

TAKARA BELMONT USA, INC.
TERMS AND CONDITIONS OF SALE

Equipment provided by Takara Belmont USA, Inc. and its affiliates are subject to the following terms and conditions:

ORDERS: Minimum order is \$25.00. All faxed, e-mailed or mailed Purchase Orders will begin being processed upon receipt. All phone orders will begin being processed in accordance with our understanding of your verbal instructions. All changes to original orders must be in writing.

CUSTOM ORDERS: All special, custom or non-standard design, laminate, vinyl, millwork, etc. goods are non-refundable.

ORDER CONFIRMATION: Written confirmation of phone or verbal orders must be clearly marked "Confirmation" to avoid duplicate manufacture and shipment. If this is not done and a duplicate shipment occurs, the customer is then responsible to accept and remit payment for merchandise.

DISCLAIMER OF STANDARD TERMS: All items, conditions, or provisions which may appear as pre-printed language or otherwise be inserted within any Purchase Order, order confirmation, change order, cancellation, correspondence, memoranda, or other documents from the customer shall be of no force and effect notwithstanding the execution or delivery of such document subsequent to the date of the initial order.

ACKNOWLEDGMENTS: Every order received is acknowledged in writing (after credit approval). It is the customer's responsibility to check acknowledgments carefully to ascertain absolute accuracy and that there is no duplication.

PRICING: The total price will include the price of the goods, freight and sales tax (in effect on the day of delivery), if applicable. Takara Belmont USA, Inc. reserves the right to change prices for goods, and does not provide price protection or refunds in the event of a price drop or promotional offering. All orders are subject to final approval by the Corporate Office in Somerset, NJ.

SALES & USE TAX: All transactions will include sales tax based on the ship-to address and the sales tax rate in effect at the time the transaction is completed. If the sales tax rate for the ship-to address changes before the goods is delivered, the new tax rate in effect at the time of delivery will apply. No customers are eligible for tax exemptions for transactions unless proof of tax exemption is provided in writing for the ship-to address and not the bill-to address. If for an unforeseen reason sales tax is not included, and the customer has not provided an appropriate tax exemption certificate, the customer will be responsible to file the appropriate sales & use tax filing in the state and month of delivery.

MANUFACTURE: No manufacture of any order will begin until a fifty percent (50%) deposit is received unless terms or a financing arrangement have been approved. Signed leasing documents need to be received by the Credit & Collection Department of Takara Belmont USA, Inc. prior to production. All equipment is manufactured to order. Standard delivery time is generally 8-12 weeks, unless otherwise noted.

CANCELLATIONS: All cancellations, (except Custom Orders; see above for terms and conditions), must be received in writing within five (5) days of original order date. Any order in the process of manufacture at the time cancellation is received is subject to a cancellation fee of up to fifty percent (50%) Takara Belmont reserves the right to assess a service fee for all credit card refunds related to cancellations initiated by the customer.

STORAGE FEES: If the customer is unable to take delivery by the mutually agreed upon delivery date or a reasonable date thereof if none were established, Takara Belmont USA, Inc. reserves the right to begin charging up to three percent (3%) per month storage service fee commencing thirty (30) days from requested delivery date. If after ninety (90) days the goods remain undelivered, Takara Belmont reserves the right to cancel the original order with either an up to fifty percent (50%) cancellation fee, or a one hundred percent (100%) cancellation fee on all Custom Orders.

DELIVERY & INSTALLATION: Delivery and/or installation are subject to an additional charge. In addition, all weekend, holiday or late evening delivery requests are further subject to an additional delivery charge. Installation does not generally include plumbing, electrical, or carpentry. The estimated delivery date is an estimate of the approximate date the product is expected to arrive and is subject to change. **ALL SHIPMENTS ARE F.O.B. SHIPPING POINT, FREIGHT COLLECT, UNLESS OTHERWISE SPECIFIED.**

RETURNS: No return will be accepted without a Return Authorization number (RA) from Takara Belmont USA, Inc.'s Merchandise Returns Department. No return will be accepted unless pre-paid or otherwise authorized by use of an RA number. There is a restocking fee of up to fifty percent (50%) if returned within the first five (5) business days of receipt. Returns will not be accepted for credit if not in original condition, or if merchandise has been installed or uncartoned. **No return will be accepted on assembled or manufactured merchandise past five (5) business days of their receipt. Custom Orders are non-refundable or non-returnable.**

CLAIMS: All merchandise is inspected prior to shipment. All claims for merchandise received not in accordance with acknowledgment must be made within five (5) business days of their receipt. All claims for damaged merchandise must be filed with the carrier and not Takara Belmont USA, Inc. All merchandise damaged must be noted on the bill of lading delivery receipt and claims must be filed in writing with the carrier together with supporting documents. All concealed damage must be reported to the carrier immediately upon discovery with a request for inspection. If more than fifteen (15) days after delivery, reasonable evidence must be submitted to the carrier to show that damage could not have occurred after delivery. Takara Belmont USA, Inc. is not responsible for damages to product caused by service personnel such as plumbers, electricians, and carpenters. **UNDER NO CIRCUMSTANCES SHALL TAKARA BELMONT USA, INC. BE SUBJECT TO ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR CONTINGENT DAMAGES WHATSOEVER, EXPRESS OR IMPLIED, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY OF A LAW, ALL DAMAGES AND CLAIMS BEING SPECIFICALLY DISCLAIMED.**

INVOICE TERMS: Dealer cash discount terms are clearly indicated on acknowledgment and invoice. To earn cash discount, payment must be received based on invoice date in accordance with these terms, and remittance copy should be returned with payment. Statements are issued monthly providing account status. Takara Belmont USA, Inc.'s Credit and Collection Department must be notified immediately upon discovery of monthly statement inaccuracy or discrepancy.

LATE FEES: Late fees are charged on balances more than thirty (30) days past due. Overdue balances will be subject to a one percent (1%) per month late fee service charge.

DESIGN FEES: All drawings and designs provided to the buyer shall remain the exclusive property of Takara Belmont USA, Inc., and may not be duplicated or distributed to third parties or used in any manner. Design fee payments must be applied towards new orders within one (1) year or shall be forfeited.

LEGAL: All goods sold pursuant to this agreement shall be collateral, and Takara Belmont USA, Inc. shall retain a security interest in, and right to repossess, the goods, until the purchase price for such goods has been paid in full. If Takara Belmont USA, Inc. must sue to collect any balance on this account, the customer will be responsible for payment of all the seller's legal fees and expenses of litigation, including the cost of any application to the court to recover those fees and expenses.