



TERMS AND CONDITIONS - LUMA DESIGN WORKSHOP, LLC

ORDER SUBJECT TO ACCEPTANCE

All orders are subject to acceptance by the manufacturer of the Product Line ("Manufacturer"), at Manufacturer's designated location for acceptance of orders.

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 MANUFACTURER 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.

PRICES AND TERMS

All prices are designer net to the qualified trade. All items are F.O.B. Seattle, WA. A minimum deposit of fifty percent (50%) of the purchase price is required to initiate order fulfillment. All accounts shall be paid net when invoiced. Orders must be paid in full, including shipping, handling, crating and packing, storage, taxes and service charges prior to shipping. A service charge of the lesser of 2% per month or the maximum permissible rate will be added to all accounts not paid within sixty (60) days from the date of invoice for final balance due. All applicable taxes (including sales tax) are the responsibility of the purchaser. Prices are subject to change without notice and should be checked with your sales representative before ordering.

STORAGE FEES

Additional storage fees of 1% per month will be charged to store merchandise if not picked up within sixty (60) days from the date of invoice for final balance due.

SHIPPING

Manufacturer will arrange product shipments with their preferred carrier unless Buyer specifies shipment method. All packing, freight, delivery, and insurance charges are additional to product pricing. If Buyer agrees to permit Seller to coordinate shipping arrangements, the associated freight charges will be itemized on the invoice, with the freight charges due in full before shipment is released. All finished pieces will be thoroughly inspected prior to transport, any possible damage incurred during shipping is a claim to be made direct with shipper at time of receipt. Any shipments returned to Manufacturer as a result of Buyer's unexcused delay or failure to accept delivery will require Buyer to pay all additional costs incurred by Manufacturer including storage fees.

CANCELLATION OF ORDERS

All goods are custom made to order and cannot be changed or canceled after ten working days from receipt of 50% deposit. No refunds will be issued if an order is canceled after receipt of deposit. Changes in order, returns or cancellations require prior written approval from manufacturer. Such orders will be subject to change, cancellation or stocking fees up to 50% of the net selling price.

PRODUCTION LEADTIME

All quoted completion and delivery dates are estimates only. Manufacturer 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) Manufacturer'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 Manufacturer 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.

TAXES

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

DAMAGES / LOSS / REPAIR

Delivery of goods to carrier shall be deemed delivery to Buyer, and thereupon title to such goods, and risk of loss or damage, shall be Buyer's. Upon delivery of the merchandise, the receiver must unpack all materials, inspect thoroughly for damage, and note any damage on the freight bill before it is signed. If any damage is found, follow the shipping company's claim instructions. Do not attempt to repair the merchandise. The freight company will send an inspector to the site to make a report. Keep all packaging materials until inspection is complete. The procedure must be followed to allow for repair and/or replacement.

Damage claims must be filed within three (3) days of receipt of shipment. Claims filed after five days will not be honored. Failure to make such claim shall constitute acceptance of the merchandise and waiver of any defects errors or shortage.

If an item is damaged by the shipping company and needs to be reordered or repaired, the order will be subject to standard terms and lead times. All decisions regarding repair and/or replacement will be at the sole discretion of the Manufacturer.

WARRANTY AND DISCLAIMER

Except as specified herein, Manufacturer 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:

Wood, metal, resin and glass finishes are made by hand and may vary in color, tone and character. While Manufacturer will make every effort to match a finish, no guarantee can be made of an exact match. Manufacturer 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 is handmade, and therefore is subject to slight variations. For pieces including Resin and Cast Glass note: dye-lots of custom resin work can vary between 5–10% including but not limited to color variation, slight thickness variations, air bubbles, cloudiness—within custom resin work is possible due to the inherent nature of the chemical processes involved in fabrication. The variations mentioned above for wood, metal & resin shall not be considered to be defects or basis of any claim. Custom coloration and finishes can be chosen by the Buyer and such customization will have an associated upcharge. All custom colors or styles will be approved in advance of the final fabrication of custom work by the Buyer via a finish sample provided by the Manufacturer.

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LIMITATION OF REMEDIES

MANUFACTURER 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 MANUFACTURER'S 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 MANUFACTURER IN WRITING WITHIN THIRTY (30) DAYS FROM THE DATE BUYER DISCOVERED, OR SHOULD HAVE DISCOVERED, ANY CLAIMED BREACH.

REMEDIES UPON DEFAULT

Manufacturer 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, Manufacturer 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, Manufacturer 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. Manufacturer 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 Manufacturer. 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 Manufacturer to the payment of expenses and costs to exercise Manufacturer'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 Manufacturer's drawings, descriptive matter, weights, dimensions, descriptions and illustrations contained in the Manufacturer'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 Manufacturer 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

Any claim or controversy arising out of this agreement shall be settled by arbitration in the county of King County, Washington in accordance with the rules of the American Arbitration Association. The prevailing party in any such action shall be entitled to recover any additional attorney's fees.

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