

# NEWEL

## PROFORMA INVOICE

NEWEL, LLC. 306 East 61st Street, 3rd Floor New York, NY 10065  
[REDACTED] | [REDACTED] | www.newel.com

**INVOICE #:** S6841  
**Shipping Date:**  
**Invoice Date:** 06/14/2019  
**Sales Person:** Kiel  
Wuellner

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**SOLD TO:**

NES LLC  
9 EAST 71st Street  
New York, NY 10021  
United States

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**SHIP TO:**

Job: Ivory Bedroom  
PO#:  
Selected By:

Delivered By:  
Phone:  
Fax:

ITEM #	QTY	DESCRIPTION	SIZE	PRICE
DLB164	1	Italian 1950s white lacquered dresser with 2 doors centering a pair of gilt framed drawers under a gold glass top supporting a large mirror with brass trim and handles (att: GIO PONTI)	70.5" w x 21" d x 68" h	\$27,500.00
057636	1	French Art Deco white parchment bed with sleigh design (headbd., footbd., rails) (att: GUGLIELMO ULRICH)	98" w x 40.5" h	\$75,000.00

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**NOTES:**

Sub Total:		\$102,500.00
Discount:	20%	\$20,500.00
8.875 NYC Tax:	8.875%	\$7,277.50
Shipping/Handling:		\$0.00
Invoice Total:		<u>\$89,277.50</u>

**All Purchases Subject to "Terms and Conditions of Sale"**  
Department of Consumer Affairs License #1216486

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## TERMS AND CONDITIONS OF SALE

**IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THESE TERMS AND CONDITIONS BEFORE PROCEEDING WITH THIS TRANSACTION. IF THERE IS ANY TERM THAT YOU DO NOT UNDERSTAND OR DO NOT WISH TO AGREE TO, PLEASE DISCUSS IT WITH A REPRESENTATIVE OF NEWEL LLC ("NEWEL"). ONLY PROCEED WITH THIS TRANSACTION IF YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET OUT BELOW.**

**1. PURPOSE AND EFFECT.** The following terms and conditions set out all the terms of agreement other than price between you as buyer and Newel as seller, in relation to the sale and purchase of the item or items identified in the invoice, which we refer to below as the "work". We confirm that we either own the Work or are authorized to sell it on behalf of the owner. If you wish to rely on any variation of, or addition to, these terms and conditions, you must ensure that any such variation or addition has been agreed in writing by Newel.

### **2. STATEMENTS ABOUT THE WORK**

2.1 All items are sold AS IS. Any and all statements by us as to the authenticity, attribution, description, date, age, provenance, title, or condition of the work constitute our judgment and opinion only and are not warranted by Newel. We do not accept any liability as a result of any changes in expert opinion by Newel or any third party which may take place subsequent to the sale. This paragraph, however, shall not operate so as to exclude any liability on Newel's part for any fraudulent misrepresentation concerning the work.

2.2 Newel cannot warrant and is not authorized to certify UL Laboratory compliance for any item.

2.3 While we will on request explain the condition of the work, at the time of the sale and provide any information about condition for which you may reasonably ask, we will not be responsible for any subsequent deterioration of the work, however occasioned, after the sale.

2.4 You are responsible for satisfying yourself as to statements made by us as to the matters set out in paragraphs 2.1, 2.2 and 2.3 above.

2.5 For **custom made pieces** represented by Newel, all sales are final and are not subject to store credit, refund, or exchange. Any requested alteration to size, color, or design will incur additional charges at Newel's discretion.

### **3. PAYMENT OF PURCHASE PRICE**

3.1 You have 30 days from the date of the invoice to make full payment of the purchase price, together with the appropriate New York sales tax unless a properly executed resale/exempt use certificate or Bill of Lading for out of New York State delivery is in our possession.

3.2 You are responsible for paying any delivery, packing, and insurance charges as well as all taxes including but not limited to import tax, duty, merchandise, sales or use tax that have to be paid in the country or destination whether on shipment or on import or any other time.

3.3 If you fail to pay the purchase price in full within 45 days after the invoice date, we may assert any of our legal rights including, but not limited to, canceling the sale. If you have taken delivery of the work we may at our discretion serve you with notice that we require you to return the work to us, in which case you must do so at your cost as soon as possible. Money on deposit will be refunded upon our receipt of the work in the same condition as when it left our premises.

### **4. COLLECTION OF THE WORK AND PASSING OF TITLE AND RISK OF LOSS**

4.1 You are responsible for arranging for pick up of the work from our premises in New York City after payment in full of the purchase price has been made. Any such pick up must be scheduled during regular business hours and at a mutually agreed time and date.

4.2 From the time and date of agreed collection of the work from Newel, you will be responsible for the work and the risk of loss or damage shall pass to you.

4.3 Title to the work shall pass from Newel to you when the purchase price is paid in full. If Newel has agreed to allow you to have possession of the work before full payment of the purchase price has been made, you agree to: (a) keep possession of the work and insure it for not less than the purchase price, and not sell it or hand it over to any other person or dispose of any interest in the work; (b) allow Newel or a third party acting on Newel's behalf to have access to the work in order to inspect it; and (c) preserve the work in the same state as it was on delivery and in particular, not restore, repair, clean or reframe the work.

**5. RETURNS.** Except for **custom made pieces** the buyer may return the work for a full refund within 30 days of receipt of the work, provided, that the work is in the same condition as when it was sold. Any request to return a purchased work after such 30 day period will be for merchandise credit only, subject to notice of such return and approval of that credit by Newel. In all cases, the cost of return is to be borne by the buyer.

**6. NEWEL'S WARRANTY.** NEWEL WARRANTS THAT THE WORK DELIVERED TO BUYER PURSUANT TO THIS SALES ORDER CONFORMS TO THE CONTRACT SPECIFICATIONS ON THE FACE HEREOF AND IS FREE OF DEFECTS IN TITLE. THE FOREGOING EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

### **7. MISCELLANEOUS**

7.1 These terms and conditions binds & inures to the benefit of the parties' assigns, successors, trustees, heirs, executors & administrators.

7.2 Neither Newel's nor buyer's failure to insist upon strict performance of any provision of these terms and conditions shall be deemed a waiver of any rights hereunder.

7.3 This transaction is made in the State of New York and all matters pertaining to this transaction and these terms and conditions shall be governed by the laws of the State of New York, without regard for its principles of conflict of laws. Any proceedings or arbitrations arising hereunder shall be prosecuted in or before a court, panel or other adjudicatory body located in the County of New York.

7.4 The invalidity of any portion of these terms and conditions shall not effect the remainder of these terms and conditions.