

Tai Ping Carpets America, Inc.  
860 Broadway, 4th Floor  
New York, NY 10003

Tel: [REDACTED]  
Fax: [REDACTED]

www.taipingcarpets.com



## Quote

Private Residence: Formal Dining Room Carpet Quote

Document # 4396-1

Date:	2-Apr-12	Page:	1
Client:	SLK Designs 301 Eat 66th Street #14G New York, NY 10065 US	Ship To/Pick Up:	Private Residence 9 East 71st Street New York, NY 10021 US

Attn:	[REDACTED]	Attn:	
Tel:	1 [REDACTED]	Tel:	
Email:	[REDACTED]		

Terms:	50% deposit upon order confirmation & full balance before delivery	Freight:	DDP - Delivered Duty Paid
Customer PO:		Salesperson:	Lindsey Klein
Quote valid till:	01-Aug-12		

### Description of Services

To furnish, deliver and install wall to wall custom made carpet via tackless method over 40 oz padding.

### Product Specifications

No. of Pieces:	1
Design:	Calif I
Content:	Dull Silk and Sisal
Colors:	Custom per Approved Sample
Collection:	Caravan Collection
Quality:	H450D
S. T. A. M.:	Proposal subject to actual measure
Size:	Per Physical Measure at Residence

### Notes:

Production Lead Time:	Approximately 12-16 Weeks
Strike Off Lead Time:	Approximately 3-4 Weeks
Remittance Address:	Tai Ping Carpets Americas, Inc 860 Broadway; 4th Flr New York, NY 10003 Attn: Lindsey Klein (Please include a copy of this quotation with payment)
Payment Requested:	50% Deposit Prior to Production \$24,043.50

### Payment Details (USD)

Subtotal:	\$ 48,087.00	
Sales Tax:	\$ 0.00	Resale Certificate on File
Total:	\$ 48,087.00	

Please make checks payable to Tai Ping Carpets



**TERMS OF SALE**

**ORDERS, PAYMENT AND PRICE**

1. All orders are subject to acceptance by The Company.
2. All prices are net, F.O.B. port of entry and are subject to change without notice.
3. Unless specifically noted, described prices do not include applicable sales taxes, shipping or delivery charges, or insurance charges, all of which are to be paid by Purchaser. Purchaser shall be responsible for payment for any hoisting or special handling charges incurred to complete delivery at final destination.
4. Described installation charges, if any, contemplate normal conditions at Purchaser's premises and are based upon normal working hours. If overtime is requested by Purchaser in order to complete installation by specific date, such overtime charges will be paid for by Purchaser. Only duly authorized representatives of Seller may authorize overtime. The premises must be in good order and ready to receive the carpet. Any lost installation time due to adverse job site conditions will be charged to Purchaser.
5. An advance payment of 50% of the total price of the order is required before the order is processed for production. The balance is due prior to delivery or within approved credit terms. A 1.5% per month finance charge will be added to any overdue amounts. If the goods are received in The Company's location and not paid for within the terms of the Purchase Order, then The Company, at its option, may charge storage fees after 30 days.
6. No cancellations will be accepted.
7. Order changes in terms if size, color or design detail may affect delivery schedule and cost.
8. In the event a collection action becomes necessary, Purchaser agrees to pay all collection expenses, including reasonable attorney's fees and Court costs, plus 1.5% interest per month on any past due amounts.
9. The designated delivery location (either The Company or the Designer/client's designated location) shall be considered the final destination (except Orders that include delivery and installation. Prior to delivery at such location, payment shall be due in accordance with the terms stated above whether or not the Designer or Designer's customer is ready to receive the goods for final installation. The Purchaser shall be responsible for the payment of the invoices within this time frame. The Purchaser shall be responsible for the payment of the invoices within this time frame.

**SHIPMENT**

1. All shipments are F.O.B. port of entry and local trucking charges to final destination are additional and the responsibility of the Purchaser. Seller and Purchaser agree, for valuable consideration, including but not limited to Purchaser's advance payment (or non advance payment as the case may be) and Purchaser's promise to pay in full Seller's invoice and Seller's efforts in procurement of the purchased goods, the receipt and sufficiency of which is acknowledged by Purchaser, that title to the purchased goods shall pass to Purchaser upon notification to Purchaser by Seller in writing, that the purchased goods are finished and located in Seller's warehouse ready for delivery to Purchaser upon Purchaser's payment in full of the purchase price of the goods upon the terms set out in this Agreement and in the Purchase Order.
2. Shipment or delivery dates are estimates only and are subject to receipt of the order, advance payment and final design approvals. No guarantees are made with respect to delivery dates.

**CLAIMS, COMPLAINTS AND REMEDIES**

1. Any apparent damages should be notified to the carrier upon receipt of goods. Any concealed damage must be notified to The Company within 14 days of receipt of the carpets. No claims will be honored after 14 days of receipt of goods.
2. Other claims including claims for failure of the goods to conform to the order must be made within 10 days of receipt of goods by written notification to The Company stating the basis of the alleged nonconformity and describing the portion of the shipment being rejected. All Seller's products are manufactured under the most careful supervision. Seller's handmade carpets and rugs, Maisonette carpets and rugs (which are partially handmade), and any other custom products, are subject to some variations in manufacture. Such products are, therefore, warranted to be as described except that they may contain variations in weave, may not exactly conform to sample in weave, color or match patterns, and listed rug sizes are approximate.
3. On receipt of such claim for nonconforming goods, The Company, at its option, will either arrange for the return shipment of the goods at The Company's expense or have an agent inspect the goods for nonconformity prior to return of the goods. When the goods are confirmed by The Company as being nonconforming, The Company will arrange to repair or replace as appropriate subject to normal production and shipment times.
4. The exclusive remedies of Purchaser under this Agreement are the repair and/or replacement of nonconforming goods. In no event shall The Company liability exceed the actual cost of the goods. The Company shall not be liable for incidental or consequential damages.
5. Due to the nature of Handtufted carpet, actual production may vary slightly from the sample and within the rug itself.
6. Dye lot difference may occur between the sample and actual production.
7. All samples and designs thereof remain the property of The Company.
8. Loop pile area rugs will normally show some "sprouting" of yarns. Sprouting is not a manufacturing defect. Yarn should be clipped off at the surface not pulled.
9. All carpet textures will exhibit some shading.
10. Claims for pile crushing, shading, watermarking or soiling are not manufacturing defects and cannot be accepted.
11. Due to the nature of the handmade process, exact dimensions cannot be assured. A difference is possible.
12. Waiver of any condition of sale by The Company shall not constitute nor be construed as an agreement to waive any other provision, nor shall a waiver constitute a future waiver. The Company retains the rights to strictly enforce any and all conditions of sale.
13. This writing is a complete and exclusive statement of the entire agreement. No course of prior dealing and no trade usage shall be relevant to supplement or explain any term hereof. The terms contained herein shall prevail over any terms contained in Purchaser's Purchase Order.
14. Seller's salespersons may have made oral statements about the merchandise described in this contract. Such statements do not constitute warranties, shall not be relied upon by the Purchaser and are not part of this Agreement.
15. Any action by Purchaser for breach of this Agreement must be commenced within one year after the cause of action has accrued. Purchaser agrees with The Company that any Court action in connection with the sale of the goods subject to these terms shall be Gordon County, Georgia.
16. All monies paid on account of this order shall be credited to the account of the named Purchaser. Seller's acceptance of payment from anyone other than Purchaser shall be as an accommodation only and shall not create a vendor-vendee relationship, express or implied.
17. This Agreement shall be governed by the laws of the State of Georgia, and cannot be changed, except by a further writing signed by the party against whom such change is sought to be enforced.
18. This Agreement is not binding on Seller until accepted and approved by an office of The Company.
19. A signed copy of this Contract must be returned to The Company acknowledging acceptance of the above Terms of Sale.

Agreed Purchaser

Approved Seller

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_