

Amighini Architectural est. 1945

Antique & Designed Elements

246 Beacon Ave. Jersey City, 07306
201.222-6367
www.amighini.net

SALES TERMS AND CONDITIONS

- 1. Acceptance and Governing Provisions:** This writing (and not any purchase order or other document of Purchaser, as defined herein) is not an acceptance of any offer to buy, but is an offer, or counter-offer, by Architectural, Inc. ("Seller") to sell goods (the "Products") to the purchaser to which this offer is addressed (the "Purchaser"), subject to the terms and conditions set forth on the face and reverse sides hereof, or on any document attached here to and/or forwarded here with. Acceptance of this offer is limited to said terms and conditions; and Seller here by objects to any additional or different terms contained on any of Purchaser's purchase orders or other forms, or in other correspondence from Purchaser. Purchaser, by (i) indicating its acceptance by signing the front of this offer, (ii) indicating its acceptance by written communication, including without limitation, by electronic communication (i.e., via electronic mail or facsimile), and/or (iii) accepting the Products, shall be deemed to have assented to the terms and conditions set forth in this offer or other document here after sent by Seller not withstanding any terms contained in any prior or later communication from Purchaser and whether or not Seller shall specifically or expressly object to any such terms. The terms and conditions set forth herein may in some instances conflict with some of the terms and conditions set forth in the purchase order or other document used by Purchaser. Seller's failure to object to any provisions contained in any document or other communication from Purchaser shall not be deemed a waiver of any of the terms hereof. A duly authorized officer of Seller forth herein must specifically agree to any changes in the terms and conditions set in writing before becoming binding on either Seller or Purchaser.
- 2. Payment Terms Taxes Late Payment:** Purchaser shall pay to Seller the amount stated on the front of this offer and/or on any invoice delivered to Purchaser. Unless otherwise specified on the face hereof, (i) each installment payment amount shall be due on the date shown on the invoice signed and accepted by Purchaser, and (ii) the amounts stated on the front of this offer and/or on any invoice include all taxes, including without limitation sales and use taxes, stamp charges, licenses, royalties, duties and government assessments or levies on or on account of the Products. Unpaid balances on overdue amounts shall accrue interest at a rate of eighteen percent (18%) per annum. Purchaser shall pay all attorneys' fees, court costs, and all other costs incurred by Seller in collecting any overdue amounts, including interest. All of our Special and/or Custom Made Orders have to be sign and approved by customer.
Payment Terms on all Special and/or Custom Made Orders are - (A) Any orders that are \$14,999 and under will require a 50% deposit to start shop drawings. Once shop drawings are approved the production of order will began. The remaining balance of the order will be due once production is complete. Please note if final balance isn't paid in full your order will not be released. (B) Any orders that are \$15,000 and above will require a three payment method listed below:
35% of total amount is due once the estimate and/or invoice have been approved.
45% of total amount will be due after shop drawing(s) and/or Photoshop(s) are approved.
20% of total amount will be due prior to pick-up/delivery and/or shipping.
NOTE: If client fail to complete any of the established payment agreements the production completion will be delay up to 30 days. If there is no payment received by or before the 30 days, your order will be cancel without a refund.
- 3. Changes In Order:** Seller reserves the right at any time to make changes in anyone or more of the following: (a) methods of shipment or packing, (b) place of delivery, and (c) time of delivery. If any such change causes an increase or decrease in the cost of or the time required for performance of this offer or any agreement of sale pursuant hereto, an equitable adjustment shall be made in the price or delivery schedule, or both. Any claim by Purchaser for adjustment under this paragraph shall be deemed waived unless asserted in writing within ten (10) days from receipt by Purchaser of the change. Price increases or extensions of time for delivery shall be binding on Purchaser.
- 4. Order Cancellation:** Purchaser acknowledges that each Product is unique, that there may not be another customer for an ordered Product, and that Seller will incur substantial costs following Purchaser's order. Consequently, all orders are final, and may not be cancelled by Purchaser following acceptance by Purchaser of this offer without Seller's written approval, which approval may be withheld by Seller in its absolute discretion. Should Seller permit Purchaser to cancel its order, Purchaser shall be liable to Seller for reasonable cancellation charges which shall include, such as 15% re-stocking fee for local and regular orders, all costs and expenses incurred by Seller in connection with procuring and filling Purchaser's order, but shall not exceed the actual resale price of the Products with respect to which the order was canceled. Seller may cancel any order at any time prior to delivery of the Products by Seller to Purchaser at the Destination, by notifying Purchaser that the order has been cancelled and returning to Purchaser all amounts paid minus re-stocking fee. For special or custom made orders, coming from over seas Purchaser may not be able to cancel the order under any circumstance and the total amount paid by Purchaser won't be refunded.
- 5. Delivery, Delay and Anticipation:** Seller shall deliver the Products in accordance with the quantities and specifications, and at the prices specified on the face hereof or in any document attached hereto or referred to herein and/or on any invoice delivered to Purchaser, unless amended by Seller pursuant to paragraph 3 above. If, for reasons beyond Seller's reasonable control, shipment is delayed beyond the last date on which shipment by the method contemplated herein would result in delivery guaranteed on or before the required delivery date herein, Seller shall make shipment by the most reasonably available method of transportation. Any additional cost of such method of shipment shall be borne by Purchaser. Seller shall promptly report any delay in shipment to Purchaser.
- 6. Shipping Packing Insurance:** Seller shall deliver the Products CIF to the port of entry specified on the face hereof (the "Port of Entry"). The price of the Products includes the cost of the Products and the cost of all insurance and freight for delivery to the Port of Entry. Delivery to the Port of Entry shall be made by a carrier or freight forwarder selected by Seller; and the Products shall be packaged as necessary to protect them during normal freight handling. Purchaser shall be responsible for all costs, including insurance and freight, for further delivery of the Products from the Port of Entry to the destination selected by Purchaser and identified on the face hereof (the "Destination").
- 7. Title Security Interest.** Acceptance: Title, possession and risk of loss shall pass to Purchaser upon delivery of the Products by Seller to Purchaser at the Destination. Purchaser agrees, however, that Seller shall retain a purchase money security interest in all Products sold by Seller to Purchaser, and to any proceeds thereof until purchase has been paid in full. Purchaser agrees to execute any financing statements or other documents as Seller may request in order to protect Seller's security interest. Upon any default by Purchaser here under, Seller shall have all rights and remedies of a secured party under the Uniform Commercial Code, which rights and remedies shall be cumulative and not exclusive. All products shall be deemed acceptable to Purchaser unless, within ten (10) days from the date the Products are delivered to the Destination, Purchaser shall notify Seller in writing that such Products are damaged. Seller shall repair all damaged Products at Seller's cost, subject to reimbursement from insurance proceeds payable on Products damaged in transit. Damaged Products that cannot be repaired within ninety (90) days following Seller's receipt of the Product may be returned by Purchaser. Seller must authorize all returns. Seller shall reimburse Purchaser for the cost of all Products returned in accordance with this paragraph 7.

Amighini Architectural est. 1945

Antique & Designed Elements

8. 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 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 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 that 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 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 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.

CUSTOMER NAME

CUSTOMER SIGNATURE

DATE