

TERMS AND CONDITIONS
HAUTE HOUSE HOME FURNISHINGS, INC.

3235 North San Fernando Road, Bldg. 7A
Los Angeles, CA 90065
Phone & Fax (323) 256-2800

PAYMENT TERMS

Orders require a 50% deposit when placed on orders over \$2,000, with the balance to be paid prior to shipping. Orders under \$2,000, require payment in full to be placed into production. Haute House Home Furnishings, Inc. (HH) accepts major credit cards, checks, wire transfers (add 1.5% for Wire Transfers) and cash for payments. The remaining 50% (plus any additional charges or shipping costs) must be paid 5 days prior to shipping.

SERVICE CHARGES

Service charges on past due invoices, except validly disputed items, will be assessed as follows: 1-1/2 % per month or the maximum allowable by law on past due amounts open as of the last day of each calendar month until the past due amount is paid. It is advised that your company keep a current credit card on file with HH so past due amounts may be charged without incurring a service charge. HH will notify your company prior to making any charge.

ORDER CONFIRMATION AND EXPECTED SHIP DATE (ESD)

Orders can be accepted in person, via email, HH Website, US Mail, other package delivery services or by fax. Orders cannot be accepted via telephone. The same applies to Revisions. HH requires that each Order or Revised Order be confirmed in writing via the above-mentioned communications. No verbal confirmations will be accepted. Once the Confirmation and Payment has cleared, HH will put the order into the Production Schedule. The Order Confirmation and payment must be received within 1 week of the date of the HH Estimate to hold the quoted ESD. If it is received after that time, HH cannot guarantee the quoted ESD. Orders will be held until HH receives an approved confirmation. It is essential that you review your Confirmation for accuracy and notify HH of any discrepancies within three (3) business days from receipt of the confirmation. HH will make every attempt to meet or exceed the ESD; however, lead times are meant as a guideline. HH is not liable for ship dates that exceed the quoted ESD. After the Confirmation has been received by HH, a final detailed Estimate/Acknowledgement will be sent to Customer for Final Approval. Contact HH if you have not received it or if you have questions or issues that need clarification. Customer's Own Material (COM) must be received at HH 4 weeks after Order Confirmation date. COM delays will affect the ESD and HH will not be held responsible in such a case. COM MUST be labeled with the Customer's Name and HH Estimate Number or it may be refused. Customer is required to provide a diagram of COM placement for each product on order. If damaged COM is received at HH, the Customer must arrange for a call tag for return shipping and/or replacement.

Please carefully review the Weights and Dimensions section below.

RUSH CHARGE

A Rush Charge is an upcharge for completion of an Order sooner than the quoted ESD and/or a guaranteed Ship Date. An upcharge of 20% per item will be charged to Rush an Order through Production.

REVISIONS AND CANCELLATIONS

Revisions to Orders will be accepted only *before* HH has placed the order into Production. That is, before the frame has been started or fabric has been ordered or cut. After that, additional charges will be incurred and the ESD may be affected. Cancellations are only accepted before Production has begun and must be approved with a signed verification from HH. Only in this case will the 50% deposit be refunded in the case of a Cancellation. No deposits will be refunded once Production starts. All Custom Orders and Rush orders are non-cancelable, and no deposit will be refunded once HH has received Order Confirmation, Payment and Production has begun.

ON SITE REPAIRS

HH, at its discretion can and may authorize certain repairs to be done locally. Submit a detailed explanation of the problem with photos and an estimate. HH will credit or pay for pre-authorized repairs only.

SHIPPING

Although we have carriers that have performed well for us over the years, CUSTOMERS ARE STRONGLY URGED TO SPECIFY THEIR OWN CARRIERS AND ARRANGE THEIR OWN SHIPPING. Barring specific shipping instructions, HH will select the carrier for your order, F.O.B., factory, Los Angeles, CA. Once product has left our dock by any carrier it becomes Customer property. HH is not responsible for shipping damage. When product is received, it is the Customer's responsibility to open and inspect the product and file a claim with the shipper for any damage. If you suspect damage, take pictures of the packaging and all product damage. You have the option to refuse the shipment and notify the shipper. Or, you may choose to keep the product and notify the shipper. In this case, retain all of the packaging for shipping at a later time. Please carefully review the Weights and Dimensions section below.

PACKING CHARGING

No charge for standard packing on blanket wrapped shipments. Additional charges apply for boxing, palletizing, crating and International Shipping. Request a packing estimate when ordering.

STORAGE

HH will charge storage fees for any order not shipped within 1 week of ESD because of non-payment of balances due or to delays caused by Customer arranged shipping. Charges will be calculated at 10% of the order total per month, or any portion thereof.

WEIGHTS AND DIMENSIONS

Variations from the listed Weights and Dimensions may occur because of tailoring methods.

HH is not responsible for items that do not fit through exterior or interior doorways, hallways, stairs, windows, etc during the shipping and delivery process. Measure carefully to ensure that each product will fit through these restricted-space areas. Adjustments for some restrictions may be possible if they are known in advance of frame construction. Adjustments will be an up-charge.

Any Customer-requested change to listed Weights & Dimensions requires Customer to specify **all** dimensions of the product. Errors that may result from incomplete Customer dimensions are the Customer's responsibility and additional charges may result.

FABRICS AND LEATHERS

HH does not guarantee color fastness or durability of any fabric or trim whether COM or HH fabric.

Please visit our Website for helpful order information and disclosures. hautehousehome.com

CUSTOMER SIGNATURE

DATE