



## Terms and Conditions

### Orders and Order Acknowledgement

All orders shall be submitted in writing by mail, fax or e-mail and will be confirmed by Dyer Royce Manufacturing, LLC, (hereinafter "Dyer Royce") in writing (faxed, mailed or e-mailed) prior to production. Telephone orders will not be processed until written order is received. Orders are not binding on Dyer Royce until the order acknowledgement is issued. The order acknowledgement is the final expression of the agreement between the customer and Dyer Royce, and supersedes, all prior oral and written statements regarding the order. Customer must immediately notify Dyer Royce of any discrepancy between the purchase order and the acknowledgement otherwise Dyer Royce can accept no responsibility for manufacturing errors. The acknowledgement can be modified only in writing from Dyer Royce, or by an official acknowledgement issued by Dyer Royce.

Telephone (865) 397-7779  
Fax (865) 484-4121  
E-Mail contact@dyerroyce.com

### Placing an Order

When placing an order, the following information must be supplied:

1. Style number and description.
2. Quantity.
3. Wood or metal frame finish.
4. Upholstery selection or COM/COL.
5. Options selected.
6. Desired manufacturing complete or shipping date.

### Quotations

Custom quotations can be made only by Dyer Royce and must be on our official quotation form. No agent, representative or salesman is authorized to change prices, terms or conditions of sale. Quotations are valid for a period not to exceed 60 days unless extended in writing.

Most custom quotations are completed within 48 hours.

### Prices

2020 published prices are list, FOB Dandridge, TN, (unless otherwise stated) and do not include freight to the customer. Because of frequent fluctuations in raw materials Dyer Royce reserves the right to change prices without notice. All orders accepted subject to prices prevailing at time of order.

Prices do not include:

Storage or insurance charges;  
Sales or other taxes; and  
Freight (unless noted), local delivery, un-cartoning or installation.

Freight pick-up hours are normally 9:00 AM – 3:00 PM on scheduled production days. Please call 24 hours in advance for appointment.

### Discounts

All product prices are list and generally subject to discount. Please discuss the discount policy with your sales representative. In areas not covered by a sales representative, discuss the discount structure with Dyer Royce Customer Service. Discounts are based only on accounts in good standing.

### Change Orders

Dyer Royce is not required to accept changes requested after the order acknowledgement. Dyer Royce will make all reasonable efforts to comply with any change request submitted in writing and received in a timely manner and the customer will be subject to additional charges for material, labor, and administration costs.

### Cancellations

Orders may not be canceled by the customer without the prior written consent of Dyer Royce. A cancellation or restocking charge of up to the total amount of the order is applicable on orders canceled. If orders containing customer's own material/leather (COM / COL) are canceled after production has begun, the COM/ COL cannot be returned or credited.

### Production Scheduling

Orders will be scheduled for production only after the following raw materials or information is received:

Formal PO received and acknowledged.  
All specifications approved including drawings and production samples.  
All COM's and/or COL's have arrived. Special finishes have been approved.

Ordering information questions have been answered. Deposit received and/or outside credit approved.

### Minimum Order

Any single order less than a \$2,500 may be subject to additional fees.

### Payment and Credit

Most orders over \$5,000 require a 50% deposit to schedule production. Any order under \$5,000 requires payment in full when placing the order. Dyer Royce provides limited credit terms for select customers only after a credit application is submitted and approved. Outside credit arrangements can be introduced for most orders prior to placing an order.

All invoices must be paid at least two weeks prior to the ship date.

Payments to Dyer Royce can be made using the following methods:

By Check:

**Dyer Royce Manufacturing**  
2866 Beecarter Rd.  
Dandridge, TN 37725

By ACH:

**A link to a third-party processor is included on the invoice.**

By Wire Transfer:

**Contact Dyer Royce customer service.**

Please include the Dyer Royce Sales Order Number on any payment.

Returned checks are subject to a \$35 service fee or the maximum allowed by law. Any amount not paid in full is subject to a 1.5% monthly service fee. The customer is responsible for any collection costs.

### Shipments on Hold

Any shipment date delayed due to the customer will be invoiced on the original scheduled shipment date. Standard terms apply.

Any shipment placed on hold, either by customer request or due to balances owed, will be manufactured per the original ship date. Storage charges will begin to accrue on the day following the scheduled ship date.

### Storage

When merchandise is ready and the Buyer cannot accept delivery, the listed storage charges below will be assessed: (A UNIT is 300 sf. or any portion of 300 sf. For example, 400 sf. is charged as two units).

Loading fee per unit: .....\$200.00  
Storage fee per week or portion of a week. ....\$150.00

Please note: Storage fees are generally charged by a third party and must be paid prior to release of product.

### Manufacturing Specifications

Periodically Dyer Royce makes changes to existing product designs to improve the general construction of the product. The catalog photos and price book specifications may vary slightly from the actual production. All dimensions are approximate and subject to slight variations. Substitutions for certain materials may be necessary due to supplier constraints.



### Designs and Specifications

The products shown and described in the Dyer Royce catalog and price lists are, and remain, the property of Dyer Royce. All dimensions and weights shown are approximate. Dyer Royce reserves the right to make changes in price, dimensions, design and construction without prior notice.

### Intellectual Property

Dyer Royce is considered only the manufacturer of non-standard product provided by Dyer Royce based on a customer's request or specification. It is the customer's responsibility to ensure the proper intellectual property rights are secured. Dyer Royce specifically disclaims any obligation to indemnify or defend the customer, property owner, architect, designer, specifier, agents of the customer or others for claims alleging infringement of trademarks, copyrights, patents, designs or any other issues collectively described as intellectual property.

### Glides

In many cases, glides are removed during photography. All products are equipped with standard glides unless otherwise stated. Upgraded and alternate glides are available at an additional cost.

### Flammability Codes/Foam

All standard Dyer Royce products are manufactured to meet the flammability requirements of California Technical Bulletin #117. Alternative fire barriers or foam with properly treated fabric has been approved by the suppliers to meet the Boston Fire code rating. It is the customer's responsibility to determine local flammability requirements. Some standard Dyer Royce products may be tested and meet the California Technical Bulletin #133 by using available fire barriers and various fabrics. Consult Dyer Royce Customer Service for more information.

### Shipping

All quoted ship dates are approximate. All orders are subject to delay or failure of delivery due to strikes or other labor difficulties, acts of God, war, riot, fire, accident, pandemic, national or global disasters, compliance with government regulations or other causes beyond Dyer Royce's control. Dyer Royce is not liable for any cost associated in shipment or delivery delay regardless of the reason.

### Partial Deliveries

We reserve the right to make partial shipments and invoices covering these shipments are to be paid as due. Certain products are shipped from alternate locations and may not arrive together.

### Claims

Dyer Royce is not responsible for damages or loss in transit. All furniture is shipped at the purchaser's own risk after it has been carefully inspected and securely packed. It is accepted as such by the carrier. Before accepting merchandise from the carrier, customer should carefully inspect all items and note any loss or damage on the delivery receipt. If there is loss or damage, make immediate claim with the delivering carrier. In case damage is concealed and not determined until furniture is unpacked, keep the packing and notify the carrier immediately for an inspection. Failure to make such claim shall constitute acceptance of the merchandise and waiver of any defects, errors or shortages. Dyer Royce will help the purchaser wherever possible to file freight claims.

### Other Claims

All claims against Dyer Royce other than valid warranty claims – including claims for shortages and errors – must be made within ten days after delivery. Failure to make any such claims against Dyer Royce within such ten-day period shall constitute acceptance of the merchandise and waiver of any such shortages, errors or other claims. And claim against Dyer Royce Manufacturing LLC must be made in the jurisdiction of Jefferson County, Tennessee.

### Returns

No return of merchandise will be accepted without written consent and shipping instructions from Dyer Royce. Unauthorized returns will not be accepted and will be returned freight collect. Authorized returns must be made on a freight prepaid basis to Dyer Royce's designated destination and are subject to substantial restocking charges (50% to 100% of invoice amount). Custom order items cannot be returned.

### Materials

Due to the variations inherent in natural materials over which Dyer Royce has no control, all furniture containing leather, granite or wood is sold subject to these normal variations and irregularities of color, surface, grain and texture. Dyer Royce cannot warrant against these natural characteristics occurring. Dyer Royce cannot be responsible for matching color surface, grain and texture or for differences in color or tone between covering material supplied and samples from which choice has been made, nor will Dyer Royce be responsible for matching upholstery for separate orders. Dyer Royce cannot warrant against wear, fading or performance of any covering material.

### Customer's Own Material/ Leather

Dyer Royce reserves the right of preliminary approval for all COM/COL prior to order acceptance. Even after such preliminary approval, Dyer Royce reserves the right to reject COM/COL including, if necessary, application of COM/COL to the selected model. When COM/COL is accepted, Dyer Royce assumes no responsibility for its appearance, durability, color-fastness or any other quality after upholstered on Dyer Royce product.

Prices include labor to apply COM (fabrics and vinyl) or COL (leathers and suede) to Dyer Royce product. At Dyer Royce's discretion, additional yardage, labor charges, or handling surcharges may be required as a condition of COM/COL acceptance. COM/COL delivered to Dyer Royce's factory without preliminary approvals, order acceptance and appropriate identification may be refused and Dyer Royce will accept no responsibility for loss or any other claims.

COM/COL yardage requirement is based on industry averages and may change due to the design of the fabric. If additional COM/COL is required to complete an order, it is the responsibility of the customer to provide the COM/COL to the factory.

### Product Testing

Dyer Royce utilizes top quality materials and mechanisms for the manufacture of its products. Tests for structural integrity can be conducted under BIFMA (Business and Institutional Furniture Manufacturer's Association) guidelines at the customer's request and cost.

### Dyer Royce Furniture Textiles

All other Terms and Conditions of Sale are applicable to the sale of Dyer Royce Textiles except as herein amended or supplemented. Fabrics are computed to the nearest 1/4 yard; minimum order requirement is one yard. Leathers are computed to the nearest full hide; minimum order requirement is one hide. When filling leather orders, Dyer Royce will make every attempt to select full hide sizes to match as closely as possible, but not be less than the specified square footage. Leather is a natural product and hide size varies, some overage should be expected.

### Wood Finish Variation

All items will be manufactured in the standard finish we are running at the time of production. On any order where an exact finish match is required (i.e., replacement or reorders), your purchase order must be clearly marked. These may be subject to custom finish up charges and minimum requirements. Wood owes its inherent beauty to variations in color, grain, and texture, and therefore, these variations are not considered defects. There may be minor variations from one piece of furniture to the next even though they are finished at the same time. Exposure to light and the aging process will cause discoloration of natural wood products. Light finishes on wood will not mask the natural characteristics of wood. Dyer Royce does not guarantee the exact matching of grain, pattern and color.

### Custom Finishes

Custom finishes are subject to additional charges to cover labor and materials. Please check with our factory for the minimum quantities. When matching another furniture manufacturer's standard wood finishes, Dyer Royce is not responsible for variations in their wood samples and/or actual furniture.



### COM Material

Most upholstered items may be ordered using coverings furnished by the customer. Prices in the column under COM refer to customer's own material (fabric and vinyl). Prices listed under COL refer to customer's own leather.

Yardage requirements shown in the price list are based on non-directional 54" material. The following conversion chart should be used to determine requirements when COM is 54" wide and has a repeat.

#### Based on Repeat

REPEAT	PATTERN CUT ACROSS ROLL	PATTERN CUT UP THE ROLL	2-WAY REPEAT
1 - 5"	ADD 10%	ADD 15%	ADD 15%
6 - 9"	ADD 15%	ADD 20%	ADD 25%
10 - 13"	ADD 20%	ADD 25%	ADD 30%
14 - 20"	ADD 25%	ADD 30%	ADD 35%
21 - 27"	ADD 30%	ADD 35%	ADD 40%
28 - 34"	ADD 35%	ADD 40%	ADD 45%

For all COM requirements on fabrics less than 54" wide, please contact our Customer Service Department

Send all COM/COL materials freight prepaid to:

**Dyer Royce Manufacturing**  
2866 Beecarter Road  
Dandridge, TN 37725

Clearly mark all materials with the dealer's name, Dyer Royce Furniture Sales Order acknowledgement number, model number and quantity of item to be covered. Failure to provide the proper information to Dyer Royce will delay processing of order.

On orders specifying COM/COL please supply the following: application instructions for striped/pattern or reversible fabrics. In the absence of special instruction, Dyer Royce reserves the right to use judgment and will apply the fabric in what is determined to be the best manner.

Dyer Royce assumes no responsibility for the flame retardant characteristics of any COM/COL. Customers are solely responsible for making sure that COM/COL complies with all applicable codes and regulations.

**Application of Directional Fabrics** - Due to the upholstering process used by Dyer Royce, some COM fabrics are considered directional that may not be considered directional by the fabric supplier.

All COM's are cut "up the roll" unless otherwise directed by the customer (see below).

When ordering 100 or more chairs in the same COM fabric, your yardage requirement may be reduced. Please contact Customer Service for total yardage requirements.

**Application of Leather** - Published square footage for COL is based on hides measuring a minimum of 50 square feet. Half hides are not acceptable. On smaller hides add 15% to the COL requirement.

All square footage requirements are based on usable footage. The shape of the hide or hides containing excess holes, cuts or other unusable imperfections may make it necessary for us to request more leather after COL is received.

All Dyer Royce standard leathers are high quality, natural materials with a certain degree of variation.

Please note – excess COM/COL will not be stored or returned unless clearly indicated on the acknowledgement and actual fabric shipment label.

### Care and Maintenance

Periodic maintenance is necessary to ensure the durability of the product. The warranty may be voided if the following maintenance procedures are not followed:

**Adjustments:** The product should be examined every thirty (30) days to identify loose screws, missing glides, cracked or broken joints or welds, loose rails, loose joints, loose seat pads, broken casters, cracked laminate or splintered wood.

Wood chairs should not be exposed to extreme temperatures, particularly heat or moisture, near cooking facilities.

To prevent the product from becoming unstable:

Loose screws should be tightened. Missing screws should be replaced. Cracked or broken welds, loose rails and loose joints should be immediately repaired. Missing glides or broken casters should be immediately replaced. Columns should be seated properly on the hub of the base.

To avoid tears and lacerations:

All protruding screws, nails, etc. should be removed. Chipped or cracked laminate should be repaired or replaced.

Wood splinters should be cut-off, sanded smooth and refinished.

If the repair is not immediate the product should be taken out of service.

#### Wood Finishes

Use a hard paste wax on the wood finish every three to four months during the first year of use. After the first year, application should be every six months. Use a liquid cleaner-wax combination to clean the finish. Do not use any abrasive solvent.

Use a wax repair stick to hide scratches. Water spills should be immediately wiped from the surface.

#### Metal Finishes

Wipe with a damp cloth. For stubborn stains and grease marks, use soap and water. Fill chips with touch-up paint to prevent further chipping.

#### Wrinkle, Textured Powder Coat and Hammertone

Wipe with a damp cloth. For stubborn stains and grease marks, use soap and water. Brush the surface with a soft bristled dry brush to remove dirt.

#### Polypropylene Material

Clean with warm water and household detergent. Brush the surface with a soft bristled dry brush to remove dirt. Do not use any abrasive solvent.

#### Fabric

Cleaning methods vary with the type of fabric. Dirt and crumbs can be gently brushed or vacuumed away. Spills should immediately be wiped away with a cloth. A professional service is recommended for overall cleaning.

#### Vinyl

Use a liquid detergent labeled for cleaning vinyl. After cleaning, wipe the surface with a damp cloth using warm water.

#### Vinyl Edges

Use a liquid detergent labeled for cleaning vinyl. After cleaning, wipe the surface with a damp cloth using warm water.

#### Laminate

Apply self-cleaning wax. Wipe surface with a damp cloth using soap or liquid detergent to remove stains. Remove stubborn stains with a damp paste of baking soda. Leave in place then blot away. Do not use any abrasive solvent. Acid based products spilled on the surface should be immediately wiped away then rinsed with water.

The information in this document supersedes and replaces all prior terms and conditions issued by Dyer Royce Manufacturing, LLC (hereinafter "Dyer Royce"). The information contained in the catalogs, specification sheets, flyers and price list is owned by Dyer Royce and should not be reproduced or used without written permission from Dyer Royce. Dyer Royce product is sold throughout the United States and internationally by independent sales companies. Please visit our web site [dyerroyce.com](http://dyerroyce.com) or call (865) 397-7779 to locate the independent sales representative in your area.

Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_