



Paula Grace Designs, Inc.
19875 Naples Lakes Terrace
Ashburn, Virginia 20147
Phone: 703.201.1490
Fax: 703.726.1214
clientservices@paulagracedesigns.com
www.paulagracedesigns.com
www.paulagracedesigns.blogspot.com

Merchandise Purchasing Terms and Conditions

- A. Merchandise to be purchased through Paula Grace Designs, Inc. will be specified in a written Invoice prepared by Paula Grace Designs, Inc. and submitted to the Client. The Invoice(s) will identify each piece of Merchandise, its purchase price, applicable sales tax (VA only), and freight cost to the Client.
- B. No item will be ordered by Paula Grace Designs, Inc. until the 100% of the purchase price is received.
- C. Should the merchandise require a Receiving and Delivery (R&D) Company (e.g. large furniture), the freight cost on the Invoice will be from the vendor to the R&D Company. The R&D Company will schedule delivery of the Merchandise directly with the Client. The Client is responsible to pay the R&D Company directly upon receipt of the Merchandise.
- D. The R&D Company will inspect all Merchandise. Should the Merchandise arrive damaged to the R&D Company, the R&D Company will contact Paula Grace Designs, Inc. Paula Grace Designs, Inc. will contact the client to inform the Client and schedule replacement Merchandise to be sent. The Client will not be responsible to pay any additional freight costs.
- E. Client shall inspect all merchandise upon delivery and advise the R&D Company of any damage or non-conformity in writing at the time. Paula Grace Designs, Inc. reserves the right to fix or replace any damaged piece at no additional cost to the Client.
- F. Should Merchandise be sent directly to the Client, the Client will have **24 hours to inspect**. The Client should not accept any Merchandise that has damaged packaging unless it is opened and inspected upon delivery. Should Merchandise be delivered damaged, Client will call / email Paula Grace Designs, Inc. A picture of the damaged Merchandise is required. Paula Grace Designs, Inc. will order a replacement for the damaged Merchandise. The Client will not be responsible to pay any additional freight costs.
- G. Should the client return any Merchandise purchased through Paula Grace Designs, Inc. for reasons other than damage, the client will receive a 75% refund of the purchase price. A restocking fee equal to 25% of the purchase price is required plus the cost of freight to return the item to the vendor. All returns must occur in the original packaging, and all Merchandise must be unused and undamaged. The refund will occur once the vendor has received and inspected Merchandise and deemed it unused and undamaged.
- H. **Custom merchandise is non-refundable.** Custom Merchandise (CM) will be identified as such on the Invoice(s). All sales of custom merchandise are final.



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- I. Excluding the State of Virginia, any sales tax applicable to Merchandise purchased from Paula Grace Designs, Inc. shall be the responsibility of the Client.
- J. All disputes shall be resolved by litigation in the Circuit Court of Loudoun County, Virginia where Paula Grace Designs, Inc. is located. No credit card payment may be retracted or disputed.
- K. The law of the Commonwealth of Virginia shall govern this Agreement and all performance by either party under this Agreement.
- L. Paula Grace Designs, Inc. shall not be responsible or liable for permits, government appraisals, engineering, architectural services, manufacturing defects, acts of God, or delays or actions of third parties.
- M. Any provision of this Agreement held to be void or unenforceable under any laws shall be deemed stricken and all remaining provisions shall continue to be valid and binding on all parties.