

THANK YOU!

We Appreciate Your Business

**TERMS AND CONDITIONS**

Buyer's deposit is NON-REFUNDABLE. This invoice represents a FINAL SALE and is NOT CANCELABLE. Orders will not be processed until the required deposit is received. DELIVERY of the items purchased hereunder will not be scheduled until this invoice has been PAID IN FULL.

This order is not transferable. By signing this invoice, Buyer agrees that this invoice represents a personal guarantee for payment of all amounts due hereunder. Buyer shall be in default of its obligations if any check given by Buyer to Seller is subsequently dishonored. In the event Buyer is a corporation, all shareholders, directors, officers and managers of the corporation, as well as any other person with actual or apparent authority to act on behalf of the corporation, shall be individually responsible for all amounts owed by Buyer to Seller. Further, if Buyer is a corporation, the individual signing checks on behalf of the corporation shall be personally responsible for their validity. In addition, Buyer hereby grants Seller a security interest in the merchandise purchased hereunder until the balance due is paid in full. In the event of a default in payment, Buyer agrees to return the merchandise to Seller upon demand and any amount previously paid to Seller shall constitute rent for its use. A processing fee of \$29.00 will be applied to all checks returned for insufficient funds.

Buyer shall notify Seller in writing within forty eight (48) hours after receipt of merchandise of any claims for damage or defects and with the exception of anything contained in such notice acknowledges receipt of the merchandise itemized in this invoice in good condition. Failure to send such written notice within the prescribed time period shall constitute a waiver of any and all claims with respect thereto. Damaged or defective items will be repaired or exchanged at the manufacturer's sole option. THERE ARE NO REFUNDS except for floor samples as described below. Warranties with respect to the merchandise purchased pursuant to this invoice, if any, are made by the manufacturer only and not Seller and are available for one (01) year after delivery. Further, the manufacturer's warranty excludes, among other things, improper use of the merchandise, damage caused by the elements, damage caused by excessive weight, delivery or other damage caused by third parties, finishes or other modifications made to the merchandise by third parties such as scotch guard and ordinary wear and tear. For information on cleaning or maintain the merchandise, please consult Seller's website at [www.artefactousa.com](http://www.artefactousa.com). Buyer will be charged a service charge for warranty calls. If the subject of the call is covered by a warranty, Buyer will be refunded the cost of the service charge. NO WARRANTY OF MERCHANTABILITY OR

SUITABILITY FOR USE IS MADE OR IMPLIED FOR THE ITEMS SOLD PURSUANT TO THIS INVOICE OTHER THAN THOSE WARRANTIES SPECIFICALLY PROVIDED BY THE MANUFACTURER. NO OTHER WARRANTY IS EXPRESSED OR IMPLIED. MANUFACTURER'S WARRANTIES ARE VALID ONLY TO THE ORIGINAL BUYER WITH PROOF OF PURCHASE. IN NO EVENT IS SELLER LIABLE TO BUYER OR ANY OTHER PERSON FOR ANY OTHER DAMAGES, INCLUDING ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXPENSES, LOST PROFITS, LOST SAVINGS, OR OTHER DAMAGES. SOME U.S. STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. Manufacturer has the absolute right to determine if repair to merchandise is appropriate or replacement is necessary. Buyer agrees to allow Seller and/or manufacturer's agent to inspect and endeavor to correct any condition complained of and that refusal to allow either constitutes a waiver of Buyer's rights to assert claims or file suits against Seller or manufacturer. No representative of Seller has the authority to make any representations or warranties not included herein. Please keep your warranty, sales invoices, canceled checks, etc. in a safe place. A warranty does not apply to conditions created by Buyer's own acts, intervention or alteration of merchandise. Any service provided as a result of Buyer damage or after expiration of a warranty period will be charged to Buyer. Buyer should be aware that wood, fabric, leather, glass, metal, tile and stone products exhibit natural variations in color, grain, finish, sheen, texture, shading, tone, striation, distressing etc. These variations are part of the product's natural beauty and are not considered quality defects. Fabrics and broodloom may vary per dye lot from the display sample. All merchandise are made by hand and are subject to slight variations in size, which variations will not exceed 2 inches with respect to exterior dimensions. If Buyer supplies its own fabric, Seller is not responsible for its quality, yardage or any other issues with respect to such fabric. If applicable, Buyer also acknowledges that it has been advised not to keep brushed stainless or steel furniture outside of air conditioned areas. Floor samples and other cash and carry items may be returned for store credit or refund up to seven (7) days from the date of purchase. After seven (7) days, no returns, exchanges or credits will be accepted.

Seller shall use diligence to deliver the merchandise ordered by an estimated delivery date, however, any stated delivery date is an estimate only and is not within the control of Seller. Seller will not be liable for any loss or damage resulting from delay or inability to deliver and Buyer agrees that this invoice may not be cancelled due to any such delay. Delivery charges will be provided to Buyer. Saturday delivery may be available for an additional charge and "limed" deliveries (within a three (3) hour window) will be subject to additional charges. The delivery service will call Buyer to schedule a delivery date when a part or the full order is ready for delivery and this invoice has been paid in full. On the scheduled delivery date, Buyer is requested to have someone at home to accept and pay for the delivery. In accepting the merchandise into the home, the person accepting same is certifying that Buyer has inspected the merchandise and found it to be in good condition. Merchandise scheduled for Buyer pick-up at Seller's warehouse or available for delivery must be picked up or delivered within 30 days of notification or Buyer will incur storage fees. Orders for merchandise not picked up by Buyer or not scheduled for delivery by Buyer within 180 days of notification may be cancelled by Seller and Seller may keep all payments made as fees for storage and handling. Seller is not responsible for atmospheric damage for any stored merchandise. To reschedule a delivery, Buyer must give the delivery service at least 48 hours advance notice or Buyer will incur a redelivery charge. For convenience and safety, Buyer agrees to have the area clear and ready to accept the merchandise. If Buyer wishes to have the room's present furniture moved to another location in the room (on a one-for-one basis), Buyer must notify the delivery service at the time the delivery appointment is made. If time permits, additional relocations will be on a charge basis. Delivery will only be made via customary means such as through doorways, stairways (limited to one (1) floor) and elevators. Special delivery circumstances will incur additional costs. Seller's staff and the delivery service are not responsible for installation of any product and cannot hang pictures or mirrors on walls, move, connect or disconnect any electrical, electronic or computer equipment, drill into or apply glue to walls, etc. Some products require assembly and an instruction manual will be provided. Neither Seller nor the delivery service are responsible for assembly.

Title to the merchandise covered by this invoice shall pass to Buyer only upon payment in full. In the event that Seller is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of governmental authority, epidemic, destruction of production facilities, insurrection, or any other cause beyond the reasonable control and without the fault or negligence of Seller, then Seller's performance shall be excused for the period of delay or inability to perform due to such occurrence.

The parties agree that this invoice, including all of its terms and conditions, supersedes all prior proposals, understandings, representations, conditions, warranties, covenants, and all other communications held between the parties relating thereto whether oral or written. This agreement may be amended only by a writing that refers to this invoice and is signed by both parties. If any provision of this agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this agreement, the validity of the remaining portions or provisions hereof shall not be affected. To the extent that any provision of this agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this agreement, a court of competent jurisdiction may modify such provision to achieve a provision that is consistent with the parties' intent. Neither party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of this agreement. Furthermore, the waiver by either party of a particular breach of this agreement by the other party shall not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this agreement. All questions concerning the validity, operation, interpretation, and construction of this agreement will be governed by and determined in accordance with the laws of the State of Florida without regard to conflict of laws principles. The parties agree to the non-exclusive jurisdiction of the state and Federal courts in the County of Miami-Dade with respect to any disputes that arise under or relate to this invoice (whether contract, tort or both) and the parties waive any defenses of forum non conveniens or like defenses with respect to such non-exclusive jurisdiction. The agreement represented by this invoice shall bind Buyer and its heirs, executors, administrators and assigns. A service charge of one and one half percent (1 1/2%) will be applied to all payments not made when due. In the event Seller must initiate legal proceedings with respect to this invoice, Seller shall be entitled to its reasonably attorneys' and paralegals' fees and costs through all administrative, pre-trial, trial and appellate proceedings

Customer

Date: \_\_\_/\_\_\_/\_\_\_

**Arrival date is effective after all contracts are signed and down payment is cleared**