

TERMS AND CONDITIONS OF SALE

1. ACKNOWLEDGMENTS

- All customer orders will be acknowledged. The Purchaser is responsible for checking the acknowledgement for accuracy as the order will be produced per the acknowledgment. The purchaser must notify JAJ immediately of any discrepancy between purchase order and acknowledgment; otherwise JAJ can accept no responsibility for manufacturing errors.

2. PRICES

- All prices quoted are **NET**, FOB Factory, Mt Vernon, NY 10550 and do not include applicable sales tax or delivery/freight, installation of other ancillary charges. Quotes are good for 60 days from date of quotation or proposal.
- All published prices are subject to change without notice.
- All sales taxes, import or export taxes or fees are not included and are to be paid by purchaser. NYS and NJ sales taxes will be added to all invoices unless a valid resale certificate is submitted at time of order placement.

3. PAYMENT TERMS

- General terms are 50% deposit and pro-forma (balance due) prior to shipment. Any special arrangement for credit terms are based on long term relationship with purchaser and are agreed to in advance. Net 30 terms are payable within 30 days of shipment/invoice. 1% interest charge per month will be added to invoices 20 days past due.

4. CANCELLATION

- All products are custom made to order. Orders, once placed and once deposit is received, if applicable, cannot be canceled once released and production commences. Orders canceled prior to that point are subject to a 50% cancellation charge.

5. ORDER MATCH

- If an order is to match existing products or previously provided furniture, JAJ MUST be advised in writing in advance and a sample must be returned prepaid to JAJ for matching purposes. Product details and specifications change over time and may not match an earlier order exactly without prior notification and confirmation.

6. DESIGN & MANUFACTURING CHANGES

- All dimensions shown in print or electronic media are approximate. Due to upholstery variations, width can vary as much as 1/2" to 3/4". We assume no responsibility for overall width and height unless items are special ordered to fit an exact space. Any specific hold-to dimensions must be clearly communicated to JAJ in writing.

7. WARRANTY

BANQUETTES

- All JAJ Contract Furniture Booth and Banquette (FRAMES) are covered by a (Life-time) guarantee against failure. Warranty does not extend to (COM/COL) customer's own material/customer's own leather, materials purchased on behalf of customer at customer's direction or design specified laminates or other materials which are to be covered by warranties of that manufacturer.

CHAIRS

- With this LIMITED WARRANTY JAJ Contract Furniture Inc. will replace or repair defective materials or workmanship on any JAJ Contract Furniture Inc. chair frames for a period of (5) years from original date of sale under normal commercial use. Warranty does not extend to (COM/COL) customer's own material/customer's own leather, materials purchased on behalf of customer at customer's direction or other materials which are to be covered by warranties of that manufacturer.

CAST IRON TABLE BASES

- JAJ Contract Furniture Inc. warrants all standard cast iron table bases for a period of ten (10) years to be free from structural defects in materials and workmanship under normal commercial use. Rusting of cast iron is not covered by the warranty. Cast Iron table bases are not recommended for outdoor use and such use, even if temporary or seasonal, will void applicable warranties.

SOLID WOOD TABLE TOPS

- JAJ Contract Furniture Inc. warrants all solid wood table tops for a period of one (1) year to be free from structural defects in material and workmanship under normal commercial use. This warranty does not apply to damage resulting from accident, alteration, misuse, abuse, tampering or negligence. Wood furniture is made of raw materials with natural variations. Among wood species, differences in grain and color are due to the natural character of wood and are not within the control of JAJ Contract Furniture, nor considered defects in this warranty.

WHAT IS NOT COVERED BY THE WARRANTY

1. Materials and components not manufactured by JAJ Contract Furniture, for use on the Company's furniture, are warranted for one year, or to the extent expressed by their manufacturer. These materials include, but are not limited to, filling materials, all fabrics, all ganging devices, glides, casters, caster sockets, wheels/tires, all hardware such as screws, bolts, staples, fastening tabs and fasteners whether metal, plastic, or wood, cup-holders, removable metal legs, wood seat and back shells, foot rests, scuff plates, hooks, springs, buttons, Velcro, nail head trim, laminates, veneer, edges, flip top mechanism, ferrules, grommets, washers, threaded rods and any other attachment hardware.
2. The warranty does not cover any cost associated with shipping, handling, temporary rental of furniture, and the installation of repaired or replaced products, unless approved in writing by a Company Officer.
3. Chairs and tables should be transported using an appropriate chair carrier/table trucks/carts according to the instructions for use. Any failure to do so voids this warranty.
4. Damage caused by abuse, misuse, negligence, transit damage, improper storage, accidental damage, wear and tear or improper care and cleaning or lack of maintenance is not covered by the warranty.
5. Failure to comply with the terms, conditions and limitations described in this warranty will void the warranty and result in denial of a warranty claim.

8. COM/COL (customer's own material/customer's own leather)

- Textile and leather shipments for orders are to be shipped to:

JAJ Contract Furniture
130B Anderson Avenue
Mount Vernon, NY 10550

- All customers own material should be shipped prepaid and marked with customer name, item and placement instructions. IE: Dining Banquette seats.
- It is requested that a swatch of each COM be sent to us marked with face and desired direction of application in order to verify the correct material is received by us and applied properly.

9. BANQUETTE SIZES AND JAJ BANQUETTE INSTALLATION AT SITE

- Banquettes are made to order for each specific project. If field sizes are required, arrangements can be made to have the client or their contractor provide exact wall sizes to us to build to. Photos of the spaces should also be provided for our reference. JAJ will not be responsible for changes made to the walls after sizes are provided, inaccurate sizes provided or additional material including but not limited to molding, trim, paneling added after the sizes are provided unless advised to us when the sizes are given.
- Banquettes are pre-fit in our shop prior to shipment and numbered and keyed to a plan for easy installation at site by others. Sections are predrilled and bolts provided for attachment of one section to another as required.
- If desired, JAJ can come to the site to take field sizes. Prices and details available on request.
- In general, banquettes are straight forward to install. We can provide information and guidance for installation based on the specifics of the site, type of installation etc.
- We cannot be responsible for situations where the installer cannot complete the installation properly due to unfamiliarity with installation techniques for upholstered furniture.
- JAJ Can provide field installation if desire. Prices and details available on request.

10. DELIVERY

- Normal delivery is defined as curb side or loading dock. A common carrier will **NOT** unload and bring product into a facility without incurring additional charges which will be the responsibility of purchaser.
- JAJ delivery via JAJ personnel is generally defined as curb side or loading dock. We will hand off the product to the purchasers representative at the site for them to bring the product into the space, unwrap, discard wrapping and set in place.
- Inside delivery is offered and if contracted for we will place the furniture in the approximate location as directed or as per floor plan. Area must be clear and accessible. Access to the space must be readily available, if an elevator is required for other than main floor deliveries, purchaser is to secure and arrange for same.
- JAJ is not responsible for failures of delivery when those failure are caused by matters beyond reasonable control. Beyond reasonable control include, but are not limited to, war, terrorism, pandemics, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, strikes or labor disputes, supply chains for raw materials, supplies, transportation, fire, floods, acts of God and nature, civil commotion, governmental regulations or controls, other similar or different occurrences beyond the reasonable control

11. STORAGE POLICY

If Purchaser requests that an order be held beyond the original due date, date requested, JAJ reserves the right to transfer product to storage in which case all expenses in connection with transfer to and from storage and monthly storage charges will be passed onto and paid by purchaser.

12. FREIGHT DAMAGE AND CLAIMS

- Wherever feasible JAJ will deliver product via our own direct blanket wrapped vans. For smaller orders or orders outside our normal delivery area we will contract a common carrier. We will palletize, carton and shrink wrap product in accordance with the standard carrier requirements.
- JAJ has no responsibility for goods in transit via a common carrier. Purchaser should inspect all shipments at time of delivery and mark any and all damages on the bill of lading.
- It is the purchaser's responsibility to file a freight claim directly with the carrier.
- Purchaser may request a specific carrier or make arrangements for their carrier to pick up from JAJ. We will be happy to assist in this regard.

13. RETURNS

- If a product must be returned for repair or replacement, a Return Authorization (RA) Form must be issued by JAJ prior to the return of any merchandise. Unauthorized returns will be refused by JAJ's receiving department. **All sales are final.**
- Damaged or defective merchandise may be returned only after receiving JAJ's permission along with instructions for shipping and return.
- JAJ offers no allowance for repairs to any of its products that have been damaged unless there is permission in writing. JAJ may request a customer prepaid return of a product in question to the factory for inspection. If a claim is justified, JAJ will refund freight costs, repairs and even replace a product at its expenses.