

TERMS AND CONDITIONS OF SALE

1. Order Acceptance:

- a. All orders are subject to acceptance by DM Braun & Company. No terms or conditions other than those listed herein will be accepted unless confirmed in writing by DM Braun & Company.

2. Prices:

- a. Prices are subject to change without notice. All quotations, unless otherwise specified, are binding for 30-day acceptance only.

3. Terms:

- a. All orders require a 50% deposit, with balance due prior to shipment of the product, unless otherwise agreed upon by DM Braun & Company and the client. Freight charges will be included in our estimates and added to the final payment balance due.

4. Taxes:

- a. California sales tax will be added to invoices for shipments within the state. DM Braun & Company will not collect taxes for orders outside of California and the responsibility for payment of those taxes remains with the buyer.

5. Delivery:

- a. DM Braun & Company shall not be liable for any delays or failure to deliver due to acts of God or public authority, labor disturbances, accidents, fire, flood, extreme weather conditions, failure of and delays by carriers, shortages of material, delays of suppliers, or any other cause beyond the control of DM Braun & Company. Buyer requested delivery date shall be approximate and subject to acceptance by DM Braun & Company.

6. Freight:

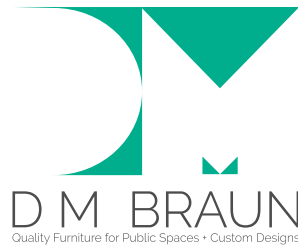
- a. All shipments are FOB Factory, with all freight charged to customer. Our bill of lading is acknowledgement by the transportation company accepting shipment in good condition. Responsibility of shipment is that of the carrier. Any claim for damage or shortage must be itemized at the time of receipt of shipment and any claim must be made by customer to delivering carrier. If the client does not have unloading capabilities such as fork lift or loading dock and requires delivery on a truck with a lift gate, we must be informed of this at bid time or at order entry. The extra cost of lift gate service will be added to the freight cost.

7. Returned Goods:

- a. No material will be accepted without prior written authorization from DM Braun & Company. Restocking charges will vary with terms of sale and condition of returned goods. Buyer must prepay all freight charges.

8. Warranty:

- a. DM Braun & Company expressly warrants that all custom projects and standard catalog products are free from defects in workmanship for three years from the date of invoice. This warranty includes the structural integrity, including the frame construction, hardwood joinery, and metal welds. The warranty is based on normal use and does not apply to defects resulting from negligence, misuse, alteration, vandalism or accident. Customers' own materials are not warranted. Fabrics are warranted by their manufacturer.



- b. **Powder Coating-** Unless otherwise specified, metal frames are sand blasted, primed, and powder coated. DM Braun warrants against rusting and peeling of powder for 1 year from the date of delivery. Powder coated items that are vandalized, pressure washed, or otherwise mistreated are void from warranty.
- c. This warranty is limited to the repair or replacement of parts or products found to be defective as determined by DM Braun & Company. In no event shall DM Braun & Company be liable for incidental, consequential, or special damages. DM Braun & Company disclaims all implied warranties including the warranty of merchantability and warranty of fitness for particular purposes.
- d. **Acceptable Tolerances- Metal:** hand fabricated metal items may have slight divots, bumps and visible welds. This is because all our items are handmade, with care, and not made by robots. **Wood:** All wood will wear. Air dried lumber is more susceptible to checking and cracking. This is not a structural issue and is not subject to any warranty. We cannot control the natural effects of wood.

9. Arbitration to settle disputes

- a. All disputes shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. Venue for any arbitration proceeding shall be in Orange County, California. The parties consent to the venue and jurisdiction of the courts of Orange County, California. Concerning any and action or proceeding arising from any controversy or claim under of in relation to this order or contract or modification thereof.

10. Notes

- a. All upholstered products are manufactured in accordance with California technical bulletin 117. It is the responsibility of the buyer to select fabrics which comply with local fire codes.
- b. All upholstered furniture with concealed frames is constructed of solid hardwood.
- c. All exposed hardwood for interior use is maple, unless otherwise specified by the buyer.
- d. All exposed exterior hardwood is Jatoba, unless otherwise specified by the buyer.
 - i. All exterior wood is finished using a clear penetrating sealer, unless otherwise specified by the buyer. Wood needs to be re-finished every year to ensure the wood does not patina. DM Braun & Company does not warrant against wood wear due to lack of re-finishing yearly.
 - ii. Wear on wood is normal after 1 year. The sun, rain, snow, and other weather conditions will always cause wear on any wood.
- e. Customer is responsible for conformance with plans and specification and for any field dimensions required. Drawings for approval may be requested. DM Braun does not accept sub-contractor agreements. All orders are shipped via common carrier, curbside delivery. Customer is responsible for offloading.

By signing, I agree to these terms of sale:

X _____

Date: _____

Print Name