

# Selling Policy

## Terms and Conditions of Sales

Sales by BassamFellows Inc., (“Seller”) of BassamFellows Product Lines (hereinafter “Products”) are made only on the terms of this Selling Policy. Written quotations expire thirty (30) days from the date of issuance and can be withdrawn by written notice at any time during that period.

## Ordering

All orders must be in writing. The product code(s) and description contained on Seller’s order acknowledgement shall be the final expression of the order. A purchase order is not binding on Seller until Customer has received Seller’s sales order confirmation and acknowledgement of deposit. Lead time commences on receipt of deposit.

## Pricing

All prices shown are Retail. Retail prices are subject to change without notice. Retail prices shall be those in effect on the date of receipt of a complete purchase order. If Customer’s requested ship date is more than three months after BassamFellows receives Customer’s order, it may be repriced using the Retail prices in effect when products ship. If Customer designates special finishes or options, additional charges may apply. Services such as design, project management, crating, storage, inside delivery, double handling, installation, or inventory management are not included in BassamFellows’ Retail prices.

## Taxes

All sales, use, excise and other taxes applicable to the sale of the Products shall be paid by Customer. If Customer claims an exemption from any tax, Customer shall submit to Seller the appropriate exemption certificates.

## Terms of Payment

All orders require a one half (50%) deposit, due at time of order placement with the remainder (including any applicable taxes and charges for delivery, special packing, etc.) due prior to shipment. Past due accounts shall be charged one and one half percent (1.5%) per month. In the event that Customer defaults on payment, Customer shall be liable for all collection costs, including reasonable attorney’s fees and costs.

## Changes and Cancellation

Purchase Orders may not be changed or cancelled, in whole or in part, without prior written consent from Seller. Changes may affect delivery dates. Expenses incurred because of changes shall be charged to Customer. Changes or cancellations may be subject to handling charges and/or loss of deposit.

## Delivery / Freight Charges

BassamFellows products are shipped F.O.B. Origin. Customer is responsible for the cost of freight from point of embarkation including any handling and transportation charges incidental to loading at the point of departure and unloading at final destination.

BassamFellows is not liable for delivery or failure to deliver or perform due to strikes, differences with workers, war, riot, fire, compliance with government regulations, acts of God, failure or delay of sources of supply or any other causes beyond BassamFellows’ control.

Nonstandard methods of shipment and/or additional services are available upon request. Customer will be billed for the differential cost of any special services in excess of standard surface carrier freight costs. Premium charges, at Customer’s request, will be added for airfreight, exclusive use of vehicle and extra, export or special packaging. Accessorial charges will be added for inside delivery (White Glove), extra labor, reconsignment and redelivery.

## Claims

Customer shall inspect all Products upon receipt for visual outside damage to the packaging. Damages and piece count shortages must be noted on the delivery receipt and the Seller notified. Freight claims must be filed within 10 days (including cartoned shipments with concealed damage) after receipt by the Customer. Failure of Customer to notify Seller during the ten (10) working day period shall constitute acceptance of the Products and waiver of any apparent defects, errors or shortages. BassamFellows is not responsible for damage or loss to product suffered in transit or in storage.

## Seller’s Security

Until Seller receives the full payment for the Product, Seller shall have a security interest in the Product. Customer agrees to perform all acts, including but not limited to the execution and filing of all documentation, which may be necessary to perfect and assure the security interest of Seller.

## Returns

No Product may be returned without the written authorization of the Seller. Returns shall only apply to in-stock items and not on made to order products. To receive written authorization please call Customer Service. All products must be unused, in original condition and in the original Seller packing cartons. Return shipping to be paid by the Customer. All returns are subject to a 30% restocking fee and no refunds are due until Product is inspected upon return by the Seller.

## Storage

If Customer cannot accept delivery by the shipping date specified on the order confirmation, it is the Customer’s responsibility to transfer products to storage. Customer is responsible for actual storage charges and any other expenses relating to the storage of products or materials. Seller may deem such transfer as delivery for all purposes including invoicing and payment. Risk of loss to the Product shall pass to the Customer upon delivery of the Product into storage.

## Customer’s Own Material

A Customer who requests a fabric or other surface material not standard to Seller’s line of Products (COM or COL) must submit samples of the requested material to Seller prior to entry of a purchase order. Seller shall determine if the material is suitable to its manufacturing processes. If the COM/COL is acceptable, Seller will then establish a price for using the COM. For a description of the procedures for submitting samples and testing, please refer to BassamFellows’ COM/ COL Policy and Requirements.

Seller shall have no responsibility for the appearance, condition, performance, durability, colorfastness or any other physical attribute of the COM/COL. Customer shall indemnify and hold Seller harmless for any damages, injuries or losses arising out of or related to use of the COM/COL on the Product.

# Selling Policy

## Warranty

BassamFellows Products are manufactured in accordance with the highest standards of design and manufacture and are warranted to the original customer to be free from defects and material workmanship for a period of 3 years of single shift service from the date of delivery under normal use and under conditions for which the product was designed. During this warranty period, the Seller will repair, or at its own option, replace free of charge, such Products as shall prove to be defective.

This warranty does not apply to:

- Damage caused by a carrier other than Seller
- Normal wear and tear or other acts or omissions of parties other than the Seller (including user modification) or failure to maintain COM or other third party materials applied to Products
- Customer's Own Material or Leather (COM/COL) and other Customer supplied items
- Dramatic temperature variations or exposure to unusual conditions or improper storage

Natural variations in wood, leather and stone shall not be considered defects, and the Seller does not guarantee the colorfastness or matching of the colors, grains or textures, or surface hardness of such materials.

THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LEIU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL OTHER WARRANTIES ARISING FROM COURSE OR DEALING OR USAGE OF TRADE.

BASSAMFELLOWS SHALL NOT BE LIABLE FOR LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

## Delay/Force Majeure

Seller shall not be liable for failure to perform or for delay on performance due to fire, flood, strike or other labor difficulty, act of God, act of any government authority or of the Customer, riot, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials or manufacturing facilities from usual sources or failure of suppliers to meet their contractual obligations, or due to any cause beyond its reasonable control. If any such event occurs, Seller may extend delivery dates by a period of time necessary to overcome the effect of such delay, allocate available Product or cancel any Purchase Order.

## Compliance with Law

CUSTOMER IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, ORDINANCES, REGULATIONS, RULES AND STANDARDS RELATING TO THE INSTALLATION, MAINTAINANCE, USE AND OPERATION OF THE PRODUCTS.

## Designs

All Products shown in BassamFellows literature and website are, and remain the property of, BassamFellows and BassamFellows reserves the exclusive right to distribute and/or manufacture the models shown. Any reproduction of these designs infringes BassamFellows' rights and that infringement will be prosecuted. All dimensions and weights shown are to be considered approximate. BassamFellows reserves the right to make changes in price, dimensions, design and/or construction without prior notice.

## Limitation of Liability

SELLER, ITS CONTRACTORS, AUTHORIZED DEALERS AND SUBCONTRACTORS OR SUPPLIERS OF ANY TIER SHALL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT.

Customer's remedies set forth herein are exclusive and the liability of the Seller with respect to the breach of this agreement or any contract entered into between the parties pursuant hereto shall not exceed the price of the Product or part on which such liability is based.