/WOVEN
 LIST PRICE: 5,177-6,746
 SIZE: 69.3W x 33.9D x 30.3H
 FINISH: FRAME: BLACK, WHITE
 ROPE: SEE SWATCHES. FLAT ONLY.



OUTLINE STACKABLE CHAIR*
 ITEM: C551/STEEL, C551T/WOVEN
 LIST PRICE: 1,885 - 2,518
 SIZE: 35.4W x 27.6D x 31.1H
 FINISH: SEE COLOR SWATCHES



OUTLINE STACKABLE OTTOMAN*
 ITEM: C560/STEEL, C560T/WOVEN
 LIST PRICE: 1,337 - 1,497
 SIZE: 35.4W x 24.4D x 20.1H
 FINISH: SEE COLOR SWATCHES



PALMIRA LOUNGE ARMCHAIR
 ITEM: C601
 LIST PRICE: 1,693
 SIZE: 29.5W x 33.5D x 26.4H
 RATTAN: GREY



TUNIS END ARM SECTIONAL
 ITEM: C520/L, C521/R
 LIST PRICE: 2,475
 SIZE: 49.6W x 37.4D x 32.3H
 RATTAN: WHITE OR BRONZE



TUNIS CENTER SECTIONAL
 ITEM: C522
 LIST PRICE: 1,400
 SIZE: 37.4W x 33.5D x 31.1H
 RATTAN: WHITE OR BRONZE



AIR STACKABLE LOUNGER*
 ITEM: C950
 LIST PRICE: 1,717
 SIZE: 78W x 35.4D x 20.9H
 RATTAN: GREY, COCONUT, KEYLIME PIE,
 PINK GRAPEFRUIT



BOLZANO STACKABLE LOUNGER
 ITEM: C491 (WITH WHEELS)
 LIST PRICE: 2,231
 SIZE: 81.5W x 32.7D x 21.7H
 RATTAN: CORAL OR TAN



PALMIRA SOFA
 ITEM: C600
 LIST PRICE: 2,969
 SIZE: 68.9W x 33.5D x 26.4H
 RATTAN: GREY



RIMINI LOUNGE ARMCHAIR
 ITEM: C851
 LIST PRICE: 1,712
 SIZE: 28W x 29.5D x 29.9H
 RATTAN: BLACK



RIMINI SOFA
 ITEM: C853
 LIST PRICE: 2,673
 SIZE: 66.5W x 29.5D x 29.9H
 RATTAN: BLACK



SUDAN LOUNGE ARMCHAIR
 ITEM: C301
 LIST PRICE: 1,864
 SIZE: 40.2W x 35.4D x 33.9H
 RATTAN: SAND DUNES



CHICAGO STACKABLE LOUNGER*
 ITEM: C750
 LIST PRICE: 1,265
 SIZE: 78W x 31.5D x 21.3H
 RATTAN: GREY



DAKOTA LOUNGER W/ WHEELS
 ITEM: C850
 LIST PRICE: 2,123
 SIZE: 81.9W x 31.9D x 12.6H
 RATTAN: BLACK



PALMIRA STACKABLE LOUNGER
 ITEM: C650
 LIST PRICE: 1,690
 SIZE: 77.2W x 31.5D x 11.8H
 RATTAN: GREY



SUDAN LOUNGER WITH WHEELS
 ITEM: C350
 LIST PRICE: 2,331
 SIZE: 81.5W x 30.7D x 19.7H
 RATTAN: SAND DUNES

LOUNGE

TABLES



AIR SQUARE TABLE
ITEM: C909
LIST PRICE: 1,130
SIZE: 39.4W x 39.4D x 29.5H
RATTAN: GREY, COCONUT, KEYLIME PIE, PINK GRAPEFRUIT



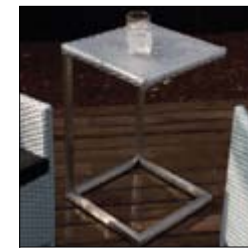
AIR RECTANGULAR TABLE
ITEM: C908
LIST PRICE: 1,898
SIZE: 63W x 39.4D x 29.5H
RATTAN: GREY, COCONUT, KEYLIME PIE, PINK GRAPEFRUIT



BOLZANO CART
ITEM: C439
LIST PRICE: 805
SIZE: 35.4W x 19.7D x 26H
RATTAN: CORAL OR TAN



BOLZANO RECTANGULAR TABLE
ITEM: C408
LIST PRICE: 1,730
SIZE: 63W x 35.4D x 30H
RATTAN: CORAL OR TAN



PALMIRA SIDE TABLE
ITEM: C606
LIST PRICE: 904
SIZE: 16.1W x 16.1D x 24.8H
RATTAN: SILVER



RIMINI COFFEE TABLE
ITEM: C854
LIST PRICE: 967
SIZE: 35.8W x 35.8D x 13H
RATTAN: BLACK



RIMINI SIDE TABLE
ITEM: C855
LIST PRICE: 491
SIZE: 20.9W x 20.9D x 16.9H
RATTAN: BLACK



SUDAN OVAL TABLE
ITEM: C309
LIST PRICE: 2,826
SIZE: 78.7W x 47.2D x 30.3H
RATTAN: SAND DUNES



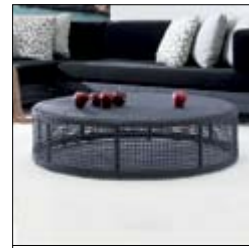
BOLZANO SQUARE TABLE
ITEM: C409
LIST PRICE: 1,377
SIZE: 39.4W x 39.4D x 29.9H
RATTAN: CORAL OR TAN



BOLZANO COFFEE TABLE
ITEM: C426
LIST PRICE: 707
SIZE: 29.5W x 29.5D x 11.4H
RATTAN: CORAL OR TAN



BOLZANO SIDE TABLE
ITEM: C405
LIST PRICE: 515
SIZE: 18.9W x 18.9D x 18.5H
RATTAN: CORAL OR TAN



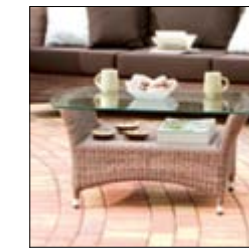
CHICAGO COFFEE TABLE
ITEM: C704
LIST PRICE: 1,098
SIZE: 43.3Ø x 11H
RATTAN: GREY



SUDAN ROUND TABLE
ITEM: C308
LIST PRICE: 1,992
SIZE: 47.2Ø x 30.3H
RATTAN: SAND DUNES



SUDAN SQUARE TABLES
ITEM: C319
LIST PRICE: 1,412
SIZE: 39.4W x 39.4D x 29.5H
RATTAN: SAND DUNES



SUDAN COFFEE TABLE
ITEM: C304
LIST PRICE: 886
SIZE: 39.4W x 23.6D x 18.5H
RATTAN: SAND DUNES



SUDAN SIDE TABLES
ITEM: C305
LIST PRICE: 589
SIZE: 22.8W x 17.7D x 21.7H
RATTAN: SAND DUNES



CHICAGO SIDE TABLE
ITEM: C705
LIST PRICE: 581
SIZE: 23.6Ø x 16.9H
RATTAN: GREY



DAKOTA COFFEE TABLE
ITEM: C804
LIST PRICE: 886
SIZE: 37.4Ø x 13H
RATTAN: BLACK



DAKOTA SIDE TABLE
ITEM: C805
LIST PRICE: 479
SIZE: 24.4Ø x 16.9H
RATTAN: BLACK



MODENA COFFEE TABLE
ITEM: C054
LIST PRICE: 1,573
SIZE: 43.3Ø x 11.8H
RATTAN: HONEY



TUNIS RECTANGULAR TABLE
ITEM: C508
LIST PRICE: 2,042
SIZE: 82.7W x 37.4D x 29.9H
RATTAN: WHITE OR BRONZE



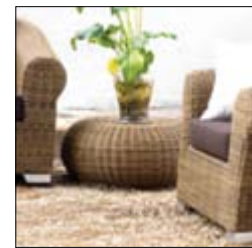
TUNIS SQUARE TABLE
ITEM: C509
LIST PRICE: 1,536
SIZE: 37.4W x 37.4D x 29.9H
RATTAN: WHITE OR BRONZE



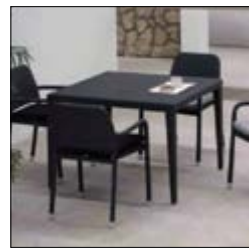
TUNIS COFFEE TABLE
ITEM: C504
LIST PRICE: 1,071
SIZE: 43.3Ø x 11.4H
RATTAN: WHITE OR BRONZE



TUNIS SIDE TABLE
ITEM: C505
LIST PRICE: 522
SIZE: 23.6Ø x 15.4H
RATTAN: WHITE OR BRONZE



MODENA SIDE TABLE
ITEM: C055
LIST PRICE: 1,026
SIZE: 27.6Ø x 11.8H
RATTAN: HONEY



PALMIRA SQUARE TABLE
ITEM: C619
LIST PRICE: 1,277
SIZE: 39.4W x 39.4D x 29.5H
RATTAN: GREY



PALMIRA PUZZLE TABLE
ITEM: C605
LIST PRICE: 633
SIZE: 42.1W x 28D x 13.8H
RATTAN: GREY



PALMIRA COFFEE TABLE
ITEM: C604
LIST PRICE: 1,473
SIZE: 51.2W x 25.6D x 15H
RATTAN: SILVER



WHITE COFFEE TABLES
ITEM: C960
LIST PRICE: 2,063
SIZE: 47.2Ø x 10.6H
FINISH: WHITE



WHITE SIDE TABLE
ITEM: C961
LIST PRICE: 1,082
SIZE: 27.6Ø x 10.6H
FINISH: WHITE



WHITE PLANTER
ITEM: C963, C964 (LARGE)
LIST PRICE: 1,739 - 3,296
SIZE: 26Ø x 39.4H
FINISH: WHITE

TABLES

COLOR SWATCHES

METAL OUT_LINE AND NIDO COLLECTIONS ONLY

SUITABLE FOR OUTDOOR USE



100 White



101 Black



103 Metallic Burgundy



105 Metallic Green



104 Metallic Navy

POLYESTER WOVEN ROPE OUT_LINE AND NIDO COLLECTIONS ONLY

SPECIFY 6MM CORD OR 24MM FLAT RIBBON



400 White



401 Black



402 Silver



403 Burgundy



404 Navy



405 Green

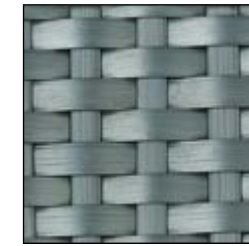
COLOR SWATCHES

RATTAN

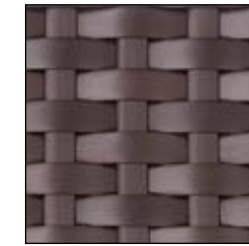
HANDWOVEN SYNTHETIC RATTAN FOR COLOR REFERENCE ONLY. WEAVE MAY VARY.



Grey



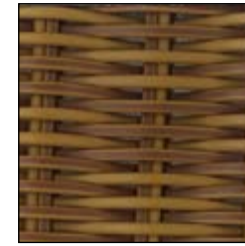
Silver



Bronze



Coral



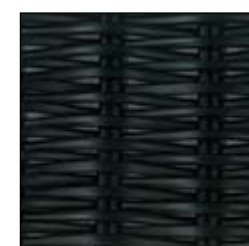
Honey



Tan



Driftwood



Black



Sand Dunes



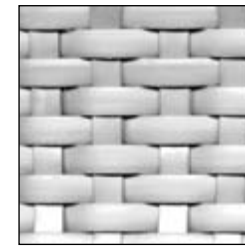
Pink Grapefruit



Keylime Pie



Coconut



White

TERMS AND CONDITIONS OF PURCHASE

The following are the terms and conditions of any purchase of products (“Products”) from or through Jane Hamley Wells (“Distributor”). Customer acknowledges that Distributor is solely a distributor of Products manufactured by third parties (“Manufacturers”).

QUICK SHIP TERMS

Availability. All items subject to quantity availability

Lead time. Standard lead time for Quick Ship Program items is 4-6 weeks from receipt of deposit and C.O.M. yardage (if applicable).

Fabric. Standard cushion fabric for all pieces is Sunbrella® in Natural. COM yardage based on 54”w plain goods.

Custom Orders. Items with custom modificaitons, color substitutions, or any non-standard feature do not qualify for Quick Ship lead times. Please inquire about custom orders.

We are not responsible for delays in scheduling or failure to make scheduled ship date due to customs delays, strikes, lockouts or other labor complications, war, riots, Acts of God, fires, accidents, restraints affecting shipment or credit, reduced supply or excessive cost of fuel or raw material, delays from suppliers, compliance with government regulations or other unforeseen contingencies.

ORDERS

Jane Hamley Wells products are specified for and installed in a variety of end user applications. It is the responsibility of the purchasing party to understand the end user’s intent and purchase products appropriate for that application.

Order Information. All orders must be received by fax, mail or email on a purchase order or letterhead of the Customer. The purchase order must be complete and include the following information: Item, quantity, finish selection, COM to be received for upholstery, special upholstery instructions, address to which order will be shipped; shipping instructions; name and phone number of contact or person who will be receiving the order; and the purchaser’s sales tax/resale number. Orders with missing or incorrect information such as model, finish, color, pricing, etc. will be scheduled upon receipt of correct and complete information.

Acknowledgement. Orders are only accepted by issuance of our formal acknowledgment. It is the purchaser’s responsibility to check acknowledgements and invoices for accuracy. If there is any discrepancy, the customer must notify Jane Hamley Wells within 72 hours. Failure to notify Jane Hamley Wells within this time period will constitute acceptance of the order as acknowledged, and our acknowledgment is final and binding.

Acceptance. All orders are subject to acceptance by Distributor and will not be final until such acceptance. An order will be deemed accepted upon Distributor issuing an Order Invoice and delivering such Order Invoice to Customer via the fax telephone number or email address provided by Customer. Stock cannot be reserved. Production of an order will not begin until the Customer’s fifty percent (50%) deposit has been received by Distributor. Orders will not be considered complete until we receive deposit in full.

Payment Terms. Distributor requires a deposit of fifty percent (50%) of the total cost of the order at the time the order is placed, with the balance payable in full a minimum of seven (7) days prior to shipment. In stock items require payment in full including shipping, handling & delivery charges as applicable.

Taxes. All amounts due for taxes and assessments will be added to the Customer’s invoice and are the sole responsibility of the Customer. If, after the Customer has paid the invoice, it is determined that additional tax is due, Customer shall remit the additional tax directly to the proper taxing authority, or immediately reimburse Distributor for any additional taxes paid.

Cancellation. Cancellation of accepted orders is not permitted unless specifically agreed to by the Distributor in writing. Any requests to cancel an order will be considered on an individual basis. In the event that Distributor allows a cancellation, Customer shall be responsible for all costs and fees incurred by Distributor and Manufacturer with regard to such order up to the date of cancellation.

COM (Customer Own Material). COM will be cut and applied at the discretion of Jane Hamley Wells unless special cutting instructions are included in writing with the purchase order and COMs. Fabric patterns must be identified as horizontal or vertical applications. Jane Hamley Wells will not be held responsible for defective fabrics or leathers, as all COM are accepted as first quality goods. All COM yardages are based on 54” wide plain material. Any textiles with widths, repeats or special application must have yardages quoted on an as per basis. Distributor and Manufacturer accept no responsibility or liability for use of any COM material or leather supplied by Customer for purposes of upholstering the products ordered. Customer takes full responsibility for ensuring that the materials supplied meet and adhere to any local or state codes and regulations and hereby indemnifies, defends and holds harmless Distributor and Manufacturer against any and all claims, suits, damages, injury, death or other losses arising from or related to the use of such material or leather, including reasonable attorney’s fees.

FOB. All Products are FOB the Distributor’s loading dock, Chicago, IL. The Customer takes title to the goods at the FOB loading point, irrespective of whether freight charges have been pre-paid and arranged by Distributor. Any and all transport claims are to be directed to the carrier. See “Transport Claims” below.

Shipping Time. Distributor will use commercially reasonable efforts to ship in-stock orders within five to seven (5-7) days of payment being received in full. Out of stock orders and special orders shall be shipped as soon as is practicable, subject to the production and delivery schedule of the Manufacturer and Customer’s compliance with the Payment Terms.

PRICING

All Product prices and pricing lists are subject to the sole discretion of the Distributor and subject to change without prior notice.

DELIVERY

Routing. Unless the Customer specifically requests shipment routing, Distributor will use its best judgment as to shipment routing. No rebate shall be issued should a cheaper method be found.

Transport Claims. Neither Distributor nor Manufacturer shall be responsible for any damages to or loss of goods incurred in transit as this is the sole responsibility of the carrier. Before accepting Products from the carrier, the Customer should inspect cartons for visible signs of damage and note any loss or damage on the delivery receipt. If there is loss or damage, the Customer should make an immediate claim with the delivering carrier. In the event that damage is concealed and not determined until the furniture is unpacked, the Customer should retain the packaging and notify the carrier immediately for an inspection. Claims against Distributor or Manufacturer shall be considered if filed with Distributor or Manufacturer in writing within three (3) business days of delivery. Failure to make such claim within this time shall constitute acceptance of the Products and waiver of any defects, errors or shortages.

Constraints; Redelivery Charge. It is the Customer’s responsibility to give advance notice to Distributor of any constraints on the Customer’s ability to receive delivery during regular business hours on any business day on or after the “deliver by” date communicated to Distributor. If redelivery of order is required because the Customer fails or refuses to accept a shipment made on or after the “deliver by” date without having given advance notice, the Customer will be liable for the carrier’s redelivery charges.

Discrepancies. Any discrepancy between the Products received and the Products specified in the order confirmation or invoice must be described in detail to Distributor within three (3) business days of receipt of the delivery of such Products and will be promptly addressed by Distributor. Failure to contact Distributor within such three (3) day period shall constitute proof of acceptance of the delivered Products.

Delayed Orders. Requests for a delay in the delivery of an order must be made to Distributor no less than seven (7) days before the “deliver by” date. If Customer requests a delay in the delivery of an order, Customer will be liable for all additional storage or shipping charges occasioned by such delay.

RETURNS

Written Authorization Required. All Products returned without the written authorization of the Distributor will be refused, and all freight and other applicable charges will be at the Customer’s expense. No credit will be allowed for Products returned without Distributor’s written consent. Case-by-Case Basis. Any requests to return Products caused by the Customer’s or end-user’s change of mind will be considered on an individual basis. If a return is allowed, all freight charges will be paid by the Customer and a twenty-five percent (25%) restocking fee shall be assessed.

DROP SHIP

Any Products which are drop shipped by the Distributor are on an “as sold” basis. The Distributor may impose a drop ship handling fee and such fee is subject to change from time to time. Any drop ship handling fees are in addition to any freight and other charges.

LIMITATION OF LIABILITY

To the maximum extent allowed by law, Distributor shall not be liable for any special, consequential, punitive, exemplary or incidental damages (including without limitation lost or anticipated revenues or profits relating to the same), arising from any claim relating to these conditions of sale, Products or order(s), whether such claim is based on warranty, contract, tort (including negligence or strict liability) or any other legal theory. In no event will the aggregate liability of Distributor to the Customer exceed the amount the Customer has paid to Distributor for the Products out of which liability arose. To the maximum extent allowed by law, the Distributor shall not be liable for the acts or omissions of any Manufacturer.

WARRANTY

Most products sold by Jane Hamley Wells are warranted against manufacturing defects by the respective manufacturer of the product for a minimum of two years from the date of purchase. No Other Warranties. EXCEPT FOR AN INDIVIDUAL MANUFACTURER’S WRITTEN WARRANTY (IF ANY) NEITHER MANUFACTURER NOR DISTRIBUTOR MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. MANUFACTURER AND DISTRIBUTOR SPECIFICALLY DISCLAIM SUCH WARRANTIES, AND, BY PURCHASING PRODUCTS PURSUANT TO THESE TERMS AND CONDITIONS, CUSTOMER SPECIFICALLY WAIVES ALL SUCH WARRANTIES.

FORCE MAJEURE

Neither Manufacturer nor Distributor shall be liable in any manner for failure to perform its obligations or for any loss, cause of action, damage or expense due to acts of God, war, vandalism, government regulation, terrorism, disaster, curtailment of transportation facilities, strikes, lockouts, boycotts, riots or civil commotion, inability to secure services, goods or materials through normal channels, acts of authorized governmental agencies or any other cause beyond the control of Manufacturer or Distributor.

CONTACT WITH MANUFACTURER

Without the Distributor’s prior written consent, the Customer shall not contact any Manufacturer.

COLLECTION COSTS

In the event that it becomes necessary for Distributor to hire an attorney or otherwise pay any costs or fees in order to collect payment from the Customer, Distributor shall be entitled to collect all such collection costs or attorneys' fees from the Customer.

BRANDING

All trademarks, tradenames, logos, marks, images, copyrights, patents, intangible property and other intellectual Property ("Intellectual Property") related to any Product shall at all times remain the sole property of the Distributor or the Manufacturer as applicable. Customer's use of such Intellectual Property shall be solely for the promotion and marketing of the Products, and such use shall be subject to the approval of the Distributor. Customer shall not private label nor change the name of a Product, nor take any action which may harm or diminish the brand or reputation of the Manufacturer, Distributor or any Product. Customer shall not remove or cover up any label, mark or name which identifies the Manufacturer as the manufacturer of a Product.

GOVERNING LAW; FORUM

Law. These terms and conditions and the transactions contemplated thereby shall be governed in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof.

Forum. Any action, suit or other proceeding initiated in connection with these Terms and Conditions and all transactions contemplated thereby shall be brought only in any federal or state court in the County of Cook, State of Illinois. By purchasing Products through Distributor, Customer submits itself to the jurisdiction of any such court.

ENTIRE AGREEMENT

Except for invoices, order confirmations, and other documents prepared by the Distributor, these Terms and Conditions of Purchase constitute the entire agreement with respect to the Customer's purchase of Products from Distributor, including the delivery thereof, and supersede all proposals, documentation, communications and agreements whether written or oral, or previously or contemporaneously given. These Terms and Conditions control over any other terms or conditions which the Customer may include in its purchase order or otherwise claim.

Live Outdoors. Live Well.™

Live Outdoors. Live Well.™