



## TERMS OF SALE

ALL SALES ARE FINAL UNLESS SPECIFIED OTHERWISE AND AGREED TO IN WRITING BY KINGS FINE ART & DECOR. WE ARE NOT RESPONSIBLE FOR GOODS DAMAGED IN TRANSIT. A MINIMUM FEE OF \$50 WILL BE CHARGED FOR EACH BOUNCED CHECK. A SERVICE CHARGE WILL BE APPLIED TO PAST DUE INVOICES AT THE RATE OF 1.5% PER MONTH, 18% PER ANNUM PLUS REASONABLE COSTS OF COLLECTION AND ATTORNEY'S FEES UNTIL PAID. A COMPLETE LIST OF OUR TERMS OF SALE MAY BE FOUND ON OUR WEBSITE [WWW.KINGSFINEARTDECOR.COM](http://WWW.KINGSFINEARTDECOR.COM). EVERY ORDER YOU PLACE IS CONDITIONED UPON AND CONFIRMS YOUR ACCEPTANCE OF OUR TERMS OF SALE. WE RESERVE THE RIGHT TO MODIFY OUR TERMS OF SALE FROM TIME TO TIME WITHOUT NOTICE.

## TERMS AGREEMENT

**WHOLESALE PRICES:** Prices are listed by item number and priced in US dollars. Prices are subject to change without notice.

**MINIMUM ORDER REQUIREMENT:** \$500 - Initial Order. \$350 - Reorders. Orders below minimum are assessed a \$25.00 Below Minimum Fee. Please note: Product cannot be added to previous orders in house.

**CREDIT CARDS:** We accept Visa, Master Card, American Express and Discover.

**CREDIT TERMS:** First orders are accepted on a prepaid or credit card basis. Prepaid orders require a check or wire transfer prior to shipping. Please include the account name, account number, billing address and expiration date on credit card orders. Credit card is charged at time of shipment.

**INTERNATIONAL & PROFORMA ORDERS:** All international orders are sold on 'Ex-works' basis. Customers should make all shipping arrangements with their own freight forwarders. A 50% deposit on the order value (including freight) will reserve product on international orders. Order will be picked, packed and shipped when inventory value on hand reaches the deposit amount. Customer will be notified of remaining balance and, when these funds are received, the balance of order will begin to be prepared for shipment. To avoid sales tax on international orders, a valid proof of export is necessary to be received by Global Views within 30 days of invoice. All goods exported to Mexico through the Border States (TX, NM, AZ and CA) should use the BORDER STATES UNIFORM FOR RESALE CERTIFICATE in lieu of proof of export documents. Proforma orders are considered 'on hold for confirmation' until a deposit is received. Payments on international orders can be made by credit card or bank transfer of funds. International orders paid by credit card are not subject to any additional service fees. International orders paid by wire transfer will be charged a \$30.00 bank service fee. Canceled orders that have been packed are subject to a 25% restocking fee.

**NET 30 TERMS:** The privilege of net 30 terms is offered to customers who have submitted a satisfactory credit application with references - available for second and subsequent orders. Net 30, according to our interpretation, means payment is due within 30 days of the invoice date. Any past due balance will be assessed an annual finance charge of 18%. Future in-house orders will not be released for shipment until all past due balances are paid in full, including finance charges. Should it become necessary to refer the account balance to a licensed collection agency or attorney for legal action, all subsequent charges and legal fees shall be paid by the applicant.

**DELIVERY:** Global Views is a ship as ready company. In stock items are generally shipped within 5 working days from date of an order with complete information. Order acknowledgments are provided at the time of order placement. For orders requiring expedited processing see below:

**Rush Fee (\$35.00)-** Rush orders will be processed and shipped within 3 business days.

**Hot Rush Fee (\$75.00) -** Hot rush orders will be processed and shipped within one (1) full business day after receiving paid order. We will do our very best to meet your requested date; however, it is not guaranteed based upon order size, delivery requirements, etc.

**Below Minimum Fee (\$25.00) -** Re-orders below \$350.00.

**Drop Ship Fee (\$25.00) -** Shipments going to any address other than a customer's own location, warehouse, or receiver will be considered a drop ship and will incur an additional fee for service.

**Oversized:** Items marked Oversized will ship LTL on a pallet and cannot go by small package. In addition to size and/or weight, very fragile items may be required to ship this way as well.

**Crated:** Items marked Crated will ship LTL and will arrive on a framed wooden pallet requiring either a dock delivery (no additional expense) or a truck with a liftgate which may incur additional freight expense.

**BACKORDERS:** Every effort is made to ship product as quickly as possible, but occasionally items are backordered. As soon as the items become available, they are shipped without notice. Backorders less than \$50.00 or older than 6 months will be canceled. If you have any instructions regarding backorders, please indicate when the order is placed.

**SHIPPING:** Most orders ship via UPS (our preferred Carrier) or FedEx. Larger items and volume orders will be shipped via common carrier. We reserve the right to select the carrier of our choice. All LTL shipping and handling charges from our dock are prepaid, FOB - Dallas TX. All shipments are packed carefully using standard approved packing methods. Residential delivery and commercial non dock and/or special handling by an LTL carrier will incur additional charges.

Customers preferring to use their own carrier agree to assume responsibility for all transportation charges. Any claims for damaged or lost shipments that were customer routed must be handled directly between customer and their chosen carrier.

**DAMAGES/SHORTAGES:** Upon receipt of your shipment, please count the number of pieces (skids/crates) and cartons against the quantity on the delivery receipt. The shrink wrap should be intact, but if not, this may be a sign of shortage in your shipment. If a shipment arrives intact with no visible damage, the shipment should be received. The carrier will NOT allow inspection of a shipment received

with no visible damage. If a shipment arrives with any obvious damage, you are entitled to refuse the damaged shipment. Please note on the DR (delivery receipt) the type of damage, shortage, or if the shrink wrap is not intact, in order to facilitate claims. Please report all concealed damages within 48 hours of signing the DR to avoid denial of claim. Please submit a complete claim form to [customerservice@globalviews.com](mailto:customerservice@globalviews.com) with images of the damaged item and the shipping box. If you are not refusing the shipment, please keep the damaged item with all original packaging until the claim is resolved. If delivery receipt is not signed with details of any shortage or damage, Global Views reserves the right to refuse responsibility. Please make sure your receiving facility follows the above guidelines in order to avoid additional fees and/or delays in claim settlement.

**RETURNS:** No returns or damaged merchandise will be accepted without a Return Authorization (RMA) issued by our Customer Service Department first. Returns for reasons other than shipping damage or manufacturer defects are subject to a 25% restocking fee plus shipping and handling charges both ways. All merchandise must be returned in original condition for credit.

#### SHIPPING & SERVICES

We work hard to ensure your goods arrive safely. Please take a moment to review the basics of shipping.

1. Parcel services such as UPS (our preferred Carrier) and FedEx are utilized for smaller orders that are not fragile and meet parcel size requirements. These carriers can also provide overnight and express shipping at higher rates. All parcel residential shipments are shipped direct signature required.
2. Less than truckload (LTL) carriers, also known as common carriers, provide transportation for palletized goods or items with size and weight dimensions that exceed parcel carrier limits.
3. Third Party Prepaid Billing is available by customer request.
4. Accessorial charges are ancillary costs levied by LTL carriers for additional services such as:

**RECONSIGNMENT/REDELIVERY:** A re-consignment fee will be applied to the shipment whenever an address change is made after a tracking number has been assigned and/or it has left the Global Views warehouse. LTL or common carrier re-consignments are subject to a \$70.00 base fee. If delivery was attempted, additional fees will apply. If the shipment has to change destination terminals, additional freight charges will apply. Parcel re-consignments are subject to a \$35.00 per carton fee, as well as additional fees for transportation charges when applicable. **Redelivery:** A LTL/Common Carrier shipment is subject to a redelivery fee after an appointment was set up and the delivery attempt was made, but the consignee was not available to receive shipment. Redelivery fees are charged at \$80.00 for each attempt made.

**REFUSED SHIPMENTS:** All refused shipments are subject to a 25% restocking fee and shipping charges both ways. Global Views reserves the right to generate invoices associated with these costs.

5. White Glove Service is offered by specialty providers for an additional cost. This service is normally used for larger, heavier, more expensive items that require special handling. (See details below.)

#### ADDITIONAL SERVICES

Rush Fee (\$35.00) - Rush orders will be processed and shipped within 3 business days.

Hot Rush Fee (\$75.00) - Hot rush orders will be processed and shipped within one (1) full business day after receiving paid order. We will do our very best to meet your requested date; however, it is not guaranteed based upon order size, delivery requirements, etc.

White Glove - Items noted in our catalog with a White Glove symbol (±) require special handling and will only be shipped via a White Glove service. These pieces include but are not limited to wood cabinets, chests, tables, writing desks, certain glass pieces, mirrors, and other items that need special handling to ensure safe delivery. White Glove Service details are as follows:

All locations except New York City (5 Boroughs)

\$329.00 in addition to base freight charge

New York City (5 Boroughs)

#### DOMESTIC ORDERS

\$5,001•    \$2,001•    \$1,001•    \$351•

\$359.00 in addition to base freight charge

ZONE            STATES            >\$10,001+

\$10,000    \$5,000    \$2,000    \$1,000

<\$351

- Lift-gate service
- Inside delivery - room specific
- 2 to 3 person delivery from 8AM to 6PM
- 2 flights of stairs included
- Unpacking & debris removal
- 30 to 45 minutes on site
- Light assembly using an adjustable

wrench & screw driver (non-electrical)

Drop Ship (\$25.00) - Shipments going to an address other than a customer's own location, warehouse, or receiver will be considered a

drop ship and will incur an additional fee for

Local	DFW Metroplex (13 Counties)	4%	5%	6%	7%	10%	35%
1	TX	9%	10%	11%	13%	15%	35%
2	AL, AR, CD, FL, GA, KS, KY, LA, MO, MS, NM, OK	12%	13%	14%	16%	19%	35%
3	AZ, IA, IN, MI, NC, NE, OH, SC, TN	13%	14%	15%	17%	20%	35%
4	DE, ID, IL, MD, MN, NV, PA, UT, VA, WI, WV, SD	15%	16%	17%	19%	23%	35%
5	CA, CT, DC, MA, ME, NY, NJ, NH, RI, VT, ND, WY, MT, 35% OR,WA	17%	18%	19%	21%	25%	
6	New York City (5 Boroughs)	17%	18%	19%	21%	25%	35%

#### CANADIAN ORDERS

>\$7,001• >\$4,001• \$2,001• \$751•

service. Certain states require the requisite tax

ZONE CANADIAN ZONES BY PROVINCE >\$10,001+

\$10,000 \$7,000 \$4,000 \$2,000

<\$751

documentation to allow shipments to be drop shipped within their borders. Global Views requires valid tax documentation to avoid sales tax.

Redelivery Fee: \$80.00 each attempt.

1	AB, BC, ON, QC,	11%	13%	15%	16%	20%	50%
2	MB, NB, NF, NL, PEI, SK,	12%	14%	16%	17%	21%	50%
3	YT, NT, NU, NS	16%	18%	19%	21%	23%	50%

...CANADIAN PERCENTAGES INCLUDE FREIGHT CHARGES ONLY.

...CUSTOMER MUST PROVIDE CUSTOMS BROKER INFORMATION WHEN PLACING AN ORDER.

\*\*Additional charges may apply to locations that are considered remote or restrictive access areas by our white glove providers. We will notify of additional charges before shipping for approval. Previously undisclosed delivery issues at destination may cause additional fees, e.g. building elevator size will not accommodate product, more than the allotted number of flights of stairs, structural restrictions, building restrictions, etc.

please note: Global Views reserves the right to make changes at any time according to business needs

Standard Delivery Options provided by the Zone Shipping System include: UPS, FedEx Ground, FedEx Home Delivery and LTL Delivery. Remote Shipment locations in the US, Express Services, Overnight Services, White Glove Service and Guaranteed Delivery Date will incur additional charges. States and Provinces not listed including US postal codes beginning with 0253, 02555, 0258, 0257, 0639, 1196 and 4343 will be billed actual shipping charges. We are unable to combine sales orders for domestic shipments.

For shipments requiring White Glove Services, the fee of \$329.00- \$359.00 will be added to the base freight

1 cost, and any other special handling fees if applicable.

GLOBAL VIEWS & STUDIO A I HOME/ 888.956.0030

## Terms of Sale

1. Under the terms of sale that follow, Kings Fine Art & Décor ("Kings") is the "Seller," the person or company being billed is the "Purchaser." The acceptance of a sales order by Seller or purchase by Purchaser, is contingent on the acceptance of the following terms and conditions. Purchaser agrees that the following terms and conditions shall constitute the complete and final agreement between Seller and Purchaser in respect of any order or purchase.
2. Seller's pricing and inventory are subject to change without notice at any time. As a result, if your order is cancelled for any reason, you may not be able to purchase the same item you originally ordered, and if the same item is available, it may not be available at the same price of your original purchase.
3. All orders are accepted on a deposit-with-order basis. In the case of custom orders, a minimum of 50% deposit will be due. In the case of in-stock/floor merchandise, a 100% deposit will be required to hold the item. Any balances due on any order received by Kings shall become immediately due and payable upon delivery of the item to Kings or Purchaser's agent. No pick-up or delivery may be scheduled until any remaining balances have been paid in full.
4. Purchaser's returned check will be subject to a \$50 service charge per instance.
5. All lighting and accessories imported and sold by Kings, all stretched and/or framed art constituting the Kings other than fabric is given a limited warranty by Seller against any defects in workmanship or material for a period of 12 months after delivery is made. All fabrics are first quality and have been selected from reputable mills, but since there is no warranty available from the mill concerning wearability, dye or color fastness, Seller specifically does not extend any warranty on fabric. Seller reserves the right to repair or replace defective merchandise at its option. Seller will not accept charges for local repairs unless prior authorization has been given. Any complaints regarding delivered merchandise must be made promptly to Seller by the Purchaser and must be made within five days of receipt of merchandise. This warranty is in lieu of all other warranties, including but not limited to warranties of merchantability and fitness for a particular purpose. Seller disclaims any responsibility for special, consequential or incidental damage.
6. This order is not subject to cancellation. In the event that an order must be canceled due to extenuating circumstances not under control of Purchaser, Seller shall have the right to charge a cancellation fee of 30% of the order or portion of the order that has been canceled. Order changes may be made only if feasible and at Seller's sole option. No orders may be canceled or modified once they have entered production.
7. This order is not subject to return. Seller, at its option, may accept return of non-custom product with a restocking fee of 30% plus freight. No returns will be accepted without written authorization. Custom produced product may not be returned for any reason.
8. Orders are not subject to cancellation for reason of fires, strikes, lockouts, production interruptions, late delivery, floods, labor disputes, acts of sabotage, force majeure or other causes beyond the Seller's control nor shall such delays constitute a breach of this contract.



9. Seller's standard practice is to ship all sold orders complete. No framing will begin until all materials (i.e. frames) are on premises. Purchaser may designate an order to ship as ready, and must specify it on the purchase order.

10. Shipments made from Seller to the Purchaser (or its customer or agent) will be made on carriers licensed by the ICC, unless other mutually satisfactory arrangements are made between Purchaser and Seller. Title and risk of loss shall transfer to Purchaser upon delivery of goods to a third-party carrier, to Purchaser or to Purchaser's agent. Seller shall not be liable for any delay in delivery, or failure to deliver, due to any cause beyond the Seller's control.

11. If the carrier requires shipments to be made on a prepaid basis, Seller will bill all such charges to Purchaser. It is Purchaser's (or Purchaser's customer's or agent's) responsibility to inspect all such merchandise and to note any obvious damages on the freight bill before signing for the shipment. It is Purchaser's (or Purchaser's customer's or agent's) responsibility to file any damage claims with the carrier and, in the event of concealed damage, to notify the carrier, obtain an inspection and then file a claim with the carrier.

12. Yardage specified for upholstered furniture is generally based on 54-inch width fabric or material requiring no matching. Narrower widths or repeat patterns will require additional yardage. Seller cannot be held responsible for discrepancies in material's quantity, measurement and suitability. Purchaser must provide direction for application of fabrics and trimmings; if no directions are received, the order will be held.

13. Seller makes no guarantee for color fastness or wearing quality of fabrics and/or trimmings. Fabrics are applied to frame with no expressed or implied warranty of merchantability. Seller is unable to honor requests for adjustments, claims or credits for fastness or wearing quality.

14. Seller's products incorporate a variety of natural materials and many handcrafted elements, such that each piece has unique characteristics and minor variations not to be considered defects.

15. Purchaser must maintain its payables to Seller in good order. Seller has the right to hold production and/or shipments at any time Purchaser's account is not in good standing.

16. The use of a credit card for the deposit constitutes an authorization for Seller to submit any balance due on delivery to that credit card, unless a different form of payment is selected prior to the date of delivery. If paying by credit card, Purchaser shall submit a credit card authorization to be kept on file by Seller for any subsequent payments due on any order. It is Purchaser's responsibility to update its credit card authorization in the case that Purchaser's information changes. Kings does not charge a fee to use a credit card.

17. All orders and special requests must be in writing. Seller will not accept payments, instructions, or claims with regard to this order from a customer of Purchaser without Purchaser's written approval. As new materials and methods are developed, which will result in an improved product the Seller reserves the right to their application without notice.

18. Any controversy or claim against Seller or its affiliates and arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except that the locale of the arbitration shall be in

Atlanta, Georgia. Judgment upon the award rendered by the arbitrator(s) will be final and may be entered in any court having jurisdiction thereof.

19. If any provision of these terms and conditions are held to be invalid, the remaining provisions shall remain effective.

## Terms & Conditions

### TERMS

Default payment terms are Proforma. Terms of NET THIRTY DAYS from date of invoice require a credit review and approval. Shipments are F.O.B. Bethpage, N.Y., F.O.B. Anderson, S.C., or F.O.B. Poole, England.

### PRICES

Pricing for trade accounts only can be found online at [kravet.com](http://kravet.com). Prices are subject to change without notice. All shipping and special processing charges are additional.

### ORDERING

When placing an order be sure ALL information is provided, including pattern name or number, color, all shipping instructions and sidemarks.

If an exact color match is required, please request a cutting of present stock for approval (CFA) or send a cutting to be matched.

Color variations often cannot be avoided from one dye lot to another.

Time can be saved if you specify the end use for which the fabric is intended; and if it is for draperies, please specify the lengths needed.

Please make a note for Multiple Width Draperies-Fabric, unlike paper, is not a completely stable substance; therefore it cannot be guaranteed when it is printed, the pattern will invariably be completely "square" upon the cloth.

Although every effort is made when printing to avoid distortion, occasionally it will exist. Therefore, when planning multiple-width draperies, please make certain, BEFORE CUTTING, that pattern alignment is adequate to produce a satisfactory end result.

### NOTE: MINIMUM ORDER (2) TWO YARDS

Please specify shipping instructions if a particular carrier is preferred. If no instructions are provided, shipments will be routed by the carrier we deem most expedient.

## INQUIRIES

When inquiring about an order always be sure to reference the pattern name and number, color and yardage required.

## RESERVES

Reserves placed on fabric will be honored for 7 calendar days. Pro-Forma fabrics will be held for 14 calendar days.

Cuttings for approval (CFA) will be held for 14 calendar days after being sent from our warehouses.

## MEMO SAMPLES

Memorandum samples are available on loan upon request. It is a Decorative Fabric Association requirement that memo samples be returned within thirty days. A pre-paid return envelope is provided with each memo shipment.

## RETURNS & CLAIMS

No returns for Fabric, Trimming or Wallcovering will be accepted without a written return authorization from Kravet Inc.

Return authorization requests must include the invoice number, date of invoice and reason for the return. All requests for return and credit must be made within 30 days of the invoice date.

Fabric cannot be returned for credit after it has been cut. Yardage must be inspected for flaws and correctness of pattern, color, quantity and quality.

Fabric cannot be returned for credit if it has been processed by the purchaser in any way.

No returns or cancellations will be accepted on any custom product or special order items once the order is in production.

Since color variations often cannot be avoided from one dye lot to another, we will not issue a credit for dye lot variations. If an exact match is required, please request a reserve and cutting of current stock for approval prior to shipping.

Kravet Inc. cannot be responsible for damages to fabric, carpet or furniture that occurs in transit, storage and delivery. All shipments are F.O.B. Warehouse.

Any authorized returns for 1st quality merchandise or any refused shipments are subject to a 25% restocking fee and all freight charges.

Merchandise Credits are non-transferrable and may not be redeemed for cash or applied as a payment to any account. Except as otherwise required by law, merchandise credits expire twelve (12) months from the date on which such credit is first issued.

#### QUALITY LIMITATIONS

Fabrics are not guaranteed against color fading, shrinkage or wear.

Fabric widths and repeats may vary.

Fabrics used as draperies, when held against light, cannot be guaranteed to be free of visible flaws.

Few fabrics are completely stable. Stretching or shrinking may occur as a result of fabric breathing and thereby absorbing moisture. A 2% - 3% change is reasonable.

#### SPECIAL PROCESS AND SERVICES

The addition of topical and backcoating treatments to any fabric can change the color, hand or performance. Kravet Inc. will not accept responsibility for any fabric that has been processed by an outside finisher.

Please order an additional 1 yard, per cut, to ensure sufficient return after working loss.

#### REGULATORY COMPLIANCE

In accordance with the provisions of the Flammability Act, the products listed in the price list are not intended for use in the manufacture of wearing apparel.

A continuing guarantee under the Textile Fiber Products Identification Act is filed with the Federal Trade Commission.

#### KRAVET INC., CREDIT AGREEMENT

IN CONSIDERATION of Kravet Inc. extending credit to the applicant, in order to facilitate the purchase of Kravet Inc. products, the undersigned applicant/account holder agrees to the following terms and conditions of sale:

**CREDIT LIMIT** If approved by Kravet Inc., the applicant will be assigned a Credit Limit, which is subject to periodic revisions as Kravet Inc. deems necessary.

**SALES TAX** By law, Kravet Inc. and its subsidiaries is required to collect sales tax in any state or jurisdiction where we have a corporate office and/or showroom or may otherwise be doing business. Sales tax charges are based on the state or jurisdiction the orders are shipped to, and not the state or jurisdiction the business resides in. Customers who provide us with a valid resale tax certificate are not charged sales tax when goods are shipped into that state. By entering into a Terms and Conditions agreement with Kravet Inc., you acknowledge and agree that you are responsible for being in compliance with all applicable state and federal laws, including responsibility for paying all applicable state and local taxes imposed on the distribution/sales of any applicable products. You also acknowledge and agree that you are required to provide a State Resale Certificate or Exemption form to Kravet Inc. at [Salestax@Kravet.com](mailto:Salestax@Kravet.com) to be considered tax exempt in a specific state or jurisdiction. Kravet Inc. and its subsidiaries is not responsible for those taxes that you are legally required to pay or collect from consumers at the point of sale. Kravet Inc. does not warrant the operation and validity of the resale certificate. It is your responsibility to provide Kravet Inc. with a valid and appropriate "Resale Tax Exemption Certificate", to demonstrate under applicable law that products sold and delivered to you are delivered for resale in the ordinary course of business and therefore not subject to sales or other applicable tax, if any at the time of sale from Kravet Inc. to you.

**RETURNED PAYMENTS-** A service charge of \$35.00 will be applicable for any returned check or ACH/Electronic Payment transaction.

**REVOCABILITY** When invoices are past due, or if the applicant's account has reached its assigned Credit Limit, Kravet Inc., at its own discretion, retains the right to hold shipments pending payment. Kravet Inc. may also place the applicant on Proforma or other cash terms for failure to pay within terms.

**LITIGATION** In the event of any litigation arising out of this agreement, the applicant agrees to pay all reasonable attorney fees and other costs of collection.

**WAIVER** The failure of Kravet Inc. to enforce any provision of this agreement does not waive Kravet Inc.'s rights to enforce the remaining provisions of this agreement.

**STATE LAWS** This Credit Agreement will be governed by the laws of the State in which credit is extended.

## Frequently Asked Questions (FAQ)

### How Long Can I Keep 18" Swatches?

- Samples may be kept up to 90 days without penalty or restocking charges. Samples may not be returned after 90 days.
- Samples may be provided in various sizes including 18" square, 2'x3' corner sample or 2'x3' rug, and ringsets depending on availability in the collection requested.
- Please mark your order clearly "Samples".
- Customer is responsible for all freight charges associated with receiving and returning any samples.

### What Is Your Return Policy?

- Items in original condition may be returned within 60 days of receipt with a 15% Restocking Fee.
- No returns accepted on Pillows, Poufs or Throws.
- All Clearance Items are Finale Sale and non-returnable.
- Product must be returned in the original or equivalent packaging.
- Jaipur does not accept returns on any item after 60 days from receipt.
- Any item returned without an RMA can be refused at the customer's expense.
- For your protection, we recommend that all shipments be sent back with a traceable return number and proper insurance.
- Once the item is received and inspected at Jaipur, a credit (not including freight) for the item will be issued to your account. If you maintain a prepay account and require a check to be issued, please contact our accounting department to request a check refund at 888.676.7330 or email us at [ar@jaipurliving.com](mailto:ar@jaipurliving.com).
- An RMA number must be clearly marked on the outside of the package for all returns including sample returns.
- RMA#s can be obtained by emailing [returns@jaipurliving.com](mailto:returns@jaipurliving.com) or through Jaipur's customer service department at 888.676.7330.

### What If I Receive A Damaged Rug?

- Upon receipt of your merchandise, please inspect and open the package thoroughly with the driver present. Goods damaged in transit must be refused at time of delivery. It is possible that the outside packaging is intact while the product inside was damaged in transit – particularly with handtufted products.



- If unable to open and inspect immediately at the time of delivery, please write "Subject to Inspection" on shipping documents before signing for delivery. Please note clearly any obvious issues or signs of damage such as torn packaging, rips, etc.
- If damage is not noted at time of delivery, call the carrier to amend the Bill of Lading prior to returning the shipment. The shipping company or Jaipur Living cannot be held liable if BOL/Shipping document is signed and damage is not noted by the receiver.
- Verify your BOL/Shipping document for number of packages and note any items which have not been received.
- Please call customer service immediately at 888.676.7330 and notify us that you have received/refused a damaged item.
- A reorder for the damaged/defective item will be processed once a new PO/request is submitted in writing.

#### Do You Have A Minimum For Custom Orders?

- There is a \$500 minimum on custom orders.

#### I Want To Become A Jaipur Dealer. Who Should I Contact? What Forms Do I Need?

- New account application form and certificate of re-sale must be faxed to the accounting department at 678.551.6677 or emailed to [ar@jaipurliving.com](mailto:ar@jaipurliving.com) prior to an order being processed.
- A notification of your new Jaipur account and status will be sent to you within five working days.
- If will be paying via credit card please send in a completed credit card application.
- If you do not have an account application or credit card authorization form please call 888.676.7330 or email us at [contactus@jaipurliving.com](mailto:contactus@jaipurliving.com).

#### Is The Inventory On Your Website Accurate?

- Yes, it is updated daily.

#### What Is Jaipur's Warranty?

- Every Jaipur rug is warranted against manufacturing defects for one year from the original purchase date. Jaipur may repair or replace at its discretion without charge.
- To file a claim under this Limited Warranty, please contact customer service at 888.676.7330. Proof of original purchase and photograph is required.

- Dealer is expected to inspect all customer claims. Jaipur representatives will only perform in-store inspections, if applicable.
- Claims for damage to rugs arising from negligence or improper cleaning will not be entertained by Jaipur.
- Customer's cost of a rug constitutes the maximum liability that Jaipur will consider on any claim.

#### Do You Accept Credit Cards?

- Yes, with no fees.

#### What Is The Status Of My Order?

- Please email [orderstatus@jaipurliving.com](mailto:orderstatus@jaipurliving.com) or call customer service at 888.676.7330

#### How Soon Does My Rug Ship When It Comes Available?

- Unless previously arranged, rugs will be shipped via FedEx ground, or best method as soon as they arrive.

#### Where Do I Send My Orders?

- Email to [Orders@jaipurliving.com](mailto:Orders@jaipurliving.com)

#### Do You Have A Map Policy?

This MAP adherence policy (hereafter referred to as "Policy") of Jaipur Living, Inc. (hereafter referred to as "JRI") is effective January 1, 2013. This Policy supersedes and replaces all previous policies and requirements pertaining to the advertising and sale of JRI goods (hereafter referred to as "Goods") and you (hereafter referred to as "Dealer") are released from those policies and requirements. JRI has determined that its interests are best served through the adoption of a minimum advertised price ("MAP") policy.

This policy is designed to:

- (1) protect reseller margins,
- (2) support the JRI brand as a premium offering, and
- (3) avoid destructive intra-brand reseller conflicts.

- This MAP policy applies to all advertisements, including, but not limited to, advertising on the Internet, at Store locations, or other media outlets in connection with JRI rugs (hereafter referred to as "Advertisement")
- Any Dealer selling Goods must publish Dealer's advertised prices in any Advertisement of such Goods (hereafter referred to as "Advertised Prices").
- Advertised Prices must not be a price below the suggested retail or MAP price, whichever is lower, as published or shared by JRI for such products in the current Price Guide or on JRI's website at [www.jaipurliving.com/rep/priceguide.aspx](http://www.jaipurliving.com/rep/priceguide.aspx)
- Dealers are responsible for remaining current with MAP policy, products and pricing. JRI at its sole discretion may update its MAP as it deems fit.
- JRI will, in its sole discretion, update such suggested retail price and MAP price lists periodically and provide this information to Dealer. Dealer shall update its Advertised Prices accordingly within 48 hours of receiving notice of changes to the suggested retail price and MAP price lists from JRI.
- JRI reserves the right, in its sole discretion, at any time to modify, suspend, or discontinue the MAP policy in whole or in part or designate promotional periods during which the terms of the policy change or designate periods of time during which the policy is not applicable. JRI will make any such policy modifications available on JRI's website at [www.jaipurliving.com/rep/priceguide.aspx](http://www.jaipurliving.com/rep/priceguide.aspx) Dealer prices may not be advertised below MAP or MSRP (whichever is lower) unless consent from JRI is granted via email or written form.
- If the Dealer exclusively sells on the Internet then such Dealer must list the retail or MAP price, as described above, and in no case may Dealer hide prices or post any Goods with the phrase "no price," "Call for Price," "click for price" or any language of similar import.
- Dealer will not advertise coupons, promotions, discounts or any other price reduction mechanism in connection with any Goods without the prior written approval of JRI.
- This Policy shall not apply to items that are clearly and prominently labeled as "Damaged" or those that are accurately labeled as "Discontinued by Jaipur Living, Inc." as part of the web-based product display.
- Dealer will not advertise, offer for sale, or actually sell any Goods in any forward auction, reverse auction, or unique bid auction, or on any website using such auction formats, including, but not limited to, EBAY, uBid, or Bidz.
- NO SALES PERSONNEL(define here) OF JRI HAVE THE AUTHORITY TO MODIFY OR GRANT EXCEPTIONS TO THIS POLICY OR HAVE COMMUNICATIONS WITH ANY DEALER REGARDING VIOLATIONS OF THIS MAP POLICY.
- JRI is not seeking agreement from any reseller to adhere to this MAP policy. It is entirely within the discretion of the reseller whether to comply or not comply.
- If Dealer fails to comply with the terms of this policy, JRI may unilaterally, and in JRI's sole discretion, terminate Dealer's account without any further notice to Dealer. JRI is under no obligation to accept any written or verbal communication from a Dealer who has violated this MAP policy.

## Sales Order Terms and Conditions

Print

These Sales Order Terms and Conditions (these "Terms") govern all purchases of goods from Office Furniture Expo, Inc. ("Seller"). Any and all buyers of Seller's goods agree to be bound by these Terms.

1. All sales of goods covered hereunder (the "Goods") are F.O.B. Seller's shipping point, regardless of the means of delivery to the Buyer, with title and risk of loss passing to the Buyer at such time. Buyer shall be responsible for all freight and other charges incurred in connection with shipping the goods purchased by Buyer.
2. The terms of payment for the Goods shall be as stated on the delivery ticket provided by Seller and accepted by Buyer (the "Invoice"). Buyer shall pay for the Goods in accordance with the terms of payment stated on the Invoice and these Terms (together, the Invoice and the Terms are collectively referred to herein as the "Agreement"). The terms of payment begin from the date of the Invoice (the "Invoice Date") and Buyer agrees to pay Seller the full invoice amount within thirty (30) days of the Invoice Date. A finance charge of one and one-half percent (1 ½%) per month (eighteen percent (18%) per annum) or the maximum rate allowed by law, whichever is less, will be charged on each payment received after the due date. If Buyer fails to pay any amount owing under the Invoice in accordance with the payment terms, or if Buyer becomes insolvent or files for bankruptcy, any unpaid balance shall be immediately due and payable and Buyer shall make immediate payment of any such amounts. A thirty dollar (\$30.00) fee will be charged on each check returned due to insufficient funds. Checks will not be re-deposited. Buyer agrees to pay all expenses of collection incurred by Seller hereunder, including reasonable attorney's fees of fifteen percent (15%) of all principal and interest owing by Buyer.
3. Credit arrangements are subject to the written approval of Seller and are subject to change without notice. Seller has the right to cancel or limit Buyer's ability to purchase on credit at any time in its sole discretion. In the event Buyer fails to fulfill the terms of payment or in the event Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller may decline to make further deliveries to Buyer except upon receipt of cash or satisfactory security.
4. Buyer and Seller agree that the Invoice, when signed by Buyer, constitutes a purchase money security agreement and financing statement in accordance with the Uniform Commercial Code of Georgia. Buyer hereby grants to Seller, and Seller accepts and reserves, a purchase money security interest in the Goods and in any proceeds thereof, in an amount equal to Buyer's outstanding indebtedness to Seller. Buyer further grants to Seller a security interest in all accounts receivable, equipment, merchandise, and inventory now owned or hereafter acquired by Buyer, until all amounts owed to Seller pursuant to this Agreement have been paid in full. Buyer further agrees to execute such instruments as Seller may reasonably request including, without limitation, a UCC-1 financing statement, to perfect Seller's security interest; and should Buyer fail to execute any such instrument, Buyer hereby irrevocably appoints Seller, as Buyer's attorney-in-fact to execute on Buyer's behalf all such instruments, at any time during which Buyer owes any monetary balance to Seller.
5. Buyer shall inspect the Goods immediately upon receipt and shall within ten (10) days of receipt of the Goods give written notice to Seller of any claim that (1) the Goods do not conform with the terms of the Invoice or (2) that the Goods are damaged or otherwise defective. Upon Seller's receipt of such

notice, Seller, in its sole discretion, will repair, exchange, or otherwise resolve the damaged or defective Goods issue. Buyer hereby agrees to abide by Seller's discretion and disposition of any damaged or otherwise defective Goods claim. Failure of Buyer to give such notice within the ten (10) day period shall constitute an acceptance of the Goods and a waiver by Buyer of all claims with respect thereto.

6. SELLER MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS WELL AS ANY AND ALL IMPLIED WARRANTIES WHICH MAY ARISE FROM COURSE OF DEALING OR USAGE OF TRADE. BUYER AGREES TO ASSUME ALL RISK AND LIABILITY FOR THE GOODS, WHETHER USED INDIVIDUALLY OR IN COMBINATION WITH OTHER GOODS.

7. Seller's liability for damages to Buyer for any claim whatsoever, regardless of the form of action (whether in contract or tort, including negligence), shall be limited to actual damages, which in no event shall exceed the amount paid to Seller under the Invoice. Seller shall have no liability to Buyer (or any person or entity claiming through Buyer) for lost profits, loss of revenue or for incidental, special or exemplary or consequential damages and these are hereby waived by Buyer.

8. No liability shall result from delay in performance or nonperformance of this Agreement directly or indirectly caused by accidents, floods, or other acts of God, wars, any act of or authorized by any government, labor disputes, fire, explosions, delays of carriers, inability to obtain suitable material, equipment, fuel, power or transportation or arising from contingencies, happenings or causes beyond the control of the party affected.

9. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia (without regard to principles of conflicts of laws). Buyer agrees to (i) irrevocably and unconditionally submit to the jurisdiction of the state and federal courts located in DeKalb County, Georgia, and the United States District Court, Northern District of Georgia to resolve any disputes relating to this Agreement and (ii) waive any right to move or dismiss or transfer any such action brought in such court on the basis of any objection to personal jurisdiction or venue.

10. Buyer agrees to release, acquit and forever discharge Seller, its affiliates, parents, divisions, subsidiaries, successors, stockholders, officers, directors, agents, employees, and assigns, from any and all claims, liabilities, actions, and causes of action arising out of or in any way related to the loading of the Goods described on the Invoice (the "Goods") onto, into, or inside the Buyer's vehicle, trailer, or other means of transportation. In connection therewith, Buyer acknowledges and understands that Buyer is responsible for seeing that the Goods are tied down properly, and any Goods being transported to Buyer's destination of delivery that are lost or damaged is no fault of Seller.

11. Buyer agrees to indemnify and hold harmless Seller, its affiliates, parents, divisions, subsidiaries, successors, stockholders, officers, directors, agents, employees, and assigns, from and against any and all claims, actions, liability, loss, damage, costs or expense (including, without limitation, reasonable attorneys' fees) with respect to any suit, claim, demand or other proceeding arising out of or relating to the Goods.

12. No terms or conditions other than those stated in this Agreement shall be binding on the Seller unless such modification or additional terms are made in writing and executed by the Seller. The terms and conditions of this Agreement shall take precedence over any different or conflicting terms in any

other documents. Acceptance by Seller of Buyer's order is expressly limited to the terms and conditions contained in this Agreement.

13. If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from the Terms and will not affect the validity and enforceability of the remaining provisions. The proceeding Terms and terms of payment set forth in the Invoice represent the entire agreement between Buyer and Seller relating to the subject matter herein.

Effective Date: March 29, 2012.

## Furniture Terms & Conditions of Sale

### ACCEPTANCE OF TERMS AND CONDITIONS

These terms and conditions of sale shall govern all furniture and casegoods orders and purchaser shall be deemed to have agreed to them. Any attempt to change or add to these terms by purchaser, or any conflicting terms on any correspondence, purchase order, or other form sent by purchaser is hereby objected to and rejected. Purchaser shall be deemed to have agreed to these terms and conditions of sale by placing an order, accepting delivery or by making payment hereunder. No oral agreement, course of prior dealings between the parties or trade usage shall amend or supplement any of the terms or conditions herein. All of the terms and conditions of this order and sale appear on this form and no additions or modifications can be made except in a writing signed by both parties that expressly references the amendment of these terms. All references to the "Robert Allen Durable Furniture" "Company" or "we" shall mean The Robert Allen Durable Group Furniture, LLC. All references to "Customer," "purchaser" or "you" shall mean the buyer of Company products.

### ABANDONMENT & COLLECTIONS

The Company shall charge a storage fee to the purchaser for any furniture which is ready to ship and for which the balance has not been paid in full and/or for which delivery instructions have not been given within thirty (30) days after being billed. Merchandise not paid for within 60 days of invoice will be considered abandoned. In addition to any other remedy, the Company shall be entitled to liquidate the merchandise, retain all deposits and apply such proceeds to the unpaid invoiced balances. The purchaser is liable for any collection, legal fees and expenses incurred in the collection of unpaid invoices and any storage or related fees. The Company's sole liability to purchaser (or purchaser's customer or the end-user) shall be to reimburse the purchaser for payments made after deduction by the Company for its cost of goods, its customary profit thereon and all unreimbursed expenses of shipping, storage and sale thereof.

### ADVERTISING

All advertising of the Company's products must be dignified, tasteful and professional. Use of the Company's trademarks, trade names, logos, copyrighted materials, digital images or other proprietary materials, in any medium (including without limitation, over the internet), without prior written approval by The Robert Allen Durable Group, is strictly prohibited and may subject an unauthorized user to legal action by the Company. By purchasing the Goods, Purchaser agrees to abide by Company's minimum advertised pricing policy.

### RETURNS

No merchandise can be returned to the Company without its written consent. Unauthorized returns will be reshipped to the location of origin freight collect.

We do not accept returns of floor samples or sale items, which are sold "as is" and for which all sales are final. There are no returns of goods that have been altered, processed, subject to abuse or misuse, or damaged after shipment by Company. All authorized returns will be subject to in/out freight and handling charges.

In no event shall Company be liable for any customary variations within industry standards or for imperfections inherent in certain fibers, leathers, metals, fabrics or woods.

#### FREIGHT CARRIER CLAIMS

All merchandise is inspected before shipping and acknowledged in a signed document by the freight company that the items have been picked up in good condition. Title and risk of loss passes to customer upon placement of item with the common carrier. Therefore, purchasers or their receiving warehouses must inspect the items upon arrival and make claims for any damage, loss or shortages directly to the carrier which have sole responsibility for any damage, loss or shortages incurred during transit. Purchaser or their receiving warehouse should retain all packing materials of damaged items until the claim is resolved. Title and risk of loss passes to customer upon placement of item with common carrier

#### NON-CONFORMING OR DEFECTIVE PRODUCTS

We reserve the right to repair or replace any defective or non-conforming product, as provided. All claims for workmanship defects, shortages and errors must be made within five (5) days, after receipt of the merchandise to [claims@tradgroup.com](mailto:claims@tradgroup.com). Any repairs or claims must be documented in writing accompanied by photographs and sent to Robert Allen Durable Furniture Claims Department. Failure to make a claim within five (5) days after receipt of the merchandise constitutes acceptance of the merchandise and a waiver of claims. All returns for defects must have prior authorization and instructions from the Company and must be returned in their original packaging and in the same condition as when received. Charges for local repairs will not be accepted without prior authorization from the Company. If verified by the Company to be defective, products will be repaired or replaced, at the Company's sole option. If, upon inspection of an authorized return, the Company determines that the claim is unsubstantiated, the return will be rejected and handling and restocking charges will be assessed. The foregoing provisions shall constitute the purchaser's sole remedy with respect to defective or non-conforming goods

#### CLIMATIC CONDITIONS, SUITABLE APPLICATIONS

Climatic conditions, including heat, light and humidity levels, within the user's environment, can affect fabric and wood, and may lead to fading, stretching, shrinking or other damage. Fabric displayed in sample books and memo samples describes the intended application thereof. The selection of furniture or fabrics for specific placements or applications is made at the discretion and sole risk of the purchaser and the Company shall have no liability for such selections. Accordingly, purchasers are urged to review the suitability of such choices before ordering and to allow sufficient fabric for environmental effects.

#### CUSTOM REQUESTS

Custom quotes must be reviewed by the Company for suitability before it is accepted into production. Robert Allen Durable Furniture reserves the right to reject custom requests. Robert Allen Durable Furniture also reserves the right to make changes which relate to product structural integrity without notice.

#### CUSTOMER'S OWN MATERIALS (COM)

Production will not begin on any item requiring any type of fabric, leather, trim or cords supplied by the purchaser until ALL the materials for the item ordered have arrived, been identified and inspected.



Robert Allen Duralee Furniture assume all COM received have been inspected and are ready for use. The purchaser is responsible for ensuring that all materials are identifiable when received. The purchaser takes responsibility for the wear-ability, safety, or fire code validity of the materials supplied by the purchaser. Robert Allen Duralee Furniture takes no responsibility for the selection of materials chosen by the purchaser. Robert Allen Duralee Furniture warranties do not extend to materials supplied by the customer. All fabric defect related claims are the sole responsibility of the Customer and fabric vendor.

#### DELIVERY

Delivery dates and lead times are estimates only, based on production schedules at the time of the order, and are subject to change. Production cannot begin and lead times cannot be calculated until the acceptance of the order by Robert Allen Duralee Furniture which includes: receipt of the required deposit; receipt of all COM; and confirmation of any changes, modifications or approvals to the original order. Robert Allen Duralee Furniture shall not be held responsible for any delays in production, or any costs related to late deliveries. All freight is FOB, N.C.

#### FIRE CODES

Robert Allen Duralee Furniture upholstered items meet the requirements of the California Bureau of Home Furnishings Technical Bulletin 117-2013. It is the sole responsibility of the purchaser to specify fire code classifications that meet the jurisdictional agency of the location where the items are to be installed, if other than the code noted above. Robert Allen Duralee Furniture makes no representation that the specifications supplied to us by the purchaser meet the applicable requirements. All COM must be correctly manufactured or treated to meet The National Fire Protection Agency (NFPA) Class 1 standards when used in locations or for purposes that require it. COM which fail to meet these standards, void any Robert Allen Duralee Furniture warranties, expressed or implied. If additional fire codes are required to be met, they can be done for an additional charge based on the specific code and compliance steps required by the governing body. Please contact your Robert Allen Duralee Furniture Customer Service Representative for availability and pricing.

#### FREIGHT & SHIPPING

Furniture items are shipped prepaid and billed, via furniture specific carriers that accept shrink-wrapped or boxed freight, as a service to the purchaser. The normal delivery times are 3-14 business days. This time may be extended if the delivery is going to a remote location. Once an item has left the facility, we can track the shipment as an accommodation, but have no control over the transportation of the goods. Purchasers can select their own carriers. Information for carriers, other than those offered by Robert Allen Duralee Furniture, must be identified on the purchaser's order including; the carrier's name, address, contact information and phone number. If the customer does not select their own carrier, Freight rates are subject to change due to carrier price changes and fuel surcharges. All freight is FOB, point of origin. Title and risk of loss passes to customer upon placement of item with common carrier. Prepaid freight is based on cubes or weight, not value. In shipping dock to dock, the carriers will only deliver to a professional receiving/delivery service. All furniture should be unpacked, examined and repacked before delivery to the end user. We are not responsible for furniture that is not properly repacked.

#### LIMITATION OF LIABILITY

Robert Allen Duralee Furniture liability for any claim of any kind, including loss or damage resulting from or in connection with the manufacture, sales, delivery, resale, repair or use of any item covered by or supplied under these terms and conditions of sale shall in no case exceed the price of the item which gives rise to the claim. In the case of a dispute, all matters shall be resolved under the laws of the state of New York. without regard to principles of conflicts of laws, and purchaser hereby consents to the personal jurisdiction of the federal and state courts located in New York, New York. The Company shall not be liable for delay or failure in performance hereunder arising from any act of God or nature, strike, labor disruption, government action, lack of materials or other cause not within its control. Any action for breach of this Agreement must be made within one year after the sale. Claims resulting in lawsuits must be filed with the court of competent jurisdiction in the State of New York, County of Suffolk.

## ORDERS

Written orders received from the purchaser with all the correct information will be acknowledged by Robert Allen Duralee Furniture in writing within 48 hours. Robert Allen Duralee Furniture reserves the right to reject any order, refund any deposit and return any COM freight collect. It is the responsibility of the purchaser to advise Robert Allen Duralee Furniture in writing of any errors or discrepancies in the sales order acknowledgment within five (5) days of the receipt of the acknowledgment by Robert Allen Duralee Furniture. Changes to an order are subject to additional charges for materials, labor and other related costs and the order will be held until written confirmation from the purchaser is received. All furniture is subject to minor changes in details from the specifications noted as it applies to hardware, finishes and other minor upholstery details.

## PAYMENT

Acceptance of orders and shipments shall at all times be subject to approval by the Company's Credit Department, which may at any time in its sole discretion decline to make any shipment except upon terms and conditions satisfactory to it. All Robert Allen Duralee Furniture requires a deposit of 50% of the total purchase price for all orders. Orders received without a deposit will be held pending the receipt of the deposit payment. All payments must be received from the purchaser as identified in the purchase order. No third party payments will be accepted, unless approved in writing by Robert Allen Duralee Furniture. Acceptance of third party payments is an accommodation and does not create any relationship between Robert Allen Duralee Furniture and the third party. A service fee of 1.5% per month will be applied to orders that remain unpaid after (30) days of being invoiced.

Canceled orders are subject to a cancellation fee. Any cancellation of an order must be made in writing within five (5) business days of the order date. Notwithstanding the foregoing, no cancellations will be accepted if production of the order has commenced, including without limitation, cutting of fabric.

Acknowledged orders canceled prior to entering production are subject to a fee in the amount of 20% of the total purchase price. Orders canceled thereafter will be subject to a larger cancellation fee determined at the sole discretion of Robert Allen Duralee Furniture. The purchaser agrees that the cancellation fees compensate Robert Allen Duralee Furniture for the reasonable estimate of losses on the canceled order. Any order not shipped within 10 days of notification of completion is subject to a \$7.50 per day, \$50 minimum, storage fee. [The Company shall charge a storage fee to the purchaser for any furniture for which the balance has not been paid in full and/or for which delivery instructions have not been given within thirty (30) days after receipt by the receiver. If full payment and delivery

arrangements have not been made by Purchaser within sixty (60) days after receipt by the receiver, the Company shall have the right to sell or otherwise dispose of such furniture in a commercially reasonable manner. In such event, the Company's sole liability to purchaser (or purchaser's customer or the end-user) shall be to reimburse the purchaser for payments made after deduction by the Company for its cost of goods, its customary profit thereon and all unreimbursed expenses of shipping, storage and sale thereof.

#### PRICES

Prices are subject to change without notice after an order has been accepted. Robert Allen Duralee Furniture reserves the right to change prices based on changes in quantities or total value of previously provided contract quotations, changes in orders from the purchaser and to correct pricing on orders received which contain modifications from the original order. Unless otherwise Acknowledged in writing, prices include carton packing, but, do not include freight or delivery, in-transit insurance, storage, service, taxes, receiving or installation. Freight can be prepaid by Robert Allen Duralee Furniture nor by the purchaser for third party collect payment. All prices are FOB, point of origin, unless stated and acknowledged otherwise.

#### PRODUCTS

Robert Allen Duralee Furniture reserves the right to make minor changes in furniture design, dimensions and other materials without prior notice. Robert Allen Duralee Furniture products are handcrafted and can have minor variations. All dimensions can have slight variations. Wood finishes can vary from samples and exact matching is not guaranteed. Materials used within the product line are listed in the General Product Information section of this price list and are to be considered the standards used in the manufacturing process.

#### WARRANTY

Robert Allen Duralee Furniture upholstered frames are sold with a limited warranty against defects in materials and workmanship for a period of one year from the delivery date. Robert Allen Duralee Furniture reserves the right to repair or replace defective merchandise, at its sole discretion. This limited warranty does not extend to other materials supplied to or by the purchaser or damage caused by shipping, accident, abuse, misuse, cleaning, or normal wear and tear. All other warranties express or implied are excluded.

#### DISCLAIMER OF WARRANTIES; LIMITATION ON LIABILITY

UNLESS OTHERWISE EXPRESSLY OFFERED BY THE FABRIC, HARDWARE OR FURNITURE MANUFACTURER AND INDICATED IN WRITING BY THE COMPANY, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANT ABILITY. IN THE EVENT OF COMPANY'S LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, PURCHASER'S SOLE AND EXCLUSIVE REMEDY WILL BE LIMITED AS SET FORTH IN THE SECTION ENTITLED "NON-CONFORMING OR DEFECTIVE PRODUCTS", TO REPAIR OR REPLACEMENT BY COMPANY OF ANY DEFECTIVE OR NONCONFORMING GOODS FOR WHICH TIMELY CLAIM MAY BE MADE BY PURCHASER. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY TO PURCHASER, ITS CUSTOMERS OR TO END USERS OF ITS PRODUCTS, FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGE TO OR LOSS OF OTHER PROPERTY OR

EQUIPMENT, PERSONAL INJURY, LOSS OF PROFITS, BUSINESS OR REVENUES, OR COST OR OTHER DAMAGE, LOSS OR EXPENSE FROM ANY CAUSE WHATSOEVER, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SALE OR USE OF ITS PRODUCTS. THE MAXIMUM LIABILITY, IF ANY, OF COMPANY FOR ALL DAMAGES HEREUNDER IS LIMITED TO THE PURCHASE PRICE OF THE DEFECTIVE OR NON-CONFORMING PRODUCTS SOLD PURSUANT TO THIS TRANSACTION. ANY ACTION ARISING HEREUNDER MUST BE BROUGHT WITHIN ONE YEAR FROM THE DATE OF SALE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF WARRANTIES, CONSEQUENTIAL DAMAGES OR REMEDIES, OR LIMITATION ON THE TIME FRAMES INVOLVED IN SAME, IN WHICH EVENT THESE LIMITATIONS MAY NOT APPLY TO YOU.

## Terms of Sale

These Terms and Conditions apply to all quotations, orders, and contracts for Hickory Business Furniture, LLC ("HBF") furniture products ("Products")

## Entire Agreement

Our sale to you is limited to and expressly made conditional on your assent to the published Terms and Conditions of Sale, all of which form a part of our acknowledgment and which supersede and reject all prior writings, representations, negotiations with respect hereto, and any conflicting terms and conditions of yours, whether or not the acknowledgment is signed by you. Your acceptance of the HBF Products described on the face of the acknowledgment or payment therefore operates as acceptance by you of our Terms and Conditions of Sale.

## Order Entry

To expedite order entry and to ensure proper service:

Mail orders:

HBF

PO Box 8,

Hickory, NC 28603-0008

Phone orders:

1.855.HBF.2020 or 828.328.2064

Email orders:

hbforders@hbf.com

Fax orders:

828.485.2690

All orders faxed or emailed and then mailed to HBF must be marked "Confirmation." HBF will not be responsible for duplicate orders if purchase orders are left unmarked.

Your order will be considered to be an offer by you to purchase the Products described on that order until it is accepted and acknowledged in writing by us. Unless we receive a communication from you concerning our acknowledgement, we will schedule production of your order by the end of the business day following the day we provide you our acknowledgment.

## Submitting Purchase Orders

Please provide complete customer contact information including, but not limited to, email address, bill to/ship to information, contact name and telephone number, project specifier and product information.

## Pricing

Prices for the Products described in our acknowledgment shall be from our current and applicable published price list, as in effect at the time we acknowledge your order, less the discounts listed on our acknowledgment. However, if any order requests a delivery date more than one hundred twenty (120) days from the date of the order, then the applicable price list will be the current price list on the date of shipment.

#### Payment Terms

Payment terms are net thirty (30) days from the date of our invoice. If credit has not been established, full payment must accompany your order. We accept MasterCard, VISA and American Express.

We reserve the right at any time to require you to provide us with reasonable assurances for due payment for the Products, and we may suspend any further performance of your order until you provide reasonable assurances of payment satisfactory to us.

#### Deposits

HBF reserves the right, in our sole discretion, to require you to submit a deposit with your order. The required amount of your deposit, if any, will be listed on our acknowledgment. All deposits become non-refundable once we begin production of the applicable order.

#### Changes & Cancellations

Prices published are suggested List prices. HBF reserves the right to adjust prices, specifications, and materials without prior notification. HBF reserves the right to cancel any order with incomplete information. If after 5 business days, we have not received a response in our attempts to obtain the required information for order entry, HBF will assume the purchase order is no longer valid.

You may change or cancel an acknowledged order only with our prior written consent. Order changes and cancellations are subject to price and schedule adjustments and/or cancellation charges, as appropriate.

#### Return of Merchandise + Claims & Allowances

Products may be returned only with our prior written consent and shipping instructions. You must pre-pay all related transportation costs. Authorized returns are subject to a minimum 35% restocking charge. Returned Products must be received in the original carton and in new condition. Damaged or used Products may be subject to an additional or full charge.

No credit or allowance will be given for any repairs to damaged or defective Products unless we give you written permission to make the repairs. We reserve the right to have any Product returned (freight charges prepaid) to our factory for inspection. If your claim is justified, we will refund your freight costs and repair or replace the damaged Product at our expense and subject to the HBF Five Year Limited Warranty.

#### Over, Short & Damaged Product

If you receive damaged Product, you agree to accept delivery, note the damage on the freight bill, and file a claim immediately with the carrier. We suggest that for your protection all Products be inspected upon arrival at destination.

Concealed damage (damage which does not become apparent until the Product is unpacked) should be reported by you to the carrier in writing within fifteen (15) days of delivery, requesting an inspection. In the event the carrier fails to make the inspection, you should prepare an affidavit that you contacted the carrier on a certain date and the carrier failed to comply with your request. This, along with your other shipping papers, will support your claim.

In the event of overage or shortage, regardless of carrier, you shall not accept the shipment until such overage or shortage is noted on both the bill of lading and the freight bill. In the case of an overage or shortage on our truck, you shall notify our factory immediately.

#### Packaging

HBF uses 60%-70% post-consumer content recycled corrugated and 100% recyclable stretch wrapping and/or plastic bags. Pricing includes cartoning of all Products.

#### Shipments

HBF will determine routing. Refer to our Guaranteed Freight Program, as in effect at the time of our acknowledgment, for details on our optional guaranteed freight program.

A \$25.00 charge will be added to your invoice for prepaid freight requests when not using our Guaranteed Freight Program. Requests for specific carriers are subject to our approval. We will not drop-ship to an end-user customer without that customer's prior approval. We reserve the right to split-ship orders.

#### Insurance

HBF carries the following insurance:

- Worker's Compensation Insurance (or its equivalent) in accordance with the requirements of applicable law.
- Employer's Liability Insurance – \$1,000,000 policy limit.
- Motor Vehicle Liability Insurance – \$1,000,000 combined single limit.
- Commercial General Liability Insurance (including Products, Completed Operations, and Contractual Liability) – \$1,000,000 per occurrence of bodily injury and property damage; \$1,000,000 per occurrence of personal and advertising injury; \$2,000,000 annual general aggregate; and \$4,000,000 Products and Completed Operations annual aggregate.

#### Storage by HBF

HBF has made no provision for storage of Products ordered by you. If you are unable to accept delivery of Products as scheduled for any reason, you are solely responsible for providing new shipping instructions to HBF and for all costs associated with any delay.

#### Storage by Owner

Due to the inherent nature of wood products, HBF does not warrant any Product stored or set in place in an environment where temperature and humidity are not controlled. Temperatures must be

maintained within a range of 50-80 degrees F (or 10-27 degrees C); the relative humidity must be maintained between 25% and 40%.

#### Warranty

We warrant HBF Products in accordance with the HBF Five Year Limited Warranty, as in effect at the time of acknowledgment, the terms of which are incorporated by reference into these Terms and Conditions of Sale.

#### Force Majeure

We will not be liable for any failure to deliver Product when delivery is prevented by any cause beyond our reasonable control. Causes beyond our reasonable control will include, without limitation, acts of God, war, terrorism, insurrection, epidemic, labor disputes, inability to obtain raw materials, supplies, labor or transportation, or any act of governmental authorities.

#### Limitation of Liability

IN NO EVENT WILL HBF BE LIABLE TO YOU FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR ANY OTHER SIMILAR DAMAGES, INCLUDING, BUT NOT LIMITED TO, THE LOSS OF PROFITS OR REVENUES, LOSS OF USE OF PRODUCT OR COST OF SUBSTITUTE PRODUCT, BASED ON OR ARISING FROM ANY BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY.

#### General

These Terms and Conditions of Sale: (a) shall be binding on the parties and their respective successors and permitted assigns; (b) may not be amended or modified unless such amendment or modification is made in writing and signed by both parties; and (c) may not be assigned by either party without the prior written consent of the other party. No provision of these Terms and Conditions of Sale may be waived unless such waiver is made in writing and signed by the party to be bound thereby.

#### Governing Law, Venue & Waiver of Jury Trial

The laws of the State of North Carolina shall govern the interpretation, validity and enforceability of these Terms and Conditions of Sale, excluding North Carolina law with respect to conflicts of law. The rights and obligations of the parties shall not be governed by the 1980 United Nations Convention on Contracts for the International Sale of Goods. The parties agree that court proceedings, actions or suits which may be brought by either party against the other party under, related to or by virtue of these Terms and Conditions of Sale or the provision of Products shall be brought exclusively in a court of competent jurisdiction in the State of North

Carolina and each party hereby covenants and agrees to submit to the exclusive jurisdiction of such court in the event such party is named as a party in any such proceedings, actions or suits. The parties hereby agree that any court proceedings, actions or suits which may be brought under, related to or by virtue of these Terms and Conditions of Sale or the provision of Products between the parties shall be determined by a court sitting without a jury. THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL.

#### No other Contract Provisions



There are no representations, agreements, obligations, or conditions (express or implied, statutory or otherwise) relating to the subject matter hereof, other than as herein contained, and these Terms and Conditions of Sale shall be incorporated and become a part of any agreement between the parties with reference to the purchase of our Products.

