

SNHome

# Acknowledgement

1181 California Avenue  
Corona, California 92881  
Phone: [REDACTED] Fax: [REDACTED]

Order Number  
1009779-00

Date Ordered 7/24/12

Salesperson **KELSEY PETERSON**

Sold to Customer L17437

Ship to Customer L17437

NEW YORK NY 10065

NEW YORK NY 10065

Phone: [REDACTED] Fax: [REDACTED]  
Email: [REDACTED]

Phone: [REDACTED] Fax: [REDACTED]  
Email: [REDACTED]

Line	Quantity	UOM	Product	Description	Unit Price	Extended Net
2.00	1	EA	HC	HONEYCOMB SHADES	\$384.00	\$384.00
S			STANDARD HORIZONTAL SHADE	I	INSIDE MOUNT	
N			NO - SINGLE SHADE	G	GRAND	
3258			CHINA WHITE	L	LOOP CONTROL - UPGRADE	
R			RIGHT CORD POSITION	NR	NO EXTENSION BRACKETS REQUIRED	
N			NO - HOLD CLIPS	LIVG	FAMILY/LIVING ROOM	
Y			YES INSTALL	0	STANDARD DELIVERY	
1			WINDOW 1	Y	YES HARD SURFACE - \$40 PER WINDOW	
Y			TAKEDOWN - \$12 PER WINDOW	N	NOT OVER 10 FEET	
N			NOT IN STAIRWELL	S	SERVICE	
NEW			NEW ORDER	S	SH AGENT MEASURED	
MEASURE ORDER			1009779.0			
3.00	1	EA	HC	HONEYCOMB SHADES	\$406.00	\$406.00
S			STANDARD HORIZONTAL SHADE	I	INSIDE MOUNT	
N			NO - SINGLE SHADE	GB	GRAND BLOCKOUT	
3257			DOVE	L	LOOP CONTROL - UPGRADE	
R			RIGHT CORD POSITION	NR	NO EXTENSION BRACKETS REQUIRED	
N			NO - HOLD CLIPS	MAST	MASTER BEDROOM/BATH	
Y			YES INSTALL	0	STANDARD DELIVERY	
1			WINDOW 1	Y	YES HARD SURFACE - \$40 PER WINDOW	
Y			TAKEDOWN - \$12 PER WINDOW	N	NOT OVER 10 FEET	
N			NOT IN STAIRWELL	S	SERVICE	
NEW			NEW ORDER	S	SH AGENT MEASURED	
MEASURE ORDER			1009779.0			
4.00	1	EA	SH.FEE	DESIGN FEE		\$0.00
G			PRODUCT TOTAL > MINIMUM			

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# Acknowledgement

1181 California Avenue  
Corona, California 92881  
Phone: [REDACTED] Fax: [REDACTED]

Order Number  
1009779-00

Date Ordered	7/24/12
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Salesperson	KELSEY PETERSON
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Line	Quantity	UOM	Product	Description	Unit Price	Extended Net
5.00	1	EA	IN.TRIP	INSTALL TRIP CHARGE	\$223.00	\$223.00
S			SH AGENT MEASURED	MEASURE ORDER 1009779.0		
O			INSTALLING BLINDS, SHADES OR MIX	F FREE MEASURE		
N			NO SPECIAL CHARGES NOTED	9148821834		
3			10AM - NOON	S SERVICE		
NEW			NEW ORDER	1349		
99			*****	99 *****		
99			*****	99 *****		
18			THEY WILL NOT INSTALL PRODUCT IF	16 INSTALLER MUST INSTALL ALL SAFETY		
19			INSTALLATION OF [REDACTED] IS REFUSED.	17 DEVICES THAT COME WITH PRODUCT.		
20			X [REDACTED] INITIAL	99 *****		
99			*****	1 IF TAKEDOWN SERVICE IS DECLINED		
4			CUSTOMER AUTHORIZES SMITH+NOBLE	2 AND EXISTING TREATMENTS ARE NOT		
5			TO CHARGE TAKE DO [REDACTED]	3 REMOVED PRIOR TO INSTALLATION,		
6			PER WINDOW. X [REDACTED] TIAL	99 *****		
99			*****	1 IF NO HARD SURFACE IS INDICATED		
4			TO CHARGE HARD [REDACTED]	2 AND IS DISCOVERED DURING INSTALL,		
5			\$40 PER WINDOW. [REDACTED] TIAL	3 CUSTOMER AUTHORIZES SMITH+NOBLE		
99			*****	99 *****		

Taxable	1013.00
Non-taxable	.00
Total	1013.00
Handling	\$29.90
Shipping Proc Fees:	\$25.00
Sub Total	1067.90
Taxes	\$94.77
Order Total	\$1,162.67

## TERMS AND CONDITIONS

1. **Acceptance.** The product purchase order completed by a S+N salesperson is not binding upon Buyer until it has been accepted by S+N on the earlier of: (a) the day S+N initiates production of the order after both parties have executed this Agreement; or (b) the fourth business day after both parties have executed this Agreement.
2. **Payment Terms.** Payment in full is collected at time of order placement.
3. **Contract Price.** The Contract Price is the price charged by a licensed independent contractor to Buyer for installation of the applicable products.
4. **Delivery Exceptions.** The delivery date is our best estimate. On rare occasions there may be delays due to out-of-stock materials, inventory taking, shipping delays, or temporary factory capacity constraints or closures.
5. **Measuring + Installation.** Services are provided through contracts issued by United Independent, Inc. United Independent is solely responsible for performance of work and related warranties. United Independent is a company that specializes in providing in-home professional contracting services and maintains a national network of local service professionals. S+N acts solely as an authorized sales agent for service contracts issued by United Independent.
6. **Satisfaction Guarantee.** If for any reason within 30 days from the ship date of your new S+N window treatment product, you are not completely satisfied, we will exchange it with another S+N window treatment product of the same dimensions. If you wish to upgrade your product, simply pay the difference. The original product must be installed for a minimum of one week before it may be returned or replaced. This guarantee can be utilized only once for each original purchase, and does not apply to a window treatment product that has been misused, damaged, or abused.
7. **Lifetime Warranty.** S+N warrants to its customers that its window treatments will be free from defects in materials, mechanisms, workmanship and operation for as long as the original purchaser owns the product, provided that the product was installed according to our installation instructions, and remains in the original window in which it was installed. This warranty does not cover any conditions or damages resulting from accidents, alterations, misuse, abuse, improper handling, installation, repairs, operation or cleaning, exposure to sunlight and/or excessive heat sources, or normal wear and tear of materials, components and/or fabrics. This warranty also does not cover any condition or damage resulting from the removal of the product and re-installation in the same or another location. If warranty service is needed, please call Customer Service and then return the product to the location designated by Customer Service. S+N will arrange for repair or replacement of the product, at S+N's option, as quickly as possible.
8. **Three-Day Right to Cancel.** You, the buyer, have the right to cancel this Agreement within three (3) business days. You may cancel by emailing, mailing, faxing, or delivering a written notice to S+N at S+N's place of business by midnight of the third business day after you received a signed and dated copy of this Agreement. Include your name, your address, and the date you received the signed copy of this Agreement. If you cancel, S+N must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to S+N at your residence, in substantially as good condition as you received it, any goods delivered to you under this Agreement. Or, you may, if you wish, comply with S+N's instructions on how to return the goods at S+N's expense and risk. If you do make the goods available to S+N and S+N does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligations. If you fail to make the goods available to S+N, or if you agree to return them, then you remain liable for performance of all obligations.

\_\_\_\_\_ Buyer,

7, 24 / 2012

9. **Waiver of Three-Day Right to Cancel: Rush Orders.** Buyer understands that S+N shall not process product orders until the fourth business day after both parties have signed and dated this Agreement because Buyer has a three (3) business day right to cancel this Agreement, as detailed in the Notice of Cancellation attached hereto. Buyer, however, may request S+N to expedite ordering of products by expressly consenting below to waive Buyer's three (3) business day right to cancel this Agreement. Buyer understands that by signing below, Buyer agrees to waive the right to cancel this Agreement pursuant to this Paragraph 9, Buyer forever waives the right to cancel the production of Buyer's product order.
- Buyer, 7/24/2012
10. **Cancel:** Buyer's specifications, orders may not be cancelled or changed once they have been placed.
11. **Miscellaneous.** Buyer agrees: (a) that S+N's waiver of or acquiescence in any default under this Agreement shall not constitute a waiver of any subsequent or other default; and (b) that all rights and remedies under this Agreement and otherwise afforded by law are cumulative and not alternative. If any provision of this Agreement is found to be unenforceable by a court of competent jurisdiction, the adjudged unenforceability of a provision shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California, without regard to California's choice of law principles.

By signing below, Buyer agrees to waive the right to cancel this Agreement for accuracy. Pricing is valid for 30 days, excluding promotional pricing. Buyer's Consultant.

Customer Signature

Date 7/24/12

**Notice of Cancellation**

Date of transaction: 7/24/2012

You may cancel this transaction, without any penalty or obligation, within three (3) business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to: Smith+Noble at 1181 California Ave., Corona, CA 92881, Attn: \_\_\_\_\_; Facsimile number: \_\_\_\_\_; E-mail address: \_\_\_\_\_ not later than midnight of \_\_\_/\_\_\_/20\_\_.

I hereby cancel this transaction as of \_\_\_/\_\_\_/20\_\_.

\_\_\_\_\_  
(Buyer's signature)

\_\_\_\_\_  
(Buyer's phone number)

DARREN K. INDYKE  
Darren K. Indyke, PLLC  
575 Lexington Avenue, 4<sup>th</sup> Floor  
New York, NY 10022

Telephone [REDACTED]  
Telecopier [REDACTED]

email: [REDACTED]

July 24, 2012

VIA EMAIL ([REDACTED])

Dear [REDACTED]:

Only July 17, 2012, Ms. [REDACTED] and I received an email from you regarding the shipment of three crates containing the 40 bark panels she ordered from you over a year ago, which stated:

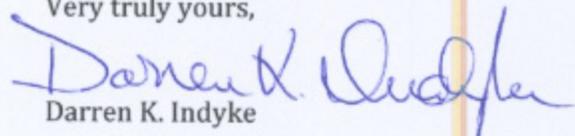
The three plywood crates left Wewak PNG yesterday on Air Niugini Airway bill # 656-06144714. They are addressed to Tropical Shipping address below. On each box there is are three copies of the Invoice and a copy of the National Museum Export Permit which are needed to clear customs in Florida . . . Most of the airfreight for the US goes through Singapore and the boxes would have got to Port Moresby in time to catch the once-a-week flight on Monday afternoon. Therefore the boxes should be in Florida this week.

Although you advised in your email that the boxes containing the panels "should be in Florida this week", yesterday I received a telephone call from you, followed by your email stating:

I spoke to my brother, Terry Anton (Wewak Cargo Manager [REDACTED] and Jesse (Port Moresby Cargo Duty Manager [REDACTED]). The three crates are in the Air Niugini Cargo warehouse in Port Moresby. They have been physically located and described to me by Jesse the Duty Manager. The Airway Bill 656-06144714 was lost from the boxes. (My brother saw Terry fix the airway bill to the crate in Wewak.) Tomorrow morning a copy of the Airway Bill is going to Jesse in Port Moresby on the 6 am flight out of Wewak and when he has it in hand he can tell me on what flight he can book it out of Port Moresby for the USA. . .The Air Niugini cargo "system" was "down" last week and nothing was input into the system. The "system" was restored today apparently so once the copy of the airway bill gets to Port Moresby and they input the backlog it should show in the Sri Lankan "system"...

Clearly the shipment was not sent out and did not arrive in Florida during the week of July 17, 2012 as you claimed and as related to the client. As you are well aware, delivery of this order is more than 6 months past due. The information you have provided to my client and myself has proven to be inaccurate time after time and is stretching the outermost limits of credibility. Please be advised that if by Friday, July 27, 2012 at 3PM NY time we do not receive dispositive written confirmation that the panels have shipped to my client, we will have no choice but to conclude that you are defrauding my client and will report this matter to the proper authorities.

Very truly yours,

  
Darren K. Indyke