



INTERIOR AGENCY TERMS & CONDITIONS

1. Order Subject to Acceptance. All orders are subject to acceptance by INTERIOR AGENCY LLC. ("IA" OR "Seller"), at IA's designated location for acceptance of orders.

ENTIRE AGREEMENT. ACCEPTANCE OF ORDERS IS BASED ON THE EXPRESS CONDITION THAT YOU ("YOU" OR "BUYER") AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. ACCEPTANCE OF DELIVERY BY BUYER WILL CONSTITUTE BUYER'S ASSENT TO THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS REPRESENT THE COMPLETE AND EXCLUSIVE AGREEMENT OF THE PARTIES, AND NO TERMS OR CONDITIONS IN ANY WAY ADDING TO, MODIFYING OR OTHERWISE CHANGING THE PROVISIONS STATED HEREIN SHALL BE BINDING UPON INTERIOR AGENCY UNLESS MADE IN WRITING AND SIGNED AND APPROVED BY AN OFFICER OF INTERIOR AGENCY. THESE TERMS AND CONDITIONS SUPERCEDE ANY PRIOR AND/OR CONTEMPORANEOUS AGREEMENTS BETWEEN BUYER AND INTERIOR AGENCY. NO MODIFICATION OF ANY OF THESE TERMS WILL BE AFFECTED BY INTERIOR AGENCY'S SHIPMENT OF GOODS FOLLOWING RECEIPT OF BUYER'S PURCHASE ORDER, SHIPPING REQUEST OR SIMILAR FORMS CONTAINING PRINTED TERMS AND CONDITIONS CONFLICTING OR INCONSISTENT WITH THE TERMS HEREIN.

2. Prices and Terms. Prices are subject to change without notice. All product prices are exclusive of other charges and freight charges. A minimum deposit of fifty percent (50%) of the purchase price is required to initiate order fulfillment. Orders for textiles and wallcoverings require payment in full at the time of order placement. Orders must be paid in full, including shipping, handling, crating and packing, taxes and service charges prior to shipping. **Textiles:** Some vendors require a minimum order for fabric of two (2) yards. In these scenarios, a cutting fee is charged for orders less than two yards.

3. CANCELLATION OF ORDERS. ALL GOODS ARE CUSTOM MADE TO ORDER SPECIFICATIONS. ORDERS ARE NOT CANCELABLE, NOR RETURNABLE. CHANGES IN ORDERS, RETURNS OR CANCELLATIONS REQUIRE PRIOR WRITTEN APPROVAL FROM INTERIOR AGENCY. ORDERS FOR SPECIAL PRODUCTS MAY NOT BE CANCELED. **TEXTILES: ANY TEXTILES WHICH HAVE BEEN CUT, TREATED OR PROCESSED ARE NOT RETURNABLE.**

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4. Force Majeure. All quoted completion and delivery dates are estimates only and are subject to change by IA upon notice to You. IA shall not be liable for delays in completion or shipment or default in delivery for any reason of force majeure or for any cause beyond IA's reasonable control including, but not limited to, (a) government action, war, terrorism, riots, civil commotion, embargoes or martial laws, (b) IA's inability to obtain necessary materials from its usual sources of supply, (c) shortage of labor, raw material, production or transportation facilities or other delays in transit, (d) labor difficulty involving employees of IA or others, (e) fire, earthquake, storm, flood or other casualty or act of God, or (f) other contingencies of manufacture or shipment. In the event of any delay in IA's performance due in whole or in part to any cause beyond IA's reasonable control, IA shall have such additional time for performance as may be reasonably necessary under the circumstances. Acceptance by Buyer of any goods shall constitute a waiver by Buyer of any claim for damages on account of any delay in delivery of such goods.

5. Taxes. All taxes and excises of any nature whatsoever now or hereafter levied by governmental authority, whether federal, state or local, either directly or indirectly, upon the sale or transportation of any goods covered hereby shall be paid and borne by Buyer.

6. Title/Risk of Loss. Delivery of goods to carrier shall be deemed delivery to Buyer, and thereupon title to such goods, and risk of loss or damage, shall be Buyer's. Any claim by Buyer against IA or carrier for shortage or damage occurring prior to such delivery must be made in writing within forty-eight (48) hours after receipt of shipment and accompanied by original transportation bill signed by the carrier noting that the carrier received the goods from IA or IA's contracted workrooms in the conditions claimed.

7. Warranty and Disclaimer. Except as specified herein, IA warrants that any goods sold hereunder will be free from defects in workmanship and materials for one (1) year. This warranty does not apply to damage or breakage resulting from misuse, accidents, dramatic temperature variation, abuse, neglect, mishandling or wear and tear resulting from normal use. Defective products will be replaced within the normal production time period required to reorder and manufacture the same product.

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7. Warranty and Disclaimer continued. Furniture: Many wood and metal finishes are applied by hand and may vary in color, tone and character. While IA will make every effort to match a finish, no guarantee can be made of an exact match. IA does not guarantee finishes against fading and oxidizing. Variations in color and veining are inherent in stone and wood and considered to be part of the natural beauty. **Textiles:** IA does not guarantee fabrics, dyed or natural, from fading. The suitability of a fabric or leather for any use is entirely at the discretion of the purchaser. Purchaser is responsible for all information related to required testing and treatment for any fabrics purchased. Requirements may vary by application and jurisdiction. **Wallcoverings:** may have color and texture variation in natural and handcrafted materials.

THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. LIMITATION OF REMEDIES. IA SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSSES, DAMAGES OR EXPENSES, DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE GOODS, OR FROM ANY OTHER CAUSE WITH RESPECT TO THE GOODS OR THIS AGREEMENT, WHETHER SUCH CLAIM IS BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY IN TORT, NEGLIGENCE OR ANY OTHER LEGAL THEORY. IA'S TOTAL LIABILITY HEREUNDER IN ANY CASE IS EXPRESSLY LIMITED TO REPAIR OR REPLACE (IN THE FORM ORIGINALLY ORDERED), AT IA'S ELECTION, THE GOODS NOT COMPLYING WITH THIS AGREEMENT, OR TO THE REPAYMENT OF, OR CREDITING BUYER WITH, AN AMOUNT EQUAL TO THE PURCHASE PRICE OF SUCH AFFECTED GOODS. THE REMEDY PROVIDED FOR ABOVE IS BUYER'S SOLE REMEDY FOR ANY FAILURE OF IA TO COMPLY WITH ITS OBLIGATIONS REGARDING THE WORKMANSHIP OF ITS PRODUCTS. IA'S TOTAL LIABILITY TO BUYER SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR PART ON WHICH SUCH LIABILITY IS BASED.



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8. LIMITATION OF REMEDIES CONTINUED. ANY CLAIM BY BUYER WITH REFERENCE TO THE GOODS SOLD HEREUNDER FOR ANY CAUSE SHALL BE DEEMED WAIVED BY BUYER UNLESS SUBMITTED TO IA IN WRITING WITHIN FORTY-EIGHT (48) HOURS FROM THE DATE BUYER DISCOVERED, OR SHOULD HAVE DISCOVERED, ANY CLAIMED BREACH.

9. Remedies Upon Default. IA requires payment for any shipment hereunder in advance. If Buyer fails to make payment in accordance with the terms of this agreement or otherwise fails to comply with any provision hereof, IA may, at its option, cancel any unshipped portion of this order, retain the goods and declare a forfeiture of the deposit as liquidated damages.

10. Waiver. Waiver by IA of any breach of these terms and conditions shall not be construed as a waiver of any other breach, and failure to exercise any right arising from any default hereunder shall not be deemed a waiver of such right at any subsequent time. Any such waiver must be in writing and signed by an officer of IA.

11. Severability. In the event that any one or more of these terms or conditions is held invalid, illegal or unenforceable, such provision or provisions shall be severed and the remaining terms and conditions shall remain binding and effective.

12. Controlling Law. This agreement shall be deemed to have been executed and delivered at INTERIOR AGENCY, 301 Happ Rd. Northfield Illinois 60093. This agreement and all rights and obligations hereunder, including matters of construction, validity and performance shall be governed by the laws of the State of Illinois including Uniform Commercial Code as enacted in that jurisdiction, without giving effect to the principles of conflicts of law thereof. All disputes shall be filed with the American Arbitration Association ("AAA") in Chicago, Illinois and governed by the rules of AAA. All decisions made in the arbitration will be considered final and binding. Any judgement rendered by the arbitrator may be entered in any court having jurisdiction. (Attorney fees and costs shall be awarded to prevailing party).