

COMMERICAL TERMS AND CONDITIONS (PAGE 1 OF 3)

Acceptance of Terms: Soft Touch Wood, LLC, DBA Soft Touch Furniture, reserves the right to update and/or modify these terms and conditions at any time without prior notice. All product-related information is subject to change without notice.

Payment Terms: 50% deposit of total order is required before processing. Remaining balance **MUST** be paid in full (7) business days prior to scheduled delivery date or with a certified check before product is picked up or delivered. The payment methods that we currently accept are: Check by mail and money wire. We accept MasterCard, Visa, and Discover with a 3% processing fee on sales over \$1,000.00. We **DO NOT** accept American Express. We reserve the right to refuse any form of payment.

We do not accept international payments by credit card or check. We will accept international wire transfer. There will be an added fee of \$20.00 per international wire.

Cancellation by the customer of this sales agreement will result in the forfeiture of the required deposit. No refunds are available.

Acknowledged Shipping Date: The shipping date shown on our order acknowledgement is the approximate shipping date. Orders will be shipped as close as possible to the approximate date designated on our order acknowledgement. Soft Touch Wood, LLC, will not be liable for delay in shipment or delivery of the order, or for damages claimed to result from such delay.

F.O.B.: All orders will ship prepaid, with freight charges added to the invoice unless otherwise requested. All merchandise is F.O.B. origin; call to determine the point of origin.

Hold Orders/Storage Fees: Once an order has been completed and the customer has been notified of its availability, pick-up or delivery must occur within 10 days. Orders held over ten (10) days at customer's request, will be invoiced and must be promptly paid, even though shipment is to be held at the factory. A storage fee of 3% of the merchandise total per month will be invoiced on orders held over (10) days with a minimum of (1) month fee.

Delivery: Whenever possible, we will ship as per customer's delivery request. We assume no responsibility for warehousing of merchandise when consignee is unable to receive shipment.

Returns: Soft Touch Wood, LLC, products are custom made and not subject to returns.

Table Bases: Table bases require assembly and need to be attached to the table tops.

Cast iron table bases are not recommended for outdoor use at any time. Rusting of cast iron table bases is not covered under any warranty.

Table base powder coating is warranted for a period of (12) months from invoice date against adhesion or failure from defects in workmanship. The warranty does not apply to rust, rust seepage, oxidation, or any coating failure caused by nicks, cuts, scratches, or other damage that breaks the seal of the powder coating, including normal wear and tear. Most table bases are cast parts/porous casting; therefore, Soft Touch Wood, LLC, cannot guarantee nor assume responsibility for imperfections in the coating finish. Several powder coating finishes are available. For options, see <http://softtouchfurniture.com/resources/powder-coatings>. It is the responsibility of the customer to verify the correct color, performance, gloss, and surface appearance of powder coating with each order. Color swatches available online may not be accurate because of variations in computer monitor color settings. Sample chips can be requested directly from the powder coating manufacturer.

Wood Finishes/Stains: The finishes shown on wood finish cards have been simulated to show what finishes will look like on certain types of wood. Please be advised that different wood, as well as grain and tone variations in the same wood, absorbs stains differently. Therefore, we cannot guarantee nor assume responsibility for exact duplication of the stain (color) finishes.

Wood: Wood is a product of nature, which varies from tree to tree and piece to piece. Grain and marked color variations between boards on the same species of wood can occur. Therefore, we cannot guarantee nor assume responsibility for exact duplications of wood species.

Wood Tabletops: Wood tabletops are subject to shrinkage, warping, and seasonal cracks due to the natural moisture in the wood. These occurrences are nonstructural and will not affect the durability of the table; therefore, we do not warranty against natural cracking or gapping, as these are not defects in manufacturing or craftsmanship.

Care and Maintenance. Excessive heat, cold, dryness, or humidity are often responsible for any cracking or splitting of the wood. We recommend using solid wood table tops in cool room settings (68 – 72 degrees Fahrenheit) with a relative humidity between 40% and 45%. Proper air circulation in the room is necessary. Any sudden changes in temperature or humidity can affect the tabletop, so change your thermostat settings gradually as the seasons change. Carefully consider the placement of your tables. Avoid direct sunlight, heat sources, and bright lighting. Also, do not place tables within close proximity to radiators, heating vents, space heaters, ovens or wood-burning stoves. If you plan to store your wood tabletops for an extended period of time in a storage facility, make certain that the storage unit is climate controlled.

Everyday care of wood tabletops requires attention. To prevent warping, do not use vinyl table cloths or glass tops on your tables. Avoid placing extremely hot (above 190 degrees Fahrenheit) plates directly on wood tabletops; high temperatures can cause staining or cracking. Also avoid using dinnerware with rough or abrasive bottom. Wipe up any spills of liquid immediately. Never use polish or cleaners that contain ammonia, bleach, alcohol, silicone, degreasers, abrasives, or harsh chemicals.

To clean, gently wipe with a soft cloth dampened with a mild detergent and water solution. Wipe dry with a clean, soft cloth. Scratches in the wood can be repaired using a colored wax repair stick. If proper care is taken with solid wood tabletops, their lifetimes may be extended by sanding and restaining.

Screws: All screws applied to wood tops require a pilot hole. The size or diameter of the pilot hole should be 1/32" smaller than the diameter of the screw (up to #10). Wood screws #12 and larger should be 1/16" smaller than the diameter of the screw. The depth of the pilot hole is to equal the portion of the screw penetrating the top. Use care to not drill through the face. No guarantee of any kind is expressed or implied except as pertaining to material and workmanship.

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Variations from Floor Samples, Web Images, or Printed Literature: Because of the craftsmanship involved and the natural materials used in the manufacturing process, variations can occur from piece to piece. Therefore, Soft Touch Wood, LLC does not cover under warranty any differences between floor samples, finish samples, printed or website illustrations and the furniture that is delivered. If any model or sample is shown to the purchaser, such model or sample is used merely to illustrate the general type and quality of goods and are not to represent that goods supplied to the purchaser will necessarily conform in all aspects to the sample or model.

Seating Comfort: Soft Touch Wood, LLC recommends that the purchaser purchase and approve a sample before ordering. Because custom seating is manufactured to the purchaser's specifications, and because seating comfort is highly subjective, Soft Touch Wood, LLC cannot warrant custom seating products against user discomfort.

Estimates/Price Quotations: All price quotations will be honored for a period of 30 days, unless otherwise specified, and must be in writing.

Order Confirmation / Acknowledgement: All orders will be confirmed and acknowledged by Soft Touch Wood, LLC, in writing prior to being produced. The order acknowledgement is the final agreement between the customer and Soft Touch Wood, Inc. The order acknowledgement supersedes all prior oral and written statements. Orders are not scheduled nor entered into production until complete information and deposit have been received.

It is the responsibility of the customer to "double check" and verify that all the information on our acknowledgment is correct, especially with regards to quantities, finishes, and fabric choices. The acknowledgement is an exact copy of what you have ordered.

Freight Claims—Loss and Damaged Shipments: All shipments that have left from our facility and become damaged and/or lost in transit will have to have a claim filed by the consignee. Soft Touch Wood, LLC, will "NOT" be held liable for filing any claims with the carrier / truck or courier. All shipments must be carefully inspected and counted with any damage being noted on the delivery receipt. The customer is responsible for contacting the carrier upon discovery of any damage or shortages. Soft Touch Wood, LLC, has no responsibility regarding concealed damages or losses.

Cancellations/Changes: Orders may not be cancelled or changed without the written consent of Soft Touch Wood, LLC. Such consent may be withheld, granted, or granted subject to conditions, service charges, and/or price changes in Soft Touch Wood, LLC's, sole discretion. Refunds of customer's deposits shall not be granted in any circumstances. In the event that Soft Touch Wood, LLC, agrees to such a change or cancellation, Soft Touch Wood, LLC, may advise customer of the total charge for such change or cancellation, and customer agrees to pay such charges, including but not limited to storage and shipment costs, costs of producing nonstandard orders, costs of purchasing nonreturnable items, cancellation costs imposed on Soft Touch wood, LLC, and its suppliers, and any other costs resulting from cancellations of this order by customer. Soft Touch Wood, LLC, may waive such costs in its sole discretion.

Delay: Seller shall not be liable for delays in performance caused by act of God, fire or other casualty, accident, riots, civil commotions, acts of war, excessive radiation, strike, shortage of labor or materials, governmental action, or any other cause beyond the Seller's commercially reasonable control, and the time for the Seller's performance shall be extended by the period of such delay. No delivery dates for orders are guaranteed. Soft Touch Wood, LLC, reserves the right to apportion its production as it determines appropriate in its sole discretion to meet customer's needs. Soft Touch Wood, LLC, shall not incur any liability, whether direct, indirect, special, incidental, punitive, economic, consequential, or otherwise (including, without limitation, loss of profits and/or loss of value), whether directly or indirectly, nor shall any order be cancelled because of delays in delivery.

Seller reserves the right to apportion its production among its customers as it may determine, and any quoted delivery dates are estimated and are subject to change by Seller. Once production has commenced, the customer is required to take shipment. Customers will be charged public warehousing costs for completed orders that are delayed by customer. Soft Touch Wood, LLC, reserves the right to make delivery in installments, all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries.

Samples: Samples will only be sent when a customer places a firm order with Soft Touch Wood, LLC. Samples must be paid for in full and cannot be credited or refunded under any circumstances.

Agent's Authority: Customer understands and agrees that no agent, employee, or representative of Soft Touch Wood, LLC, has authority to bind Soft Touch Wood, LLC, to any affirmation, agreement, representation, or warranty concerning the goods purchased from Soft Touch Wood, LLC. Customer further understands and agrees that such affirmation of fact, promise, or representation made by any agent, employee, or representative of Soft Touch Wood, LLC, shall not constitute a warranty or agreement unless specifically approved in writing by an authorized officer of Soft Touch Wood, LLC. Accepted orders will be acknowledged, and customer is responsible for immediately reviewing the acknowledgment and notifying a sales representative of Soft Touch Wood, LLC, or Soft Touch Wood, LLC, customer service at 877-747-7638 of any discrepancies.

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Warranty: The original purchaser of the products from Soft Touch Wood, LLC, shall be protected against defects in material and workmanship for a period of one year from the date of the purchase. This warranty does not apply to material or products not manufactured by Soft Touch Wood, LLC; such as customer's booths, chairs, or tables being refurbished. Warranty on upholstery material is not covered by Soft Touch Wood, LLC; but is covered from upholstery mills under their warranty only. Soft Touch Wood, LLC, will accept no responsibility for the durability of customer's own material (C.O.M). All laminates are subject only to the warranty offered by the respective manufacturer of such products. Discoloration or rusting on any metal chairs, legs, table bases, etc. are not covered by this limited warranty: the foregoing warranty is in lieu of all other warranties either expressed or implied and Soft Touch Wood, LLC, neither assumes nor authorizes any person to assume for us any other obligation of liability in connection with our products. Under this warranty any products proven to be defective shall be repaired or replaced at our option, free of charge, provided it is returned prepaid as directed.

In no case shall liability under this warranty exceed the original purchase price of the defective merchandise; we reserve the right to inspect the defective item at our premises, by our factory personnel to establish the cause of the alleged product failure.

This warranty shall not apply to any product that has been repaired or altered by anyone other than Soft Touch Wood, LLC, personnel in any way as to affect, in our judgment, its stability and durability, nor which has been subjected to misuse, negligence, abuse, or accident.

The warranty described here should be in lieu of any other warranties expressed or implied, including, but not limited to any implied warranties of merchantability or fitness for a particular purpose.

Care and Maintenance: Visit www.softtouchfurniture.com for information on care & maintenance.