

Terms and Conditions

LIAT Terms and Conditions

The following terms & conditions apply to all LIAT, LLC products.

1. ACCEPTANCE, MODIFICATION, ASSIGNMENT: By placing this order for furniture, material or other products (sometimes collectively referred to as "Goods"), Customer agrees to these Terms and Conditions which shall prevail over inconsistent provisions in any other form or document of Customer. No change or modification shall be applicable unless set forth in writing and signed by Company. Neither this order nor any interest therein shall be assigned by Customer except with the prior written consent of Company.

2. PRICING: LIAT, LLC assumes no responsibility for the quantities or the interpretation of competitive product. Pricing is based on standard LIAT furniture including standard construction, materials, finishes and sizes. Unit prices shall prevail. Pricing subject to change without notice. Prices are those in effect at the time of order entry.

3. PAYMENT: Customer agrees to pay deposit or down payment as required by Company. Customer agrees to pay to Company the amount indicated on the Invoice, 1% 15 days, net 30 days from date of Invoice (U.S. Funds only), for Goods ordered. **INTEREST WILL BE CHARGED AFTER 30 DAYS FROM THE DATE OF INVOICE AT THE RATE OF ONE AND A HALF PERCENT (1.5%) PER MONTH.** International sales will require additional payment arrangements. No Goods shall be sold on consignment or conditional sales basis. Payment for the Goods delivered hereunder shall constitute acceptance thereof.

4. DELIVERY: The specific terms of delivery are as stated on the sales order acknowledgment. Goods which are delivered in advance of schedule are delivered at the risk of Customer. The Company is not liable for delays or failure to ship due to fire, strike, act of God, the public enemy or other causes beyond the control of the Company. With respect to LIAT, LLC, all shipments which are F.O.B. Factory or Delivered, LIAT, LLC reserves the right to select the appropriate carrier. Special requests including, but not limited to, inside delivery, installation, and call before delivery are not included in the price. Any charges arising from failure to meet shipment, rerouting while in transit, or carrier storage charges are the responsibility of the Customer.

*LIAT product is shipped knocked down. Assembly in the field is required.

5. CARE AND MAINTENANCE: To maintain your LIAT product for years of use, please follow these care and maintenance guidelines:

Wood Care and Maintenance: Use a damp, lint free cotton cloth for general dusting. Work with the grain of the wood.

Laminate Tops: Laminates may be cleaned using a damp cloth and mild soap.

Marmoleum Tops: Marmoleum can be maintained by dry or wet maintenance systems. For detailed product specifications or maintenance information, contact Forbo Industries Support Services at 1-800-842-7839 or visit their website www.forbo-industries.com.

Metal Finishes: Mix a solution of liquid soap and warm water. Saturate a clean cloth with this mixture. Wipe down metal then dry completely.

Acrylic Products: Use only products specifically recommended for cleaning acrylic, or a mild solution of dish detergent and warm water. Do **NOT** use any cleaner containing ammonia to clean your acrylic products. Do **NOT** use a dry cloth or your hand to clean the acrylic - this will rub the dirt and dust into the acrylic and can scratch the surface.

Fabric Care: The ability to be cleaned will vary based on the type of fabric. For best results, a professional service is recommended. Dirt and crumbs may be gently brushed or vacuumed off. Spill should be wiped up immediately with a cloth. If upholstery has been protected with Scotchgard or Zepel, the coating should be re-applied yearly. Vinyl textiles can be cleaned with warm soapy water and then wiped down with a warm damp cloth.

6. CLAIMS. All shipments are delivered to the carrier in good condition and Company's liability ceases after acceptance by carrier. If shipment arrives short or damaged, the Customer must file a claim immediately with the carrier. In the event of concealed damage, notify carrier and request an immediate inspection. Keep all cartons and packing material. Failure to file claim within 15 days after receipt of Goods constitutes acceptance and a waiver of any such claims.

7. DISCLAIMER OF WARRANTIES: The express warranties below are the Company's sole warranties of its Goods, there are no understandings, agreements, representations, or warranties, express or implied (including any regarding the merchantability or fitness for a particular purpose), not specified herein, respecting the Goods. Except for those obligations of the Company identified in these Terms and Conditions, all risks related to the quality and performance of the Goods and responsibility for repair or service costs rests solely on the Customer. Company reserves the right to limit the applicable warranty to the Goods depending upon the division or catalogue through which said Goods were sold. Some states do not allow limitations on implied warranties, limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to all Customers. This warranty gives the Customer specific legal rights, and each Customer may also have other rights which vary from state to state.

8. EXPRESS WARRANTIES: The express warranties of the Company are as follows:

LIAT, LLC

LIAT, LLC WARRANTS TO THE ORIGINAL PURCHASER THAT EACH CASEGOOD WILL BE FREE FROM DEFECTS IN WORKMANSHIP GIVEN NORMAL USE FOR A PERIOD OF TWENTY (20) YEARS OF SINGLE SHIFT SERVICE. LIAT WARRANTS THEIR SEATING PRODUCTS TO THE ORIGINAL PURCHASER THAT EACH PIECE OF FURNITURE WILL BE FREE FROM DEFECTS GIVEN NORMAL USE FOR FIVE (5) YEARS. LIAT, LLC WILL, AT ITS OPTION, REPAIR OR REPLACE ANY DEFECTIVE FURNITURE WITHIN THE TERMS OF THE WARRANTY. THIS WARRANTY DOES NOT APPLY TO DAMAGE RESULTING FROM ACCIDENT, ALTERATION, OR MISUSE. ALL LIAT ELECTRICAL COMPONENTS AND ACCESSORIES ARE WARRANTED TO THE EXTENT OF THE ORIGINAL MANUFACTURER.

Goods other than furniture are sold by Company to Customer without warranty.

9. ATTORNEYS' FEES: Customer shall be responsible for all expenses and costs in connection with the enforcement by Company of these Terms and Conditions and the costs of collection (including the fees of any collection agencies to whom the Customer's account may be referred), plus reasonable attorneys' fees (which attorneys' fees shall not be less than 25% of the amount due, unless a lower amount is specified by applicable law).

10. CANCELLATION: All cancellations must be made in writing. Administrative and/or labor charges may be incurred by the Customer depending upon the production stage of the order. Orders specifying special finish cannot be cancelled once finishing has begun. Cancellations cannot be accepted once final production has begun.

11. ORDER CHANGES: All changes to an order must be made in writing and are subject to Company's ability to conform. Administrative and/or labor charges may be incurred by the Customer depending upon the production stage of the order. Once final production has begun, no changes can be accepted.

12. REMEDIES: The remedies herein reserved shall be cumulative, and additional to any other or further remedies provided in law or equity. No waiver of a breach of any provision of these Terms and Conditions shall constitute waiver of any other breach or of such provision.

13. INSOLVENCY: Company may forthwith cancel this order in the event of the happening of any of the following or any other comparable event: insolvency of the Customer, the filing of a voluntary petition in bankruptcy, the filing of any involuntary petition to have Customer declared bankrupt provided it is not vacated within thirty (30) days from the date of filing, the appointment of a receiver or trustee for Customer provided such appointment is not vacated within thirty (30) days from the date of such appointment, or the execution by Customer of an assignment for the benefit of creditors.

14. LIMITATION OF LIABILITY: The Company shall not under any circumstances be liable to the Customer, owner of the Goods or any third party for special, indirect, incidental, or consequential damages, including, without limitation, loss of profits or revenues, loss or damage to other property or equipment, cost of capital or of purchased or replacement goods, or expense, delay or inconvenience caused by or arising from the purchase, sale, use, repair or inability to use the Goods or by any performance or non-performance under, or breach of, these Terms and Conditions. The Company's sole liability for any defective Goods shall be its repair or its replacement pursuant to the Express Warranties set forth above, or if amended, as applicable at the time of manufacture or repair of the Goods. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusion may not apply to all Customers. Any action resulting from any breach on the part of Company as to the Goods or services delivered hereunder must be commenced within one year after the cause of action has occurred

15. RETURNS AND ALLOWANCES: Reasonable touch-up and deluxing is the dealer's responsibility. The Company will not make allowances for trip or delivery charges, but will only make allowance for actual work performed to correct manufacturing defects. Allowances may be authorized only by a Company officer. It is the responsibility of the field sales representatives to inspect any defective merchandise and make suggestions and recommendations as to the proper disposition. Field personnel cannot obligate or bind the Company by definite agreement, without final authorization by a Company officer. Company will not accept automatic charge backs which do not have prior authorization. All defects must be called to the Company's attention upon arrival at the Customer's "Ship To" destination. To initiate any type of claim or request for parts, it is imperative to have the model number or fabric number, which may be located on the tag attached to the frame of the unit. Authorization for return to the Company for any reason must be issued by the Company via a Return Goods Authorization. Any authorized returns not due to damage or defect will be assessed a 30% restocking charge and all return freight charges must be prepaid. Company will not issue credit allowances for any repairs without Company's prior consent. Under no circumstances shall the Company accept COD (Cash on Delivery) returns, and any such shipment will be refused.

16. SECURITY AGREEMENT: The Company may require and Customer shall grant a security interest in Goods sold pursuant to any credit the Company may extend to the Customer.

17. GOVERNING LAW: All disputes between the parties, whether or not arising out of these Terms and Conditions, will be governed by the laws of the State of North Carolina. Customer agrees to submit to the jurisdiction of and agrees all lawsuits relating to any disputes between the Customer and the Company will be brought only in a state court located in Dubois County, North Carolina or the United States District Court for the Southern District of

North Carolina. THE CUSTOMER HEREBY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS AND CONDITIONS AND ALL OTHER DISPUTES BETWEEN THE PARTIES.

18. MITIGATION: If the Company repossesses the Goods prior to payment by the Customer of all amounts due hereunder, the Company may sell the Goods, AS IS, WHERE IS, free and clear of all rights of the Customer at either public or private sale, and apply the net proceeds (after deducting expenses of repossession and sale) to the obligation of Customer hereunder. The Customer shall remain liable for any deficiency. THE COMPANY MAY DISPOSE OF THE GOODS IN ANY COMMERCIALY REASONABLE PLACE AND MANNER AND THE CUSTOMER WAIVES ANY NOTICE OF TIME, PLACE AND MANNER OF SALE.

19. INTEGRATION: This order for Goods, including these Terms and Conditions, along with any Credit Application, Invoice, Statement, Dealer Contract, Acknowledgment, Bill of Lading (and any exhibits, addenda or amendments thereto) of which this order may be a part, constitutes the sole and complete agreement between the Company and the Customer with respect to the purchase of the Goods.

20. DIMENSIONS/SPECIFICATIONS/FINISHES: All dimensions are approximate and may vary due to the upholstery technique of each craftsman. If exact dimensions are required, it is necessary for the Customer to state such specifications with the order. Detailed specification sheets are available for each series of Goods, and Customer should consult the Company's Customer Service Department for these specification sheets. Company reserves the right to make changes in dimensions, style, or specifications if Company believes these changes will improve the Goods' quality or appearance. Company reserves the right to substitute hardwoods due to availability at production. Due to the natural characteristics of wood, environmental effects, and material upgrades, the Company cannot guarantee exact finish matches on existing Goods previously ordered from Company. If an exact match to Customer's existing Goods are required, it must be specified so that the proper procedures can be followed to ensure an acceptable finish. Company will accept no liability for the finish if this procedure is not followed. Company reserves the right to make changes in a finish formula if Company believes the change will improve the quality or appearance of Company's Goods.

21. ACKNOWLEDGEMENT: All orders will be acknowledged promptly, showing how the order was entered, the approximate shipping time and other pertinent information. It is the Customer's obligation to examine this acknowledgment carefully and notify Company immediately of any discrepancies. Every reasonable effort is made to ship as acknowledged, however, the acknowledged ship date is approximate. Company will generally ship within five (5) working days of the acknowledged ship date. If a firm ship date is necessary, Customer must inform Company at time of order and Company will make all reasonable efforts to meet each Customer's request. Acknowledged shipping dates are contingent upon the force majeure conditions contained in these Terms and Conditions.

22. COMPANY'S PERFORMANCE OF ITS OBLIGATIONS: The production and delivery of the Goods to the extent delayed or hindered or prevented from the performance by reason of natural disasters, acts of God, strikes, lockouts, labor troubles, inability to procure materials, casualties, failure of power, restrictive governmental laws or regulations, riots, insurrection, acts of terrorism, war or other reason of a like nature not the fault of the Company shall excuse for the period of the delay the Company's performance and the period for the performance shall be extended for a period equivalent to the period of such delay.