

Westminster Teak Trade Account Terms & Conditions

Effective Date: January 1, 2025

These Terms and Conditions (“Terms”) govern the establishment and use of trade accounts (“Account” or “Accounts”) provided by Westminster Teak, Inc. (“Westminster Teak”, “we”, “us”, or “our”). By submitting a trade account application and/or using your trade account, you agree to be bound by these Terms. If you do not agree, you must not apply for or use an approved trade account.

1. Eligibility Criteria

1.1 Who May Apply

Trade accounts and the exclusive wholesale pricing provided thereunder are available only to entities and individuals that meet the following criteria:

Retail Stores: Entities operating a physical or online storefront with valid business registration.

E-Commerce Businesses: Entities operating on major, pre-approved marketplaces (e.g., Amazon, Wayfair) with a verifiable, substantial presence. Independent resellers and unauthorized third-party sellers are excluded.

Commercial Clients: Interior designers, architects, contractors, and trade professionals involved in large-scale or commercial projects such as hospitality and corporate offices.

Independent Designers: Trade professionals with an active and verifiable project portfolio.

Applicants who possess a valid business license, retail sales tax certificate, or other official credentials but do not fully meet the above eligibility criteria may still purchase our products; however, such purchases may be subject to minimum order requirements at Westminster Teak’s discretion.

1.2 Required Documentation

To verify eligibility, applicants must submit the following:

Retail/E-Commerce: Valid business license, retail sales tax certificate, or equivalent, and evidence of a physical storefront or active website.

Commercial Clients and Independent Designers: Valid professional license or certification (e.g., architect, designer license), portfolio or project documentation, and business registration as applicable.

All trade account applications are subject to Westminster Teak's sole discretion and approval.

1.3 Right to Request Additional Information

Westminster Teak reserves the right to request additional documentation or information at any time to verify eligibility.

2. Pricing and Shipping Terms

2.1 Wholesale Pricing

Approved trade account holders are entitled to exclusive trade partner pricing. These rates are reserved solely for accounts meeting the eligibility criteria outlined above.

2.2 Trade Discount Exclusions

Trade discounts do not apply to the following:

- Made-to-Order (MTO) fabric up-charges
- Customer's Own Material (COM) cushions
- Furniture covers
- Teak care products
- Teak finishes

2.3 Price Changes

Westminster Teak reserves the right to modify prices at any time without prior notice. We will make reasonable efforts to inform account holders of significant pricing changes.

2.4 Freight and Shipping Terms

Shipping rates are estimates; final charges will be confirmed once order details are finalized.

Free shipping is not provided. Customers are responsible for all applicable freight charges.

Additional fees apply for white glove delivery, remote locations, or shipments outside the continental U.S.

All freight charges must be accepted prior to dispatch.

2.5 Finish Samples, Fabric Samples & Shipping Charges

Finish samples and fabric are available upon request. Charges for samples and bulk orders are based on shipment size, weight, and destination. All sample charges are fully refundable upon placing a furniture order.

3. Order Fulfillment & Shipping Terms

3.1 Order Processing

Orders will be processed only upon receipt of full payment, unless credit terms are pre-approved. Special shipping instructions must be provided at the time of order placement.

3.2 Shipping Liability and Risk of Loss

Risk of loss transfers to the customer upon delivery to the freight carrier. Westminster Teak is not liable for delays or damage due to external factors. Customers using alternative freight providers assume all transit risk.

3.3 Shipping Damage and Discrepancy Reporting

Inspect shipments upon delivery. Report visible damage, discrepancies, or missing items in writing within seven (7) business days with photo documentation. Failure to do so may void claims or warranty coverage.

4. Payment Terms

4.1 Accepted Payment Methods

- Bank transfer or electronic funds transfer
- Check (must clear before shipping)
- Major credit cards
- Any method pre-approved by Westminster Teak

4.2 Prepayment and Credit Terms

Unless otherwise agreed in writing, full payment is required before shipping. Credit terms are subject to approval and separate agreement.

4.3 Late Payment and Account Delinquency

Late payments may incur penalties and result in account suspension. Orders may be held until outstanding balances are cleared.

4.4 Payment Disputes

Disputes must be submitted in writing within five (5) business days of the invoice. Undisputed charges remain payable during dispute resolution.

5. Returns & Exchanges

5.1 Return Eligibility

Returns are accepted only for items that are defective or incorrectly shipped and must be reported within 30 calendar days of receipt.

Please note the following conditions:

- The 30-Day Money Back Guarantee displayed on the Westminster Teak website applies only to Standard Delivery orders within the Continental USA.
- This guarantee does not apply to Resellers, or Commercial Project Orders.
- Free return shipping is not available for Trade, Reseller, third-party, or high-volume/commercial orders.
- White Glove Delivery (WGD) service fees and standard shipping charges are non-refundable for all trade returns.

Exception:

As a courtesy, Westminster Teak will extend free return shipping for small residential design projects fulfilled through trade partners. This is evaluated and approved on a case-by-case basis and is intended to support trade professionals serving individual private clients.

5.2 Return Authorization and Process

Return authorization must be obtained in writing from Westminster Teak prior to the return of any merchandise. Returned items must meet the following conditions:

- Be unused and in resalable condition
- Include all original packaging and documentation
- Be shipped at the customer's expense, unless otherwise agreed upon in writing

Returns for Commercial Projects may be refused or subject to a restocking fee of up to 20%, at Westminster Teak's discretion.

5.3 Non-Returnable Items

The following items are non-returnable unless proven to be defective:

- Made-to-Order (MTO) fabrics and custom cushions
- COM (Customer's Own Material) orders
- Furniture covers
- Teak care products and teak finishes

5.4 Refunds and Exchanges

Refunds or exchanges will be processed only after inspection and approval of returned goods. Westminster Teak reserves the right to deny refunds or exchanges if items are found to be used, damaged, or not in resalable condition.

- Processing time may take up to 14 business days from the date of receipt.
- Shipping fees, including White Glove Delivery (WGD) charges, are non-refundable.
- Any applicable refunds will be issued to the original method of payment or as store credit, depending on agreement.

5.5 Policy Precedence and Updates

These return and exchange policies apply exclusively to Trade Partner accounts and supersede any return-related information found on the Westminster Teak public website or consumer-facing materials.

Westminster Teak reserves the right to update or modify this return policy at any time. Trade partners will be notified of substantive changes.

6. Warranty Terms & Conditions

6.1 Domestic Use

Lifetime structural warranty on solid teak furniture for residential use only. This warranty covers defects that affect function; cosmetic issues are excluded. Westminster Teak may repair, replace, or compensate at its discretion. Assembly and disassembly are the customer's responsibility.

6.2 Commercial Use

Three (3) year warranty on furniture for approved commercial use (except umbrellas: one year). Use must be declared at the time of order.

6.3 Warranty by Material Type for residential use only:

- Solid Teak Furniture: Lifetime
- Teak Tiles & Planter: 5 years
- Stainless Steel: 5 years
- Textiline®: 3 years
- Synthetic Wicker: 3 years
- Sunbrella® Fabric: 5 years
- Cushions/Parasols: 1 year (stitching only)
- Brass: 3 years

6.4 Exclusions

Excludes wear, misuse, natural weathering, improper assembly or modifications.

6.5 Custom Cushions & COM

All custom or COM sales are final unless manufacturing defects are confirmed.

6.6 Concealed Damage

Must be reported within 7 days with supporting images and packaging retained.

6.7 Remedies

At Westminster Teak's discretion: repair, replace, or refund. No liability for incidental or consequential damages.

7. Account Usage & Termination

7.1 Authorized Use

Trade accounts are for approved business purposes. Misuse, including sharing credentials, may result in termination.

7.2 Suspension/Termination

Accounts may be suspended or terminated for violation of terms, late payments, or misuse.

8. Confidentiality

8.1 Confidential Information

All pricing, products, and trade information is confidential.

8.2 Disclosure

Unauthorized sharing may result in account termination and legal action.

9. Uncollected Goods & Storage Policy

9.1 Shipping Timeline

In-stock orders generally ship within 3–5 business days unless otherwise arranged.

9.2 Holding & Deposits

Orders held >30 days: 50% non-refundable deposit required.

Orders held >90 days: Full payment required; shipping may change based on final cost.

9.3 Maximum Holding & Forfeiture

Orders unshipped/unpaid after 120 days may be cancelled; deposit forfeited.

9.4 Extension Requests

Written requests may be granted at Westminster Teak's discretion.

10. Amendments

These Terms may be updated at any time. Revisions will be communicated to account holders and posted on our website.

11. Entire Agreement

These Terms constitute the entire agreement and supersede all prior understandings.

Acknowledgment

By applying for or using a trade account, you acknowledge and accept these Terms & Conditions.

Contact

Westminster Teak Trade Support

Phone: 1-888-592-8325

Email: trade@westminsterteak.com

Signature Confirmation

By signing below, I confirm that I have read, understood, and agree to Westminster Teak's Trade Account Terms & Conditions.

Name: _____

Company: _____

Title: _____

Email: _____

Signature: _____

Date: _____