

TERMS AND CONDITIONS HAUTE HOUSE HOME FURNISHINGS, INC.

3235 North San Fernando Road, Bldg. 7A
Los Angeles, CA 90065
Phone & Fax (323) 256-2800 (Customer Service: Ext. 131)

PAYMENT TERMS

Orders require a 50% deposit when placed on orders over \$2,000, with the balance to be paid 5 days 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 fee will be determined on the ESD requested and will apply to each item that is requested to be rushed. Rush Orders will only be accepted if there is room in our production schedule to accommodate it.

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, this applies to online orders as well. It is the customer's responsibility to contact HH in writing, or speak with a customer service representative, for a cancellation request. If production has not begun on an order, then the 50% deposit be refunded in the request 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. For Online Orders, the customer has 1 month, from original order date, to request a cancellation. Online Orders will not be refunded after 1 month has passed and production has started.

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

Shipping is not included in the price of your purchase. There is an additional Shipping Fee for all retail and trade orders. A Haute House customer service representative will contact you regarding your shipping options.

Although we have 3rd party freight carriers that have performed well for us over the years, CUSTOMERS ARE STRONGLY URGED TO SPECIFY THEIR OWN CARRIERS AND ARRANGE THEIR OWN SHIPPING. Orders do NOT come with free shipping. Shipping costs are a separate charge and will vary depending on the freight carrier used and the type of delivery service that is chosen by the customer. 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 or shipping refunds due to damages or delays by the freight company. 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 the packaging for shipping 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 2 weeks 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

Measurements of products are listed online; it is the customer's responsibility to verify the standard measurements fit their needs. Variations from the listed Weights and Dimensions may occur because of tailoring methods. Contact HH customer service if the products cannot exceed certain measurements. 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 are possible if they are known prior to frame construction. Adjustments will be an up-charge. Any Customer-requested change to the 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 as it is the customer's choice which fabric is used on a product.

PRODUCTS THAT FEATURE COM

(Customers Own Materials) ARE PRICED TO INCLUDE OUR CATEGORY "C" FABRIC All of our products that show COM (Customers Own Materials) are shown priced with the option of Grade "C" Fabrics that come in many colors. 2 of our most popular options are: MAJESTIC: 40% Rayon / 60% Cotton REGAL: 100% Cotton.

Once your furniture has been purchased you will be contacted by a Haute House Home Customer Service Professional to begin the process of choosing your fabric and color. You always do have the option of choosing higher or lower grade fabrics. These will incur an Upcharge for Fabrics Category D and Up and a Downcharge for Fabrics that are Category A and B.

Please contact us with any questions and concerns. Phone: 323.256.800 x.131 | Email: info@hautehousehome.com | hautehousehome.com

CUSTOMER SIGNATURE

DATE