

# Quotation



Company:	SLK Designs LLC
Contact:	
Address:	301 East 66th Street Suite 14g New York 10065 NY
Tel:	[REDACTED]

Project Ref:	
--------------	--

Quote No:	18148/Q01
Date:	12/18/2012
Sales Person:	Danielle Barr
Currency:	\$

Custom Items								
Design ID	Rug Details	Band	Length	Width	List Price	Quote	Deposit	Balance
7102	7102: Deep Pile Merino Natural   Custom: The Rug Company		5.18m (17')	4.57m (15')	32538.00	24403.50	12201.75	12201.75
Price per unit/sq ft: 127.60							Lead Time	18-24 Weeks
Notes								

Additional Items			
Item name	Quote	Deposit	Balance
Installation		0.00	0.00
Delivery		0.00	0.00
Packing and Shipping		0.00	0.00
Pads		0.00	0.00

	LIST	PRICE	DEPOSIT	BALANCE
TOTAL EX. TAX	32,538.00	24,403.50	12,201.75	12,201.75
SALES TAX (8.875%)	0.00	0.00	0.00	0.00
GRAND TOTAL	32,538.00	24,403.50	12,201.75	12,201.75

This quote is valid for 30 days. The deposit above is required in advance to secure an order. Balance payment is due prior to delivery. Lead times indicated above are approximate. In the case of custom items, lead times are from receipt of your signed authorization to proceed, based on your approval of rendering and/or custom sample.

88 Wooster Street, New York, NY 10012 **T** [REDACTED] **F** [REDACTED] **E** [REDACTED]  
 LONDON      LOS ANGELES      MIAMI      CHICAGO      DALLAS

## TERMS AND CONDITIONS

The following are the terms and conditions upon which The Rug Company Ltd. or ("The Rug Company") agrees to sell you (the "Client") the goods described on the front of this quotation, ProForma or invoice (the "Products"). These terms and conditions constitute a legally binding contract between us unless we agree in writing to different terms.

**Sale.** The Rug Company agrees to sell the Products to the Client on the terms and conditions set forth below

### Payment.

- 1.All Products purchased from showroom or warehouse stock must be paid for in full prior to delivery.
- 2.The Client shall pay 50% of the purchase price as a deposit on any Products purchased on order, with the balance due upon the Client being notified that the Products are ready for delivery.
- 3.Client shall be responsible for all applicable sales and use taxes. Client warrants that its use of any resale number it provides to The Rug Company is valid.

### Delivery.

4.Client agrees to take delivery or pick up the Products within 30 days after being notified that its order is available, unless other prior agreement is reached.

5.If the Products are not able to be delivered within 30 days because of anticipated delivery dates, actual delivery dates might be subject to circumstances beyond The Rug Company's control, including delays caused by governmental inspections, shipping, and events in the country of origin of the goods sold.

6.All fees for failed deliveries due to the fault of the Client are non-refundable.

7. Unless otherwise expressly provided, delivery charges do not include charges for inside delivery, unpacking, placement, or installation, all of which are subject to additional charges.

8. Although The Rug Company attempts to give reasonable estimates of anticipated delivery dates, actual delivery dates might be subject to circumstances beyond The Rug Company's control, including delays caused by governmental inspections, shipping, and events in the country of origin of the goods sold.

### Custom Orders.

9.Custom order Products are being expressly made to meet the Client's unique specifications. Accordingly, all custom order Products are sold as a Final Sale.

10.Custom orders canceled by the Client before the commencement of the manufacturing process are subject to a cancellation fee of 25% of the value of the order. Custom orders canceled by the Client after the commencement of the manufacturing process are subject to a cancellation fee of 50%. Delivery on approval.

Upon Client's request, The Rug Company generally agrees to deliver in-stock rugs on approval. Such delivery shall be subject to the following terms:

11.The Rug Company may at its discretion request a deposit of the full purchase price in the form of check or credit card. The Client will be charged if it notifies The Rug Company that it intends to purchase the Products delivered on approval or if the Client fails to arrange for the return of the Products within 7 days from date of receipt.

12.Client shall be liable for all damage to Products while in its possession.

### Warranty.

13.The Rug Company warrants that the Products shall be free from defects in workmanship or materials. For a period of ninety (90) days following the date of delivery of each Product, The Rug Company, at its sole cost and expense, shall repair or replace any Product which is defective in workmanship or materials without cost to the Client, or, at The Rug Company's discretion, make a price adjustment to such Product. It is understood that the Products are hand-made and unique, and are likely to contain variations in color, size, texture, markings and other aspects related to the materials used. Such variations in The Rug Company's Products are natural and do not, for that reason, render a Product defective. This warranty does not cover any damage caused by accident or misuse occurring after such Product is delivered to the Client or the Client's representative.

14.EXCEPT AS EXPRESSLY HEREIN STATED, THE RUG COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THE RUG COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY), OR FOR THE BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OR OTHERWISE, ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE, OR FOR ANY OTHER OBLIGATION OR LIABILITY ON ACCOUNT OF THE PRODUCTS COVERED BY THIS AGREEMENT.

15.EXCEPT AS EXPRESSLY HEREIN STATED, THE RUG COMPANY DOES NOT MAKE, AND HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE.

**Final Sale.** Items marked "Final Sale" or "as is" are not returnable. Any Product warranties do not apply to Products sold "as is."

### Returns, Cancellations, and Limitations on Claims.

16.If the Client cancels any purchase of any Product sold from showroom or warehouse stock for any reason, such cancellation shall be subject to a 15% restocking fee. Delivery fees are not refundable.

17.Client shall notify the Company of any defect in the Product within 48 hours of delivery and shall arrange for return within 30 days of delivery. If notice is not timely given, The Rug Company reserves the right to reject any return of the Products.

18.If the Client returns any Product sold from showroom or warehouse stock for any reason other than quality or delivery damage, such return shall be made within 30 days of receipt by Client and subject to a 15% restocking fee. Delivery fees are not refundable and a pick up fee will apply.

19.All Products returned must be in the same condition as they were when delivered to the Client.

**Force Majeure.** The Rug Company shall not be liable to the Client or deemed to be in default for any delay or failure in performance resulting directly or indirectly from acts of God, civil or military authority, acts of the public enemy, terrorism, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements or any other cause beyond the reasonable control of The Rug Company.

**Disputes; Attorneys' Fees.** The parties consent to the jurisdiction of the United States District Court, Southern District of New York, or the Supreme Court of the State of New York, County of New York, with respect to any dispute concerning the interpretation or performance of this Agreement. In the event that The Rug Company commences any action or proceeding in order to enforce the terms of this agreement, it shall be entitled to recover, in addition to any damages and other relief, its costs and attorneys' fees expended to the extent that it prevails in such action or proceeding.

### 20.Miscellaneous.

a.This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto.

b.No omission or delay by either party in requiring due and punctual fulfillment by the other in its obligations hereunder shall be deemed to constitute a waiver.

c.This Agreement represents the entire understanding of the parties. There are no representations, promises, warranties, covenants or undertakings other than those expressly set forth herein.

d.If, for any reason, any provision of this Agreement is held invalid in whole or in part, such invalidity shall not affect any other provision of this Agreement not held so invalid, such other provision shall to the full extent consistent with law continue in full force and effect.

e.This Agreement has been executed and delivered in the State of New York, and its validity, interpretation, performance and enforcement shall be governed by the laws of said State, without regard to principles of conflicts of law.

All notices which either party is required or may desire to give to the other party shall be given by overnight courier (next day delivery) or registered mail, addressed to such party at the address referred to above, or at such other place as the party may from time to time designate in writing. Five days after the date of mailing any such notice shall be deemed to be the date of delivery thereof, unless actual prior delivery occurs.