

TERMS AND CONDITIONS

1. Certain Disclaimers and Limitations on Liabilities:

(a) Seller warrants that the Products shall comply with the specifications provided on the reverse side hereof and or on any invoice delivered to Purchaser, subject to the qualifications and exceptions provided herein. EXCEPT FOR THIS LIMITED WARRANTY, SELLER DOES NOT MAKE ANY WARRANTIES OF ANY KIND WITH RESPECT TO THE ANTIQUE PRODUCTS DELIVERED HERE UNDER EXCLUDING THE LIMITED WARRANTY SET FORTH HEREIN, THE PRODUCTS ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OR TRADE. NO ADVICE OR INFORMATION GIVEN BY SELLER, ITS AFFILIATES, AGENTS, REPRESENTATIVES, OR CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY. (b) The Products' dimensions provided on the reverse side hereof and/or in any description of the Products are only approximate dimensions and actual dimensions will vary. The Products require custom installation. Door jams and other materials at the installation site will require custom modifications to install the Products. Additionally, the Products are made of materials that, in their natural state, expand and contract with changes in environmental conditions, and the installation site should accommodate these naturally occurring changes in the Products' dimensions. For clarification, any minor alterations that are required to be made to the door shall be the responsibility of Purchaser (e.g., shaving a Product down to requisite size and subsequent staining). (c) The Products are antiques, and, while restored, contain imperfections attributable to the Products' advanced age. Purchaser is ordering the Products based on pictures and descriptions thereof and without first inspecting the Products. Purchaser acknowledges that Products will contain imperfections and other attributes discoverable by Purchaser only upon the physical inspection of the Products, and that the pictures and descriptions of the Products will not disclose the existence of any or all such imperfections and other attributes. These imperfections and other attributes are not defects, and Purchaser shall have no right to reject the Products based upon any such imperfections or attributes discovered upon physical inspection. (d) TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, THE COSTS OF PROCURING SUBSTITUTE PRODUCTS OR FOR ANY LOSS OF PROFITS, OR FOR ANY PUNITIVE DAMAGES, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE CONSEQUENCES OF LATE DELIVERY, UNAVAILABILITY, OR NON PERFORMANCE, REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY IN NO EVENT WILL EITHER PARTY'S MAXIMUM LIABILITY UNDER THIS AGREEMENT AT ANY TIME EXCEED AN AMOUNT EQUAL TO THE AMOUNTS PAID TO SELLER UNDER THIS OFFER

9. Offset: In no event may Purchaser, at any time, set off the amount of any liability to Seller in connection with this offer against any liability of Seller to Purchaser or any affiliated entity of Purchaser, whether or not then due.

10. Notices: All notices or demands required hereunder shall be in writing and made electronically, whether by electronic mail or facsimile, by personal service or sent via certified mail to the address of the receiving party as set forth herein (or such different address as either party may designate by notifying the other party in writing).

11. Assignment: Seller may assign or transfer any and all of its rights and obligations hereunder without the prior written consent of Purchaser. Purchaser may not assign or transfer its rights or obligations hereunder without the prior written consent of Seller.

12. Force Majeure: Seller shall not be liable for any damage to Products as a result of any delay or failure to accept delivery due to any act of God, act of Purchaser, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown or other labor difficulties, war, act of terrorism, riot, delay in

Amighini Architectural

transportation, defaults of common carriers, inability to obtain necessary labor, materials or manufacturing facilities or, without limiting the foregoing, any other delays beyond Seller's control which shall affect the Purchaser's ability to receive and use the Products, and, in the event of such delay, the date of delivery shall be extended for a period of the time lost because of the delay.

13. Severability: If any provision of this offer or any agreement for sale pursuant hereto is held to be invalid, illegal or unenforceable for any reason or in any respect whatsoever, such invalidity, illegality or unenforceability shall not affect any other provisions of this offer or any agreement for sale pursuant hereto, and this offer or any agreement for sale pursuant hereto shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Seller and Purchaser hereby agree, however, to use their commercially reasonable efforts to agree upon an equitable amendment of this offer or any agreement for sale pursuant hereto a substantive provision is affected.

14. Headings: The headings of the paragraphs herein are for convenience of reference only and are not to be considered in construing this offer or any agreement of sale pursuant hereto.

15. Remedies Cumulative: The rights and remedies of Seller set forth herein shall be in addition to any rights or remedies which Seller may otherwise have. No waiver of a breach of any provision of this offer or any agreement for sale pursuant hereto shall constitute a waiver of any other breach, or of such provisions.

16. Governing Law Exclusive Jurisdiction: This offer and any agreement of sale pursuant hereto shall be governed and construed in accordance with the laws of the State of NEW JERSEY, notwithstanding the conflict of laws principles thereof. In the event any party to this offer or to any agreement of sale pursuant hereto commences any litigation, proceeding or other legal action in connection with or relating to this offer or any matters described or contemplated herein, with respect to any of the matters described or contemplated herein, the parties hereby (a) agree under all circumstances absolutely and irrevocably to institute any litigation, proceeding or other legal action in a court of competent jurisdiction located within the City of Jersey City, NEW JERSEY, whether a state or federal court; (b) agree that in the event of any such litigation, proceeding or action, such parties will consent and submit to personal jurisdiction in any such court described in clause (a) of this paragraph and to service of process upon them in accordance with the rules and statutes governing service of process (it being understood that nothing in this paragraph shall be deemed to prevent any party from seeking to remove any action to a federal court in Jersey City, NEW JERSEY); (c) agree to waive to the full extent permitted by law any objection that they may now or hereafter have to the venue of any such litigation, proceeding or action in any such court or that any such litigation, proceeding or action was brought in an inconvenient forum; (d) agree that service of process in any legal proceeding by mailing of copies thereof to such party at its address set forth herein for communications to such party shall be effective and binding service in every respect; and (e) agree that nothing herein affect the rights of any party to effect service of process in any other manner permitted by law.