

PRICES AND TERMS

All prices are F.O.B. Houston, Texas. A minimum deposit of fifty percent (50%) of the purchase price is required to initiate order fulfillment. Orders for textiles and in stock products require payment in full to initiate order fulfillment. All accounts shall be paid net when invoiced. A service charge of the lesser of 1 1/2% per month or the maximum permissible rate will be added to all accounts not paid within sixty (30) days from the date of invoice for final balance due. Orders must be paid in full, including shipping, handling, crating and packing, STORAGE, taxes and service charges prior to shipping.

STORAGE FEES

Additional storage fees of 1% per month will be charged to store merchandise if not picked up within sixty (30) days from the date of invoice for final balance due.

PURCHASING ITEMS FROM THE FLOOR

Items purchased from the floor are sold as FINAL SALE. There are no refunds.

CANCELLATION POLICY

Orders are processed immediately and can not be cancelled at any time.

TAXES

All taxes and excises of any nature whatsoever now or hereafter levied by governmental authority, whether federal, state or local, either directly or indirectly, upon the sale or transportation of any goods covered hereby shall be paid and borne by Buyer.

SHIPPING & DELIVERY

LOUIS KAZAN IS NOT RESPONSIBLE FOR ANY DAMAGES INCURRED DURING DELIVERY. Client is responsible for inspecting all merchandise AT TIME OF DELIVERY. In case of any damages or defects, details must be noted along with signature of acceptance. This enables Louis Kazan to file a claim with the carrier on client's behalf. Should damage occur, Louis Kazan will facilitate all claims and see that proper repair or replacements occur. (As long as client has used Louis Kazan's recommended delivery service). Should client choose to use another source of delivery service – Louis Kazan will not be responsible for delays, damages, claims or repairs. Any damages or defects discovered after signature of acceptance become the client's responsibility and is no longer insured by the carrier. The name and number of a local Furniture Medic may be obtained by calling your Louis Kazan sales representative. Case goods are sealed with Polyester. This is important information for repairs (please refer to furniture warranty and care instructions). Client is responsible for knowing limitations for home or building and all measurements relating to pieces fitting their projects. Louis Kazan is not responsible for measurements relating to customer's elevator, hallway or staircase for delivery and installation.

WARRANTY AND DISCLAIMER

Except as specified herein, Louis Kazan warrants that any goods sold hereunder will be free from defects in workmanship and materials for one (1) year. This warranty does not apply to damage or breakage resulting from misuse, accidents, abuse, neglect, mishandling or wear

resulting from normal use. Defective products will be replaced within the normal production time period required to reorder and manufacture the same product.

Furniture:

Many wood and metal finishes are applied by hand and may vary in color, tone and character. While Louis Kazan will make every effort to match a finish, no guarantee can be made of an exact match. Louis Kazan does not guarantee finishes against fading and oxidizing. Variations in color and veining are inherent in stone and wood and considered to be part of the natural beauty. Furniture and lighting is handmade, and therefore is subject to slight variations.

Textiles:

Louis Kazan does not guarantee fabrics, dyed or natural, from fading. Extra C.O.M. or C.O.L. will not be returned. Louis Kazan will not be responsible if C.O.M. or C.O.L. is not properly labeled or side-marked which could result in production delays and or delays in product delivery. Louis Kazan reserves the right to reject customer's C.O.M. and may request additional fabric after the factory has assessed the C.O.M. Louis Kazan cannot be liable for any flaws in C.O.M. or C.O.L. Louis Kazan doesn't accept returns in C.O.M or C.O.L THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS.

LIMITATION OF REMEDIES

LOUIS KAZAN SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSSES, DAMAGES OR EXPENSES, DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE GOODS, OR FROM ANY OTHER CAUSE WITH RESPECT TO THE GOODS OR THIS AGREEMENT, WHETHER SUCH CLAIM IS BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY IN TORT, NEGLIGENCE OR ANY OTHER LEGAL THEORY. MANUFACTURER'S LIABILITY HEREUNDER IN ANY CASE IS EXPRESSLY LIMITED, AT LOUIS KAZAN ELECTION, TO REPAIR OR REPLACE (IN THE FORM ORIGINALLY ORDERED) OF GOODS NOT COMPLYING WITH THIS AGREEMENT, OR TO THE REPAYMENT OF, OR CREDITING BUYER WITH, AN AMOUNT EQUAL TO THE PURCHASE PRICE OF SUCH GOODS. ANY CLAIM BY BUYER WITH REFERENCE TO THE GOODS SOLD HEREUNDER FOR ANY CAUSE SHALL BE DEEMED WAIVED BY BUYER UNLESS SUBMITTED TO LOUIS KAZAN IN WRITING WITHIN THIRTY (30) DAYS FROM THE DATE BUYER DISCOVERED, OR SHOULD HAVE DISCOVERED, ANY CLAIMED BREACH.

FORCE MAJEURE

All quoted completion and delivery dates are estimates only. Louis Kazan shall not be liable for delays in completion or shipment or default in delivery for any reason of force majeure or for any cause beyond Manufacturer's reasonable control including, but not limited to, (a) government action, war, riots, civil commotion, embargoes or martial laws, (b) Louis Kazan's inability to obtain necessary materials from its usual sources of supply, (c) shortage of labor, raw material, production or transportation facilities or other delays in transit, (d) labor difficulty involving employees of Louis Kazan or others, (e) fire, flood or other casualty, or (f) other contingencies of manufacture or shipment. In the event of any delay in Manufacturer's performance due in whole or in part to any cause beyond Manufacturer's reasonable control, Manufacturer shall have such

additional time for performance as may be reasonably necessary under the circumstances. Acceptance by Buyer of any goods shall constitute a waiver by Buyer of any claim for damages on account of any delay in delivery of such goods.

REMEDIES UPON DEFAULT

Louis Kazan requires payment for any shipment hereunder in advance. If Buyer fails to make payment in accordance with the terms of this agreement or otherwise fails to comply with any provision hereof, Louis Kazan may, at its option, cancel any unshipped portion of this order, retain the goods and declare a forfeiture of the deposit as liquidated damages. In the alternative, Louis Kazan shall (in addition to other remedies available under any applicable Uniform Commercial Code or otherwise by law) have the right to appropriate and apply the goods to payment due hereunder. Louis Kazan may proceed to sell or otherwise dispose of the goods at public or private sale for cash or credit; provided, however, that Buyer shall be credited with the proceeds of such sale only when the proceeds are received by Louis Kazan. If any notification or intended disposition is required by law, such notification shall be deemed reasonably and properly given if mailed at least ten days before such disposition, postage prepaid, to Buyer at the Buyer's address set forth on the face side hereof. Any proceeds of the goods may be applied by Louis Kazan to the payment of expenses and costs to exercise Louis Kazan's rights hereunder, and any balance of such proceeds shall be applied against Buyer's account in such order as Manufacturer shall determine in its sole discretion. Buyer will remain liable for the balance of all unpaid accounts.

EXCLUSIONS

All of Louis Kazan's drawings, descriptive matter, weights, dimensions, descriptions and illustrations contained in the Louis Kazan's catalogues, prices lists or advertisements are close approximations only and intended to give a general description of the goods and shall not form part of this agreement. Furniture and lighting is handmade, and therefore is subject to slight variations. All sizes as indicated in the price list are within 1/2" variance.

WAIVER

Waiver by Louis Kazan of any breach of these terms and conditions shall not be construed as a waiver of any other breach, and failure to exercise any right arising from any default hereunder shall not be deemed a waiver of such right at any subsequent time.

SEVERABILITY

In the event that any one or more of these terms or conditions is held invalid, illegal or unenforceable, such provision or provisions shall be severed and the remaining terms and conditions shall remain binding and effective

CONTROLLING LAW

This agreement and all rights and obligations hereunder, including matters of construction, validity and performance shall be governed by the laws of the State of California including the Uniform Commercial Code as enacted in that jurisdiction, without giving effect to the principles of conflicts of law thereof. All disputes shall be filed in with the American Arbitration Association in Los Angeles, California and governed by the rules of AAA. All decisions made in the arbitration will be considered binding and an entry of judgment shall be deemed to the prevailing

party. Any judgment rendered by the arbitrator may be entered in any court having jurisdiction. (Attorney fees and cost shall be awarded to prevailing party.)

ENTIRE AGREEMENT

ACCEPTANCE OF ORDERS IS BASED ON THE EXPRESS CONDITION THAT BUYER AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. ACCEPTANCE OF DELIVERY BY BUYER WILL CONSTITUTE BUYER'S ASSENT TO THESE TERMS AND CONDITIONS.

THESE TERMS AND CONDITIONS REPRESENT THE COMPLETE AGREEMENT OF THE PARTIES, AND NO TERMS OR CONDITIONS IN ANY WAY ADDING TO, MODIFYING OR OTHERWISE CHANGING THE PROVISIONS STATED HEREIN SHALL BE BINDING UPON LOUIS KAZAN UNLESS MADE IN WRITING AND SIGNED AND APPROVED BY AN OFFICER OF MANUFACTURER. NO MODIFICATION OF ANY OF THESE TERMS WILL BE AFFECTED BY MANUFACTURER'S SHIPMENT OF GOODS FOLLOWING RECEIPT OF BUYER'S PURCHASE ORDER, SHIPPING REQUEST OR SIMILAR FORMS CONTAINING PRINTED TERMS AND CONDITIONS CONFLICTING OR INCONSISTENT WITH THE TERMS HEREIN.