

TERMS AND CONDITIONS

PRICES

All **Duralee Fine Furniture®**, Inc. (**DFF**) prices indicated in this current schedule are retail or list prices. Prices are subject to change without notice after an order has been accepted. **DFF** reserves the right to change prices based on changes in quantities or total value of previously quoted contract quotations, change orders from the purchaser and to correct pricing on orders received with modifications from the original order. Unless otherwise acknowledged in writing, prices include cartoning and packing, but, do not include freight or delivery, in transit insurance, storage, service, taxes, receiving or installation. Freight can be prepaid by **DFF** or by the purchaser for third party collect payment. All prices are FOB the designated factory location.

ACCEPTANCE

The terms and conditions set forth herein represent a **DFF** offer to sell product to the purchaser. The purchaser's acceptance of a **DFF** sales order acknowledgement or invoice is an acceptance of these terms and conditions. In the event that the terms and conditions of an order are contrary to the terms and conditions indicated herein, these terms and conditions shall supersede any inconsistent or contrary terms and conditions indicated on the actual order or any other document supplied by the purchaser. A waiver of any one term or condition shall not be deemed a waiver of any other term or condition.

PAYMENT

DFF 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 payment. Payment in full is due upon receipt of the final invoice before the merchandise will be released for delivery unless **DFF** agrees in writing to any other payment terms. All payments must be received from the purchaser as identified on the purchase order, as no third party payments will be accepted unless approved in writing by **DFF**. Acceptance of third party payments is an accommodation and does not create any relationship between **DFF** and the payer.

A service charge of 1% interest per month will be applied to orders that remain unpaid beginning 30 days or more after the order(s) have been released for delivery. Cancelled orders are subject to a cancellation fee. Orders cancelled within 10 days are subject to a charge in the amount of 20% of the total item price. Orders cancelled thereafter will be subject to a larger cancellation fee set at the sole discretion of **DFF**. The purchaser agrees that the cancellation fees are in correlation to the reasonable estimate of **DFF** actual losses on the cancelled order.

DELIVERY

Delivery dates and lead times are estimates only, based on current production schedules at the time of the order and are subject to change. Production can not begin and lead times can not be calculated until the acceptance of the order; receipt of the required deposit, receipt of all COM, confirmation of any changes, modifications or approvals to the original order. **DFF** shall not be held responsible for any delays in production. **DFF** shall not be liable for any costs related to late deliveries.

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ORDERS

Written orders received from the purchaser with all the correct information will be acknowledged by **DFF** in writing within 48 hours. **DFF** reserves the right to reject any order, refund any deposit and return any COM freight collect. The purchaser must advise **DFF** in writing of any errors or discrepancies in the sales order acknowledgement within 5 days of the receipt of said acknowledgement. Changes to an order are subject to additional charges, if any, for materials, labor and other related costs and are on hold 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.

PRODUCTS

DFF reserves the right to make minor changes in furniture design, dimensions and other materials without prior notice. **DFF** products are handcrafted and can have minor variations. Dimensions have an industry accepted tolerance of one (1) inch. **All dimensions shown are overall sizes.** 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.

CUSTOMERS OWN MATERIALS

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. The purchaser is responsible for ensuring that all materials are identifiable when received at the appropriate factory location. The purchaser takes responsibility for the wear ability, safety, or fire code validity of the materials supplied by the purchaser. **DFF** takes no responsibility for the selection of the customers' materials chosen. The **DFF** warranties do not extend to the customers materials supplied by the purchaser.

CODES

DFF upholstered items meet the requirements of the California Bureau of Home Furnishings Technical Bulletins 116 and 117. 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 those codes so noted. **DFF** makes no representation that the specifications supplied to us by the purchaser meet the applicable requirements. All COM's 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's which fail to meet these standards, void any **DFF** warranties expressed or implied.

WARRANTY

DFF products are sold with a limited warranty against defects in materials and workmanship for a period of one year from the delivery date. Upholstered frames carry a limited lifetime warranty. **DFF** reserves the right to repair or replace defective merchandise at its sole discretion. This limited warranty does not extend to materials supplied 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.

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LIMITATION OF LIABILITY

DFF's liability on 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(s) which give rise to the claim. In case of dispute, all matters shall be resolved under the laws of the state of New York. Any action for breach of this agreement must be made within one year after the sale.

CLAIMS

All claims for workmanship defects, shortages and errors must be made within 5 days, after receipt of the merchandise. Failure to make a claim within this period of time constitutes acceptance of the merchandise and a waiver of claims. All merchandise is inspected before shipping. All merchandise is signed for by the freight company that the items have been pick up in good condition. Third party shippers have sole responsibility for any damage, loss or shortages incurred during transit. Purchasers or their receiving warehouses must inspect the items upon arrival and make claims for any damage, loss or shortages directly to the carrier. **DFF** is not responsible for any freight related claims. No merchandise can be returned to **DFF** without its written consent. Unauthorized returns will be reshipped to the location of origin freight collect. Claims resulting in lawsuits must be filed with the court of competent jurisdiction in the state of New York.

ABANDONMENT AND COLLECTIONS

Merchandise not paid for within 90 days of invoice will be considered abandoned. In addition to any other remedy, **DFF** 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 and legal fees incurred in the collection of unpaid invoices and any storage or related fees.