



# Mall Silks HOW TO ORDER

**ORDERING:** Orders are accepted over the phone during our standard business hours of 8 a.m. to 5 p.m. Eastern Standard Time, Monday through Friday. We also accept orders 24 hours a day by answering machine, fax, mail and e-mail. We try to keep most products listed on the website in stock for the quickest possible shipping time. Normal lead time for our "Trees on Real Trunks" products is 2-3 weeks as they are made to order. Most artificial floor plants, blooming plants, grasses, vining plants, foliage picks, and natural elements decor ship in 1-2 weeks if in stock. Custom orders require a longer lead time. If your order is large or requires specific items, more time may be necessary for completion. Please always specify when you need to receive your shipment. There will be a \$5.00 service charge on orders less than \$50.00. We have no minimum order requirements. Also, for all US and International orders, we must have the complete billing and shipping addresses. For International orders, we require that your billing and shipping address be in the same country and that full payment of the order be complete before the order is shipped.

**RETURNS:** All Trees on Real Trunks, Potted Floor Plants, Potted Blooming Plants, Potted Grasses, and Potted Vining Plants sold by Mall Silks that are custom made or individually potted and shaped when they are ordered are considered custom and require prior authorization to return if defective. To return any item you must contact us within 7 days after receiving the item. Defective merchandise will be refunded or replaced including shipping costs at the discretion of Mall Silks. Returned items will be subject to a minimum 25% restocking fee. If you have any other questions, please feel free to Contact us.

**PAYMENT:** We currently accept Visa, MasterCard, Discover and American Express over the phone. We also accept business or personal checks (with prior authorization and shipment after clearance of the check through our bank). All orders require a minimum 50% deposit. To obtain a credit account (for wholesale clients only) in order to carry a balance with Mall Silks, we require that you fill out a company credit information form and send the completed form to our accounting office. Your credit will be reviewed by the accounting manager and you will be contacted to let you know whether or not it has been approved.

**SHIPPING:** Unless otherwise specified, we use FedEx Ground service for all shipments within the 48 contiguous states. We also offer Expedited 3-Day, 2nd Day Air, Next Day Air. LTL Freight and Full Semi-trucks are used for larger orders. Please call for details and for special shipping requests.

**MALL SILKS** 3101 Liberty Avenue, Pittsburgh, PA 15201  
Phone: 1-888-745-5701 Fax: 412-281-4775  
www.mallsilks.com email:sales@mallsilks.com

# MALL SILKS TERMS AND CONDITIONS

## TERMS:

1. All orders require a 50% minimum deposit with Purchase Order unless prior credit approval has been given.
2. For credit accounts, balance is due net 30 days with proper credit approval. All other balances due upon shipment.
3. Overdue balances will be charged 18% apy (1.5%/month) interest charges until balance is paid in full.
4. Shipping is F.O.B. Pittsburgh.
5. Freight charges are a good faith estimate. Client is ultimately responsible for all freight charges.
6. Packaging charges not included unless specified on proposal and will vary by product and order size.
7. Ownership of materials is transferred to the purchasing party when products are loaded into the freight carriers trailer or container by Mall Silks. In-transit damage claims must be made directly with the common carrier. The receiving party is responsible for checking shipments upon arrival to the destination location. Any damage to product must be reported immediately to the common carrier driver.
8. Authorization must be given by Mall Silks before any goods are returned. Preserved products can not be returned. Custom products can not be returned. All international orders (orders outside of the contiguous 48 US states) can not be returned. Custom and/or altered products can not be returned or discounted. All other orders are subject to a minimum 40% re-stocking fee. Client is responsible for all shipping charges to and from shipping destination for all orders, returns, & exchanges.
9. If customer delays occur on shipping dates of large orders, storage may be charged.
10. Prices, quantities, and colors are subject to change without notice.
11. Mall Silks will support price protection of quotes given, providing the quotes are on file in its office at Pittsburgh, PA, and have been agreed to and approved, in writing, by any of the company's officers.
12. Decorative containers sold separately.
13. Prices subject to availability.
14. Inherent Fire Retarded Material will meet the NFPA 701-1999 standard.
15. Topical Fire Retarding is 30% additional to catalog prices. If items are topically treated, special care will be needed cleaning the plants & trees. Re-treatment after cleaning may be required.
16. Standard order takes 2-3 weeks to ship out depending on size, quantity, and availability. Production timeline for custom orders will be determined with each order.

**FREIGHT:** Freight estimate is based on delivery to site zip code.

**PRODUCTION:** A production time of 2-3 weeks is needed for most orders. This does not include shipping time. If construction timeline warrants a rush order, please advise ASAP to see if accommodations can be made.

**GENERAL NOTES/DISCLAIMER:** All trees and plants come standard potted in black plastic nursery grow pot or are shipped with a sonotube construction tube base filled with concrete and PVC sleeves (unless otherwise noted above). Plants are packed for shipping and may need final shaping at installation site to achieve desired look. In stock items vary with availability. Heights listed are overall height from base of container to top of tree/plant unless otherwise specified. Plants and trees are not Fire Retarded unless specified on proposal. It is recommended that all silk and preserved materials be dusted at least one time per month and a thorough cleaning one time every six months to maintain good visual appearance. Cleaning should be done using a cleaner specific for silk and/or preserved plant materials. In addition to cleaning, all trees should be inspected at least once per year for broken/rotted limbs, standing water around the trunk (this could cause a safety hazard if the trunk is decaying), and any other safety concerns.

Mall Silks is in no way responsible for the care or maintenance of the trees, handling of the trees during installation and/or any damage that may occur to an individual or property as a result of any type of neglect and/or wear of the tree and therefore will not be responsible for any damages to an individual or property. It is the responsibility of the property owner to schedule routine checks to make sure products are secure and in good condition. Mall Silks recommends that all trees be re-placed after a maximum of 12 years. It may be necessary to replace trees earlier if conditions warrant. All natural products are prone to fungus, mold, and natural breakdown of the product. Mall Silks can not guarantee the performance of any natural product. Specifically, natural limbs may crack in transit to the job site and natural bamboo may split because of the product drying out. For this reason, no products using natural materials can be guaranteed and are sold as is.

**SAMPLES:** Up to five in-stock samples of branches, leaves, and flowers are available for size, shape, quality, and color information. Only parts of leaf picks are available for free sample. More than five samples are subject to charge. Pre-made items are not available for sample. Single sample assemblies are available at current list or wholesale cost depending on client type. Samples are subject to handling and freight charges.

**CUSTOM ORDERS:** All custom orders must have samples produced at the cost of the requesting party to insure the product(s) is an accurate representation of the desired custom order. Every effort is made to produce the product(s) that the client wants. Therefore, custom orders are not returnable.

**LIMITED WARRANTY:** Mall Silks warrants its products to be free from original defects in material and workmanship for the period of one year for artificial plants and trees. During the warranty period, Mall Silks will provide material to repair or replace products which are proven to be defective with proof of purchase. Only products which have been installed in a controlled interior environment will be covered under this warranty. The warranty does not cover damage caused by any of the following: abuse, improper use, improper handling, negligence, accident, modification, changes due to improper cleaning methods, failure to maintain normal environmental conditions, or changes caused by exposure to sunlight. Warranty does not cover damage due to accidental watering of plant or tree trunks. Mall Silks' liability shall be limited to an amount not greater than the original purchase price of the product(s). Mall Silks shall not be liable for any special, indirect, incidental, or consequential damages relating to the purchase, performance or use of its products. Any and all court proceedings involving Mall Silks products or services shall take place in Allegheny County, Pittsburgh, PA.

All Proposals are only valid for 30 days from proposal date. All freight estimates are only good for 1 week.

