



## TERMS AND CONDITIONS OF SALE

ALL SALES OF PRODUCTS BY FOLIO21 FURNITURE ARE SUBJECT TO THESE TERMS AND CONDITIONS REGARDLESS OF OTHER OR ADDITIONAL TERMS OR CONDITIONS THAT CONFLICT WITH OR CONTRADICT THIS AGREEMENT IN ANY PURCHASE ORDER, DOCUMENT, OR OTHER COMMUNICATION. FOLIO21 FURNITURE'S FAILURE TO OBJECT TO CONFLICTING OR ADDITIONAL TERMS WILL NOT CHANGE OR ADD TO THE TERMS OF THIS AGREEMENT. ANY EXCEPTIONS TO THESE TERMS AND CONDITIONS MUST BE IN WRITING AND AGREED UPON BY BOTH FOLIO21 FURNITURE AND THE BUYER.

### PARTIES

The term "Seller" refers to **folio21**. The term "Buyer" refers to the parties to whom goods are sold.

### DAMAGE CLAIMS/REPLACEMENT PARTS

No unauthorized deductions from invoice are allowed. Buyer is responsible for initiating a claim against Carrier in case of loss or damage in transit. Under no circumstances shall the Seller be liable for compensatory damages, punitive or exemplary damages, lost profits or other consequential damages. Any request for replacement parts should be made through **folio21** Customer Service. THE REPAIR OR REPLACEMENT OF DEFECTIVE GOODS CONSTITUTES THE SOLE REMEDY OF THE BUYER AND IS THE ENTIRE OBLIGATION OF THE SELLER. Seller reserves the right to inspect or require proof of defective workmanship.

### WARRANTIES

Seller warrants to Buyer that goods shall be free of defects in material and/or workmanship attributable to manufacture and must be reported to the Seller within one year of Seller's invoice. THE WARRANTIES IN THIS SECTION ARE LIMITED WARRANTIES AND ARE THE SOLE AND EXCLUSIVE WARRANTIES MADE BY THE SELLER. SELLER MAKES NO ADDITIONAL WARRANTY, EXPRESSED, IMPLIED, OR STATUTORY INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No agent, contractor or employee is authorized to alter or exceed this warranty as set forth herein. Goods in the possession of the Buyer for more than one year shall be presumed to be free of defect and not subject to any warranty claim. Samples or models are provided to illustrate the general type and quality of goods and not to represent the exact goods to be provided. Seller reserves the right to make modifications that are not substantial and do not significantly modify the overall look or design.