

SSB Terms & Conditions

2017

Terms:

- Cash with order – cash, check, money order, Visa, MasterCard, Discover, and American Express
- 50% / Net 30 – 50% deposit required. Remaining balance due as product ships
- Open Terms – Net 30 days with approved Credit (first order minimum of \$5,000 required)

Each client must complete an account application either for Credit or for a Cash account. When applying for credit with the Simmons Bedding Company it is very important the completed application with all requested financial information is submitted. Applications with omitted information could result in our inability to grant credit. In the case of LLC's, Simmons requires the names of the investment partners and their credit worthy status. Clients have the option of paying cash for an order to avoid submission of privileged credit information.

Credit Hold:

All accounts are set-up with specific credit terms and a specific credit line. If payments are not received within the account terms, all subsequent orders are subject to credit hold until the account returns to a "current" status.

Change of Order:

All order changes (quantity, address, date) must be sent in writing a minimum of 5 (five) business days prior to the designated ship date. **Verbal requests are not accepted.** This is required to insure acquisition of all the special materials required to make quality hospitality bedding products. In the case of a change that is not communicated to Simmons in the prescribed time parameters, we reserve the right to charge for extra costs. Those charges will be 15% of the order total or \$200, whichever is greater. **Requests for changes to orders in production will not be accepted!**

Minimum Order Charge:

A \$75.00 Minimum Order Fee will be charged for orders of less than 12 sets or 24 pieces.

Freight Charge:

Free tailgate delivery within 300 miles of a Simmons Plant, not including Hawaii, Alaska and Puerto Rico. Any distance over 300 miles the client will be charged for the incremental mileage over 300 miles.

Property must be able to receive a 53' tractor trailer. Delivery in equipment less than a 53' tractor trailer is subject to additional charges to be determined by Simmons. These arrangements must be completed 10 days before shipment of first order.

Driver Wait Time:

Tailgate deliveries include **two (2) hours of driver wait time at no charge.** Requests for additional time may result in additional charges to the client.

Inspection of Delivery upon Arrival:

Upon arrival, Simmons requires that all products delivered be inspected by the client or a designated agent. All discrepancies should be clearly marked on the Bill of Lading. Discrepancies include shortages and damages.

Claims after delivery that were not indicated on the bill of lading will not be accepted. Damaged or incorrect product should be refused at delivery.

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Refusals and Re-Delivery

Any Simmons delivery that is refused in its entirety, not for damage or incorrect product at the point of delivery, will incur freight and redelivery charges. The client may be required to pay charges before the redelivery is scheduled.

Returns & Cancellations:

The following fees will apply to order cancellations; they are based on specific time windows:

- 10 or more business days in advance of ship date – Full refund and no restock fee
- 6-9 business days in advance of ship date – 30% restock fee
- Less than 5 business days in advance of ship date or after production – 60% restock fee

Storage Charge:

Storage charges of \$50.00 per day, per truckload, will apply for orders that are already produced when delivery dates are moved out to a future date.

Drop Trailer Charges:

In the event a client requires a drop trailer during an installation, Simmons will quote the cost for the trailer rental, dead head delivery costs, and any other needs required by the client. A signed Release of Liability is required.

Freight Claims:

Simmons will process a freight claim up to 30 days after the delivery if damages are noted on the Bill of Lading.

Warranty Claims:

In order to file a claim, client must contact Contract Warranty department at : contractwarranty@simmons.com

General:

- FOB Hotel property or designated warehouse
- Lead Time is 3 – 4 weeks
- Simmons pricing does not include sales tax. At the time of order, those taxes will be calculated and added to the invoice, along with the minimum order fee if applicable, and are considered part of the purchase price.
- State Recycling Fees will be assessed as specified in the following site: <http://www.mattressrecyclingcouncil.org/>

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