

Terms and Conditions

Thank you for your consideration of purchasing products and related products from ELEGANT ADDITIONS, LLC or its Subsidiaries, "110 Arnold, LLC, and 110 Arnold Dallas, LLC" further known as "Elegant Additions" or "we".

- I. **Terms and Conditions:** The following terms and conditions apply to all sales of the product lines sold by ELEGANT ADDITIONS. The execution of the Quote confirms your approval of the quote, acceptance of these **Terms and Conditions**, and authorization for Elegant Additions to proceed with - purchasing process. We reserve the right to update or change these Terms and Conditions for future purchases at any time, without prior notice.
- II. **QUOTE:** The issued quote specifies the product(s) that will be ordered, the quantity and price, freight cost to have the product delivered to our warehouse and or the cost if any to drop ship to your specified address if applicable, and applicable sales tax if any. The price(s) quoted on all proposals (quotes) are good for the period indicated on the quote. Quoted products that have a quoted price (with a quote number) are valid for the period written on said quote.
- III. **DEPOSIT:** A 65% deposit is required to initiate all orders. Non account holders will be required to pre-pay the full amount on all orders of \$5,000 or less. Once the deposit has been received the projects purchase orders, based on the projects schedule will be placed. See Payment section below for additional information.
- IV. **PAYMENT:**
 1. **Payment terms:** Net 30 from the date of the invoice.
 2. **Account holders:** As product is received it will be invoiced against the deposit. Once the deposit has been depleted, and additional product is shipped or picked up it will be charged to the client's account, and an invoice will be sent. Account holder terms are Net 30 from the date of the invoice'
 3. **Non-account holders:** As product is received it will be invoiced against the deposit. Once the deposit is depleted an invoice for the remaining balance of the order will be sent. Payment of the additional funds is required once the order is substantially complete. Payment of the additional funds is required before the remaining product can be delivered or picked up.
 4. **Drop shipments:** Drop shipments must be paid in full at the time the order is approved either as a charge against the deposition on a large order or as a 100% deposit payment if the item is the only item on the order.
 5. **Late fee:** A late fee of 1-1/2 % per month will be charged on all invoices not paid within 30 days from the date of the invoice.
- V. **TAXES:** Clients that have a valid resale certificate on file with Elegant Additions will be responsible for the calculation and payment in full of all applicable sales or other taxes when due. If there is no resale certificate on file with ELEGANT ADDITIONS, all orders will include applicable sales tax. Some out-of-state sales may incur state sales tax based upon the sales tax guidelines of the state in which the project is located.
- VI **RETURN OF DEPOSITS:** In the event a return of deposit is requested, it shall be returned: 1) less 25% as consideration for time spent as payment for consultation; or 2) less 25% for consultation, and the cost

of any product purchased and received, **or the cost of any Purchase Orders which have been issued and cannot be canceled.** "Cost" shall mean the amount listed on the approved Order.

VII. ACCEPTANCE: You must inspect the products at time of delivery and notify the carrier immediately of any damage, which should be noted on the bill of lading. If the shipment does not conform to the packing list, you must notify ELEGANT ADDITIONS Operations Manager (214-745-0088) within 24 hours of delivery. If the required notice is not given the shipment will be deemed to have been accepted by you.

VIII. SHIPMENT; RISK OF LOSS: We will arrange to have your order shipped by common carrier to the address you specify, the costs of which will be provided to you prior to shipping. The cost will be included in your invoice for you to pay. All shipments are free on board (F.O.B.) to our warehouse, and all risk of loss and title transfers from ELEGANT ADDITIONS to you upon delivery of the goods to the Project Address and/or specified delivery location. The filing of a claim for products damaged in transit from the ELEGANT ADDITIONS facility to the customer shall be the responsibility of ELEGANT ADDITIONS, subject to the following steps taken by you (receiver): Immediately notify ELEGANT ADDITIONS Operations Manager (214-745-0088) of the damage via email and include photos of the apparent damage. Note the damage on the delivery documents. In the case of hidden damage, ELEGANT ADDITIONS Operations Manager (214-745-0088) must be notified within 24 hours of delivery. **In the case of "drop-shipped" products,** ELEGANT ADDITIONS Operations Manager (214-745-0088) must be notified immediately if: (1) Customer rejects the goods for damages that are visible at time of delivery; or (2) The product damage is found within 24 hours of delivery. If none of these steps are taken, the shipment will be deemed as having been accepted. In the circumstance where Customer or its representative takes delivery of their product from the showroom; the Customer accepts responsibility for the **condition of the product. ALL DELIVERIES ARE TO "CURB ONLY"**. Order(s) has been substantially received at Elegant Additions or its approved representative. Substantially completed orders can be held for up to 60 calendar days at our approved facility. After the 60-day period the order(s) must be accepted for delivery, or alternative storage arrangements must be made. All items must be paid for and delivered on or before the conclusion of the afore-referenced 60-day storage period. ELEGANT ADDITIONS reserves the right to return orders or substantially complete orders not picked up or delivered after the 60-day period. If returned, it will be subject to a 30% restock charge and return shipping costs. Delivery dates are estimates and ELEGANT ADDITIONS will not be responsible for shipment delays and any direct or consequential costs or damage caused by the carrier, your inability to accept the goods on the delivery date or other causes beyond our control (force majeure). Should you not accept delivery on the date agreed upon with the shipping company you will be subject to all applicable redelivery charges, storage fees and charges incurred for the cancelled delivery.

IX. RETURNS: Return of product(s) to ELEGANT ADDITIONS is subject to the return guidelines established by each manufacturer. Generally, the guidelines in part provide that all products must be: (1) returned in their original container; (2) be complete; (3) be in a salable condition; (4) not been installed; and (5) returned in the manufacturer's specified time frame that is tied to the date of delivery. No items considered to be custom items or modified products by customer may be returned. Returned items are subject to a re-stocking fee and return shipping cost. Said charges **are based on each manufacturer's guidelines. Items that are claimed to be defective are subject to the manufacturer's physical inspection. If the product is deemed to be defective, the manufacturer** retains the right to repair or replace it. In the event a refund is warranted, a check will be issued for the refund amount within 30 days of the return – subject to verification of the preceding conditions.

X. INSTALLATION; PRODUCT STORAGE:

You are responsible for ensuring the proper installation of the Product(s), as well as the storage conditions to avoid damage to the products.

1. ELEGANT ADDITIONS EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR PROBLEMS DUE TO STORAGE CONDITIONS. NOTE – unlacquered product(s) may be subject to early finish patina if

stored in a non-climate-controlled location. Elegant Additions does not offer climate-controlled storage; upon notification that unlacquered product(s) have been received in our warehouse we suggest that arrangements be made to relocate the product(s) to a climate-controlled location.

2. ELEGANT ADDITIONS EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR PROBLEMS RESULTING FROM IMPROPER INSTALLATION.
3. IF YOU HAVE ANY QUESTIONS REGARDING EITHER INSTALLATION OR STORAGE OF THE PRODUCT, PLEASE CONTACT ELEGANT ADDITIONS CUSTOMER SERVICE at customerservice@elegantadditions.net IMMEDIATELY WITH REGARDS TO YOUR QUESTIONS IN THE HANDLING OF THE PRODUCTS.

XI. WARRANTY; DISCLAIMER: A Standard Limited Manufacturer Warranty applies only to the original purchaser and is subject to the limitations described in the Standard Limited Warranty provided by the manufacturer. Standard Limited Warranty is defined as products will be free from defects in material and workmanship and use for its intended purpose.

ELEGANT ADDITIONS PROVIDES NO OTHER WARRANTY, EXPRESS OR IMPLIED. ELEGANT ADDITIONS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. WARRANTIES, IF ANY, ARE SUPPLIED BY THE MANUFACTURER ONLY.

XII. SAMPLES: If we provide you with one or more samples, they represent the general quality of the ELEGANT ADDITIONS product you can expect. Therefore, the sample is not a warranty or representation and is not a "sale by sample."

XIII. BROCHURES: Information contained on our website or in manufacturer brochures is general information only and is not part of any offer or binding upon us. ELEGANT ADDITIONS may change its website at any time without notice.

XIV. CONFLICTING DOCUMENTS OR TERMS: These Terms and Conditions apply to this purchase and may not be modified or amended except in writing by ELEGANT ADDITIONS. Any additional or contrary terms proposed by you or contained in any other documentation are expressly rejected.

XV. SEVERABILITY: If any of these Terms and Conditions are determined to be invalid or unenforceable by a court with jurisdiction, then such term will be modified or deleted to the extent necessary to make it enforceable, and the remaining Terms and Conditions will continue in full effect.

XVI. GOVERNING LAW: Your purchase and these Terms and Conditions will be governed solely by the laws of the State of Texas, with venue existing in Houston, Harris County Texas; without application of conflict of laws principles.

TXVII. TIME FOR BRINGING CLAIM: Any dispute arising out of the purchase of ELEGANT ADDITIONS products must be brought within 1 year after the claim arises and can be resolved only by mandatory mediation. YOU EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY AND TO ANY OTHER MANNER OF DISPUTE RESOLUTION IN ANY OTHER FORUM.

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