

HOLLY HUNT

Terms & Conditions

1. Order Subject to Acceptance

All orders are subject to acceptance by HOLLY HUNT ENTERPRISES, INC. ("HH" OR "Seller"), at HH's designated location for acceptance of orders.

Entire Agreement

Acceptance of orders is based on the express condition that You ("You" or "Buyer") agree to all of the terms and conditions contained herein. Acceptance of delivery by Buyer will constitute Buyer's assent to these terms and conditions. These terms and conditions represent the complete and exclusive agreement of the parties, and no terms or conditions in any way adding to, modifying or otherwise changing the provisions stated herein shall be binding upon Holly Hunt unless made in writing and signed and approved by an officer of Holly Hunt. These terms and conditions supercede any prior and/or contemporaneous agreements between Buyer and Holly Hunt. No modification of any of these terms will be affected by Holly Hunt's shipment of goods following receipt of Buyer's purchase order, shipping request or similar forms containing printed terms and conditions conflicting or inconsistent with the terms herein.

2. Prices and Terms

Prices are subject to change without notice. All product prices are exclusive of other charges and freight charges. A minimum deposit of fifty percent (50%) of the purchase price is required to initiate order fulfillment. Orders for in stock products (including textiles and wallcoverings) require payment in full at the time of order placement. All accounts shall be paid net when invoiced. A service charge of the lesser of 1 1/2% per month or the maximum permissible rate will be added to all accounts not paid within sixty (60) days from the date of invoice for final balance due. Orders must be paid in full, including shipping, handling, crating and packing, STORAGE, taxes and service charges prior to shipping. Textiles: The minimum order for fabric is two (2) yards. A cut fee of \$35 is charged for orders less than two yards. Fabric is sold in half yard increments. The minimum order for leather is two (2) hides. A minimum order fee of \$50 is charged for orders less than 2 hides. HOLLY HUNT Leather does not charge for overages. Wallcoverings: Orders must be placed according to pattern specific minimum order requirements and increments. Overage may not be returned.

3. Storage Fees

Additional storage fees of 3% per month will be charged to store merchandise if not picked up within sixty (60) days from the date of invoice for final balance due.

4. Cancellation of Orders

All goods are custom made to order specifications. Orders are not cancelable after ten (10) working days, nor returnable. Changes in orders, returns or cancellations require prior written approval from Holly Hunt. Such orders will be subject to change, cancellation or stocking fees of up to 50% of the net selling price. Orders for special products may not be canceled. Textiles: Any textiles which have been cut, treated or processed are not returnable. In stock lighting return policy: Holly Hunt lighting will not accept returns without prior written authorization. Returns or cancellations are subject to cancellation fees or restocking fees up to 25% of the net selling price. In stock lighting will not be accepted as a return if product has been installed, altered or damaged in any way.

5. Force Majeure

All quoted completion and delivery dates are estimates only and are subject to change by HH upon notice to You. HH shall not be liable for delays in completion or shipment or default in delivery for any reason of force majeure or for any cause beyond HH's reasonable control including, but not limited to, (a) government action, war, terrorism, riots, civil commotion, embargoes or martial laws, (b) HH's inability to obtain necessary materials from its usual sources of supply, (c) shortage of labor, raw material, production or transportation facilities or other delays in transit, (d) labor difficulty involving employees of HH or others, (e) fire, earthquake, storm, flood or other casualty or act of God, or (f) other contingencies of manufacture or shipment. In the event of any delay in HH's performance due in whole or in part to any cause beyond HH's reasonable control, HH shall have such additional time for performance as may be reasonably necessary under the circumstances. Acceptance by Buyer of any goods shall constitute a waiver by Buyer of any claim for damages on account of any delay in delivery of such goods.

6. Taxes

All taxes and excises of any nature whatsoever now or hereafter levied by governmental authority, whether federal, state or local, either directly or indirectly, upon the sale or transportation of any goods covered hereby shall be paid and borne by Buyer.

7. Title/Risk of Loss

Delivery of goods to carrier shall be deemed delivery to Buyer, and thereupon title to such goods, and risk of loss or damage, shall be Buyer's. Any claim by Buyer against HH or carrier for shortage or damage occurring prior to such delivery must be made in writing within forty-eight (48) hours after receipt of shipment and accompanied by original transportation bill signed by the carrier noting that the carrier received the goods from HH in the conditions claimed. All deliveries are subject to the accompanying Delivery & Return Policy which is incorporated by reference and constitute a part of these terms and conditions.

8. Method of Shipment

HH will arrange product shipments unless Buyer specifies shipment method. Any shipments returned to HH as a result of Buyer's unexcused delay or failure to accept delivery will require Buyer to pay all additional costs incurred by HH including storage fees.

9. Warranty and Disclaimer

Except as specified herein, HH warrants that any goods sold hereunder will be free from defects in workmanship and materials for one (1) year. This warranty does not apply to damage or breakage resulting from misuse, accidents, dramatic temperature variation, abuse, neglect, mishandling or wear and tear resulting from normal use. Defective products will be replaced within the normal production time period required to reorder and manufacture the same product. Repair or modification by anyone other than HH or an expressly approved resource will void this warranty.

Furniture: Many wood and metal finishes are applied by hand and may vary in color, tone and character. While HH will make every effort to match a finish, no guarantee can be made of an exact match. HH does not guarantee finishes against fading and oxidizing. Variations in color and veining are inherent in stone and wood and considered to be part of the natural beauty. Furniture and lighting is handmade, and therefore is subject to slight variations. Textiles: HH does not guarantee fabrics, dyed or natural, from fading. This warranty does not apply to COM products or other materials applied to HH products. The suitability of a fabric or leather for any use is entirely at the discretion of the purchaser. Purchaser is responsible for all information related to required testing and treatment for any

fabrics purchased. Requirements may vary by application and jurisdiction. Lighting: All floor samples & consignment lighting products are no longer UL or CE certified and are sold as is. Client assumes all responsibility & liability regarding the testing, function, safety, and certification (if applicable) of any floor sample & consignment lighting products excluding floor and table lamps. Wallcoverings: may have color and texture variation in natural and handcrafted materials. Examine all wallcovering rolls upon receipt, verifying the pattern and colors before cutting. Reference the hanging instructions accompanying each roll for additional pattern specific information. Hang three (3) drops, then stop and inspect the product again. Any claim must be made within 30 days of receipt and no more than 3 drops installed. Assemblage wallcovering ships rolled, but it cannot be stored rolled for more than two (2) weeks. To protect the quality of the product, this wallcovering should be installed within two (2) weeks of delivery. Outdoor furniture: It is the Buyer's responsibility to follow all care and maintenance instructions. Outdoor furniture frames sold hereunder will be free from defects in workmanship and materials for two (2) years. Not covered are COM cushions, COM fabrics, COM pillows and COM glass.

THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. Limitation of Remedies

HH SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSSES, DAMAGES OR EXPENSES, DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE GOODS, OR FROM ANY OTHER CAUSE WITH RESPECT TO THE GOODS OR THIS AGREEMENT, WHETHER SUCH CLAIM IS BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY IN TORT, NEGLIGENCE OR ANY OTHER LEGAL THEORY. HH'S TOTAL LIABILITY HEREUNDER IN ANY CASE IS EXPRESSLY LIMITED TO REPAIR OR REPLACE (IN THE FORM ORIGINALLY ORDERED), AT HH'S ELECTION, THE GOODS NOT COMPLYING WITH THIS AGREEMENT, OR TO THE REPAYMENT OF, OR CREDITING BUYER WITH, AN AMOUNT EQUAL TO THE PURCHASE PRICE OF SUCH AFFECTED GOODS. THE REMEDY PROVIDED FOR ABOVE IS BUYER'S SOLE REMEDY FOR ANY FAILURE OF HH TO COMPLY WITH ITS OBLIGATIONS REGARDING THE WORKMANSHIP OF ITS PRODUCTS. HH'S TOTAL LIABILITY TO BUYER SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR PART ON WHICH SUCH LIABILITY IS BASED.

ANY CLAIM BY BUYER WITH REFERENCE TO THE GOODS SOLD HEREUNDER FOR ANY CAUSE SHALL BE DEEMED WAIVED BY BUYER UNLESS SUBMITTED TO HH IN WRITING WITHIN FORTY-EIGHT (48) HOURS FROM THE DATE BUYER DISCOVERED, OR SHOULD HAVE DISCOVERED, ANY CLAIMED BREACH.

11. Remedies Upon Default

HH requires payment for any shipment hereunder in advance. If Buyer fails to make payment in accordance with the terms of this agreement or otherwise fails to comply with any provision hereof, HH may, at its option, cancel any unshipped portion of this order, retain the goods and declare a forfeiture of the deposit as liquidated damages.

12. Exclusions

All of HH's drawings, descriptive matter, weights, dimensions, descriptions and illustrations contained in the HH's catalogues, prices lists or advertisements are close approximations only and intended to give a general description of the goods and shall not form part of this agreement. Furniture and lighting is handmade, and therefore is subject to slight variations. All sizes as indicated in the price list

are within 1/2" variance.

13. Waiver

Waiver by HH of any breach of these terms and conditions shall not be construed as a waiver of any other breach, and failure to exercise any right arising from any default hereunder shall not be deemed a waiver of such right at any subsequent time. Any such waiver must be in writing and signed by an officer of HH.

14. Severability

In the event that any one or more of these terms or conditions is held invalid, illegal or unenforceable, such provision or provisions shall be severed and the remaining terms and conditions shall remain binding and effective.

15. Controlling Law

This agreement shall be deemed to have been executed and delivered at HOLLY HUNT, 801 W. Adams Street Chicago Illinois 60607. This agreement and all rights and obligations hereunder, including matters of construction, validity and performance shall be governed by the laws of the State of Illinois including the Uniform Commercial Code as enacted in that jurisdiction, without giving effect to the principles of conflicts of law thereof. All disputes shall be filed with the American Arbitration Association ("AAA") in Chicago, Illinois and governed by the rules of AAA. All decisions made in the arbitration will be considered final and binding. Any judgment rendered by the arbitrator may be entered in any court having jurisdiction. (Attorney fees and costs shall be awarded to prevailing party.)