

TERMS AND CONDITIONS OF PURCHASE

The following are the terms and conditions of any purchase of products ("Products") from or through Jane Hamley Wells ("Distributor"). Customer acknowledges that Distributor is solely a distributor of Products manufactured by third parties ("Manufacturers").

ORDERS

ORDER INFORMATION. All orders must be received by fax, mail or email on a purchase order or letterhead of the Customer. The purchase order must be complete and include the following information: Item, quantity, finish selection, COM / COL to be received for upholstery, special upholstery instructions, required "deliver by" date; address to which order will be shipped; shipping instructions; name and phone number of contact or person who will be receiving the order; and the purchaser's sales tax/ resale number.

ACCEPTANCE. All orders are subject to acceptance by Distributor and will not be final until such acceptance. An order will be deemed accepted upon Distributor issuing an Order Invoice and delivering such Order Invoice to Customer via the fax telephone number or email address provided by Customer. Stock cannot be reserved. Production of an order will not begin until the Customer's fifty percent (50%) deposit has been received by Distributor.

COM/COL (CUSTOMER OWN MATERIAL/CUSTOMER OWN LEATHER).

COM's will be cut and applied at the discretion of Jane Hamley Wells unless special cutting instructions are included in writing with the purchase order. Fabric patterns must be identified as horizontal or vertical applications. Jane Hamley Wells will not be held responsible for defective fabrics or leathers, as all COM's / COL's are accepted as first quality goods. All COM yardages are based on 54" wide plain material. Any textiles with widths, repeats or special application must have yardages quoted on an as per basis. Distributor and Manufacturer accept no responsibility or liability for use of any material or leather supplied by Customer for purposes of upholstering the products ordered. Customer takes full responsibility for ensuring that the materials supplied meet and adhere to any local or state codes and regulations and hereby indemnifies, defends and holds harmless Distributor and Manufacturer against any and all claims, suits, damages, injury, death or other losses arising from or related to the use of such material or leather, including reasonable attorney's fees.

FOB. All Products are FOB the Distributor's loading dock, Chicago, IL. The Customer takes title to the goods at the FOB loading point, irrespective of whether freight charges have been pre-paid to and arranged by Distributor. Any and all transport claims are to be directed to the carrier. See "TRANSPORT CLAIMS" below.

SHIPPING TIME. Distributor will use commercially reasonable efforts to ship in-stock orders within five to seven (5-7) days of payment being received in full. Out of stock orders and special orders shall be shipped as soon as is practicable, subject to the production and delivery schedule of the Manufacturer and Customer's compliance with the Payment Terms.

PAYMENT TERMS. Distributor requires a deposit of fifty percent (50%) of the total cost of the order at the time the order is placed, with the balance payable in full a minimum of seven (7) days prior to shipment. In stock items require payment in full including shipping, handling & delivery charges as applicable.

ORDER ACKNOWLEDGMENTS. Acknowledgments are taken directly from client issued purchase orders and are processed accordingly. Please examine your acknowledgment carefully and notify Jane Hamley Wells in writing within 72 hours. Acceptance of any changes beyond the 72 hour time frame is strictly at the discretion of Jane Hamley Wells and may incur change fee's.

CANCELLATION. Cancellation of accepted orders is not permitted unless specifically agreed to by the Distributor in writing. Any requests to cancel an order will be considered on an individual basis. In the event that Distributor allows a cancellation, Customer shall be responsible for all costs and fees incurred by Distributor and Manufacturer with regard to such order up to the date of cancellation.

PRICING

All Product prices and pricing lists are subject to the sole discretion of the Distributor and subject to change without prior notice.

TAXES

All amounts due for taxes and assessments will be added to the Customer's invoice and are the sole responsibility of the Customer. If, after the Customer has paid the invoice, it is determined that additional tax is due, Customer shall remit the additional tax directly to the proper taxing authority, or immediately reimburse Distributor for any additional taxes paid.

DELIVERY

ROUTING. Unless the Customer specifically requests shipment routing, Distributor will use its best judgment as to shipment routing. No rebate shall be issued should a cheaper method be found.

TRANSPORT CLAIMS. Neither Distributor nor Manufacturer shall be responsible for any damages to or loss of goods incurred in transit as this is the sole responsibility of the carrier. Before accepting Products from the carrier, the Customer should inspect cartons for visible signs of damage and note any loss or damage on the delivery receipt. If there is loss or damage, the Customer should make an immediate claim with the delivering carrier. In the event that damage is concealed and not determined until the furniture is unpacked, the Customer should retain the packaging and notify the carrier immediately for an inspection. Claims against Distributor or Manufacturer shall be considered if filed with Distributor or Manufacturer in writing within three (3) business days of delivery. Failure to make such claim within this time shall constitute acceptance of the Products and waiver of any defects, errors or shortages.

CONSTRAINTS; REDELIVERY CHARGE. It is the Customer's responsibility to give advance notice to Distributor of any constraints on the Customer's ability to receive delivery during regular business hours on any business day on or after the "deliver by" date communicated to Distributor. If redelivery of order is required because the Customer fails or refuses to accept a shipment made on or after the "deliver by" date without having given advance notice, the Customer will be liable for the carrier's redelivery charges.

DISCREPANCIES. Any discrepancy between the Products received and the Products specified in the order confirmation or invoice must be described in detail to Distributor within five (5) business days of receipt of the delivery of such Products and will be promptly addressed by Distributor. Failure to contact Distributor within such five (5) day period shall constitute proof of acceptance of the delivered Products.

DELAYED ORDERS. Requests for a delay in the delivery of an order must be made to Distributor no less than seven (7) days before the "deliver by" date. If Customer requests a delay in the delivery of an order, Customer will be liable for all additional storage or shipping charges occasioned by such delay.

RETURNS

WRITTEN AUTHORIZATION REQUIRED. All Products returned without the written authorization of the Distributor will be refused, and all freight and other applicable charges will be at the Customer's expense. No credit will be allowed for Products returned without Distributor's written consent.

CASE-BY-CASE BASIS. Any requests to return Products caused by the Customer's or end-user's change of mind will be considered on an individual basis. If a return is allowed, all freight charges will be paid by the Customer and a twenty-five percent (25%) restocking fee shall be assessed.

DROP SHIP

Any Products which are drop shipped by the Distributor are on an "as sold" basis. The Distributor may impose a drop ship handling fee and such fee is subject to change from time to time. Any drop ship handling fees are in addition to any freight and other charges.

LIMITATION OF LIABILITY

To the maximum extent allowed by law, Distributor shall not be liable for any special, consequential, punitive, exemplary or incidental damages (including without limitation lost or anticipated revenues or profits relating to the same), arising from any claim relating to these conditions of sale, Products or order(s), whether such claim is based on warranty, contract, tort (including negligence or strict liability) or any other legal theory. In no event will the aggregate liability of Distributor to the Customer exceed the amount the Customer has paid to Distributor for the Products out of which liability arose. To the maximum extent allowed by law, the Distributor shall not be liable for the acts or omissions of any Manufacturer.

WARRANTY

Most products sold by Jane Hamley Wells are warranted against manufacturing defects by the respective manufacturer of the product for a minimum of two years from the date of purchase. No Other Warranties. **EXCEPT FOR AN INDIVIDUAL MANUFACTURER'S WRITTEN WARRANTY (IF ANY) NEITHER MANUFACTURER NOR DISTRIBUTOR MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. MANUFACTURER AND DISTRIBUTOR SPECIFICALLY DISCLAIM SUCH WARRANTIES, AND, BY PURCHASING PRODUCTS PURSUANT TO THESE TERMS AND CONDITIONS, CUSTOMER SPECIFICALLY WAIVES ALL SUCH WARRANTIES.**

FORCE MAJEURE

Neither Manufacturer nor Distributor shall be liable in any manner for failure to perform its obligations or for any loss, cause of action, damage or expense due to acts of God, war, vandalism, government regulation, terrorism, disaster, curtailment of transportation facilities, strikes, lockouts, boycotts, riots or civil commotion, inability to secure services, goods or materials through normal channels, acts of authorized governmental agencies or any other cause beyond the control of Manufacturer or Distributor.

CONTACT WITH MANUFACTURER

Without the Distributor's prior written consent, the Customer shall not contact any Manufacturer.

COLLECTION COSTS

In the event that it becomes necessary for Distributor to hire an attorney or otherwise pay any costs or fees in order to collect payment from the Customer, Distributor shall be entitled to collect all such collection costs or attorneys' fees from the Customer.

BRANDING

All trademarks, tradenames, logos, marks, images, copyrights, patents, intangible property and other intellectual Property ("Intellectual Property") related to any Product shall at all times remain the sole property of the Distributor or the Manufacturer as applicable. Customer's use of such Intellectual Property shall be solely for the promotion and marketing of the Products, and such use shall be subject to the approval of the Distributor. Customer shall not private label nor change the name of a Product, nor take any action which may harm or diminish the brand or reputation of the Manufacturer, Distributor or any Product. Customer shall not remove or cover up any label, mark or name which identifies the Manufacturer as the manufacturer of a Product.

GOVERNING LAW; FORUM

LAW. These terms and conditions and the transactions contemplated thereby shall be governed in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof.

FORUM. Any action, suit or other proceeding initiated in connection with these Terms and Conditions and all transactions contemplated thereby shall be brought only in any federal or state court in the County of Cook, State of Illinois. By purchasing Products through Distributor, Customer submits itself to the jurisdiction of any such court.

ENTIRE AGREEMENT

Except for invoices, order confirmations, and other documents prepared by the Distributor, these Terms and Conditions of Purchase constitute the entire agreement with respect to the Customer's purchase of Products from Distributor, including the delivery thereof, and supersede all proposals, documentation, communications and agreements whether written or oral, or previously or contemporaneously given. These Terms and Conditions control over any other terms or conditions which the Customer may include in its purchase order or otherwise claim.