



TERMS AND CONDITIONS

RESERVED RIGHT

Virtu USA reserves the right to change these Terms and Conditions at any time. Any changes will be effective immediately upon posting on the dealer login section of the Virtu USA website. The dealer agrees to frequently review the Terms and Conditions on the website. The dealer is responsible to comply with and communicate all Virtu USA Terms and Conditions to their customers.

DEALER APPLICATION

A dealer must be fully completed and sent to Virtu USA along with a copy of the Reseller Permit/Tax ID card. Completed applications may be emailed to your representative or faxed to 714-892-6809.

CREDIT APPLICATION

A credit application may be completed and submitted for credit check and approval for credit terms.

PRICING SCHEDULE

Prices are subject to change without notification. Virtu USA will strive to provide sufficient warning notice of price changes and provide updated price lists upon request. Please contact your Virtu USA Representative for your dealer price sheet and multiplier.

MAP POLICY

Minimum Advertised Price. The MAP policy is designed to protecting and treating all of our customers fairly by protecting the dealer margins. The minimum allowed advertised pricing is listed on the price sheet. **DO NOT** list pricing lower than MAP. Virtu USA will not tolerate dealers that violate the map policy. Dealers in violating the MAP policy will have their account suspended and possibly terminated at the sole discretion of Virtu USA. A suspension will last for ninety (90) calendar days. The authorized dealer account may be reinstated to active status following the suspension period. A second MAP violation will result in the termination of the dealer account. Any products previously sold by the terminated dealer shall not be warranted by Virtu USA under any circumstance.

TRADEMARKS

The logos and trademarks displayed on the site, are registered and unregistered trademarks of Virtu USA. Nothing contained on the site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark displayed on the site without the written permission of Virtu USA. Unauthorized use of copyrighted, trademarked or proprietary information, images, etc will be aggressively prosecuted. All images on this website, and any other authorized websites displaying Virtu USA products, are copyrights of Virtu USA.

BRAND REPRESENTATION

VIRTU USA has spent great efforts to market the brand and bring awareness to customers. Hence, the VIRTU USA brand must be represented on all VIRTU USA products. Dealers are prohibited from relabeling the product under a different brand, model name and/or model number. In order to ensure customer satisfaction and ease of finding the product, dealers must present the entire and complete product line without absent of any product within the product line. Contents, descriptions and pictures must be updated and accurate to reflect any design change. Failure to represent the brand will result in a termination of dealership. Virtu USA reserves the right to discontinue, alter, modify or redesign products at any time. All dimensions are approximate and subject to change without notice. For the latest up-to-date information on our products, please refer to www.virtuusa.com webpage.

ORDER POLICY

Please include the item number, purchase order, and the method of shipping. All orders must be submitted via email to your designated customer service representative. We will acknowledge and confirm all orders following. Please note that a paper trail is very important for verifying and tracking the status of an order.

LEAD TIME

All products typically ships within 2 business days. Please check your stock update list or call 714-892-6804 for lead time and availability.

SHIPPING AND HANDLING

All of our products and pricings are FOB (Freight On Board) Garden Grove. We will ship the product to you or drop ship to your customer in the Continental 48 United States and Canada and bill you for the shipping charges and any additional fees such as: remote area delivery, storage, and redelivery fees, etc. Consignees living in limited access or limited delivery areas may require additional communications and planning by the consignee. In some cases, the freight may have to be picked up at the shipping carrier's local terminal or other location mutually agreed upon by the consignee and shipping carrier. In such special cases, Virtu USA will not be responsible for any additional coordination, credit to the Dealer or charges from the shipping carrier. Customer arranged pickup is also available with any carrier of your choice. All destination shipments are residential curbside delivery and includes lift gate unless otherwise stated on the purchase order. Note: shipping charges are non-refundable.

IMPORTANT – SHORTAGE & DAMAGE DURING TRANSIT

This procedure is to ensure that you/your customer receive the package in the same good condition as it has left our warehouse. Following this procedure will hold the carrier responsible for any damages that may occur during transit. The freight carriers will call 24 hrs in advanced to schedule a delivery time frame. Please make arrangements to be available to sign for the package or inform authorized personnel of our receiving procedures. Please inspect your order immediately upon arrival before signing for the package. It is your responsibility to inspect the conditions and quantities of your freight prior to signing the delivery receipt. Do not accept the item from the freight carrier if the package arrived heavily damaged. Please inspect the merchandise very carefully before signing. Any damages, outside or inside of the carton, and shortage of package contents must be noted on the delivery slip. Note: If the driver does not allow the proper time for inspecting the package, please write on the delivery slip: "DAMAGED." By signing your name without any notation to the damages (minor or major), you are agreeing on receiving the freight in good condition and exact quantities. We are not reliable for any minor or major damages that are not noted onto the delivery receipt. Any damage found after signing the package clear of delivery will be a refusal for return. In such case, the reseller/buyer/receiver must file the claims directly with the Freight Carrier. VIRTU USA will not be held responsible for filing the claims or replacement of the order once the package has been signed clear of delivery without damaged notations. VIRTU USA will assist with any claims issue by providing all proper documentations to expedite the process. Please keep a copy of the delivery slip for your records.

CLAIMS

Any lost or damaged freight using your arranged carrier must be filed and claimed against the carrier directly. VIRTU USA will file the claims on behalf of our resellers if and only if the freight is shipped via the carrier assigned by VIRTU USA. The reseller is responsible for the costs of replacement items to the end users. The claim results will be forwarded to the reseller and reimbursements will be applied to the original invoice accordingly. Please send a minimum of 3 pictures showing the damages to the product and the original shipping carton. All shipping and packaging cartons must be kept for inspection by the carrier. Missing pallet or packaging cartons may result in a denied claim. We will not accept any claims reported after 5 business days of delivery. Returned packages to be stored at VIRTU USA for claims inspection must be picked up by your company or carrier with 30 days from the first storage day. Items not claimed/picked up from our warehouse after 30 days will become a possession of VIRTU USA and subject to disposal/discard or salvage.

PRODUCT CHARACTERISTICS

Virtu USA reserves the right to modify, alter or discontinue products at any time. All dimensions are approximates and subject to change without notice. Virtu USA bathroom vanities are handcrafted with a 0.5" tolerance on each dimension. Our wood products are hand finished and may vary slightly in color. Characteristics of natural stones may vary in appearance and color from one slab to the next. Natural veining, crystal lining and local crystallization can sometimes be interpreted as defects. Virtu USA does not consider unique characteristics of natural stones a reason for delivery refusal or return. Virtu USA has spent endless efforts to ensure each unit is at least the industry average. All of our vanities go through inspection and quality control at the factory and distribution centers before freight shipment. Virtu USA is not responsible for minor variations in the color or texture relative to the samples and or photos provided. Such minor variations will not be considered a as a reason for return and will be subject to restocking fees Please visit the Virtu USA website for the most current information on our products.

ORDER CANCELLATIONS

Non confirmed purchase orders will be cancelled in 5 business days. Orders waiting for BOL will be cancelled unless confirmed with your customer service representative. There will be a 5% order cancellation fee on all orders paid by credit card. Cancellations can only be made for non shipped items. Canceled items that have been picked up by the carrier will be considered a return.

NEW ITEM RETURN & EXCHANGE

Upon delivery, carefully examine each piece of your products. If you wish to return the product for preference reasons, you must contact Virtu USA's customer service department within 5 business days of your delivery. Returns request will be refused after 5 business days. The delivery fee will not be refunded and a restocking fee of 15% will be assessed. All returns must be in new and non-installed condition with original packaging. Orders returned without a RMA# will be refused. Please contact VIRTU USA to obtain an RMA form. Once the RMA form as been approved, an authorized VIRTU USA RMA # will be assigned to you. You will be given a proper return procedure along with a return address. All Shipping charges: inbound and outbound are non refundable under any circumstances. Note: Virtu USA will not accept or process any returns without the original manufacturer's box and packing materials, no exceptions. Be sure to keep all packaging materials until you are absolutely sure you won't be returning it. Virtu USA is not responsible for repackaging the item for return.

DEFECTIVE ITEM RETURN & EXCHANGE

Manufacturer's defective returns or exchanges must be filed with VIRTU USA within 30 days of receiving the product. Orders returned without a RA# will be refused. Once the RA form as been approved, an authorized VIRTU USA RA # will be assigned to you. You will be given a proper return procedure along with a return address. All defective returns must be in the original packaging. Note: We will not accept any returns without the original manufacturer's box and packing materials, no exceptions. VIRTU USA will inspect the package and its contents for manufacturer's defects as claimed in the RA form. Damaged items due to freight are not a manufacturer's defect as must follow the damage policy. Each vanity is hand crafted and hand painted; hence each piece is unique and varies in color. Natural stone surfaces and hand built furniture characteristics will not be considered a manufacturer's defect. VIRTU USA will repair, replace or refund at our discretion resulting from a manufacturer's defect.

TAXES AND SURCHARGES

Federal, state or local sales taxes, surcharges or governmental fees are not included in Virtu USA's pricing or quotations except when specifically noted in the quotation. Sales taxes will be added to the invoice where applicable unless the dealer provides an appropriate tax exemption certificate.

Company: _____

Buyer's Name: _____

Buyer's Signature: _____ Date: _____