

## TERMS AND CONDITIONS

### GENERAL CONDITIONS

Camerich USA reserves the right at any time and without notice to change the Terms and Conditions of Sale.

All sales conditions are applicable to the sale agreement between Camerich USA, (hereinafter also referred to as Camerich USA), and the Purchaser. The conditions shall be considered fully accepted by the Purchaser when a Purchase Order is sent to Camerich USA or when Camerich USA sends the Purchaser an order confirmation with the wording "The sale of the products herewith confirmed are subject to the general sale conditions indicated in the current price list".

### ORDERS

All orders placed by Purchaser are subject to acceptance by Camerich USA by way of a written confirmation. Camerich USA shall have the right, at its sole discretion, to refuse or cancel any orders placed. The Purchaser must advise Camerich USA in writing of any errors or discrepancies in the order confirmation within two business days after the receipt of confirmation.

### PRICES

The prices indicated in the current Camerich USA price list are full retail price. Prices and availability are subject to change without notice. Camerich USA reserves the right to modify prices at any time. Unless otherwise agreed in writing, prices include packing, but do not include freight or delivery, in transit insurance, storage, service, taxes, installation, or customs duties (where applicable). Customers are responsible for any state or local tax that results from transfer of title or sale or delivery of the Products purchased hereunder.

### ADJUSTMENTS TO THE PRICE LIST AND PRODUCTS

With reference to Retail Price List, Product Catalogue, or any such materials, Camerich USA reserves the right to modify, without advance notification, the prices and products indicated.

### STOCKING AND NON STOCKING DEALER REQUIREMENTS

Stocking Dealers are dealers with a physical store presence, and more than 50% of orders shipped to one physical address. Non Stocking Dealers are designers and/or dealers with no physical store presence. All Dealers are subject to approval. Opening Order requirements are \$5000.

### FREIGHT AND TERMS CONDITIONS

Camerich USA ships dealer's orders via a number of national and local transportation companies. Camerich USA will make every effort to obtain the best rates available for our dealers. Additionally, dealers may make their own arrangements for pick up and transportation of their orders. Orders may be picked up Monday through Thursday, 10:00 AM to 5:00 PM pacific standard time with a 48 hour written notification.

### CLAIMS

All **Manufacturing Claims** for defective products or **Logistics Claims** for incorrect products ordered or shipped must be reported within 24 hours of receiving of shipment. Manufacturing Claims are claims on defects or problems that originated from the factory level or WA State distribution facility. Manufacturing Claims are for example, discoloration in a wood finish, inability for a product to be assembled, or incorrect parts shipped. Concealed freight damages, such as nicks and dings on a wood or glass products, do not qualify as a Manufacturing Claim, please see Freight Claims for details.

All details concerning the nature and the extent of the damages as well as photos of the damage must be provided within 24 hours of receiving of merchandise. The dealer at the delivery location must retain the damaged item and all original packaging. These items must be made available for inspection, by Camerich USA, or the transportation company, or its representative. Photos that clearly depict the damage are required for every claim. Camerich USA will not issue credits or send replacements items until the nature and extent of the concealed damage can be verified. Damaged or Incorrect products must be available to be prepped and palletized in the same manner it shipped. Unauthorized returns will be reshipped to the location of origin freight collect. We reserve the right to delay replacements from being sent or a credit to be issued until the defective

merchandise is received and inspected at our US distribution facility. The warranty shall not be applied to product defects caused by incorrect assembly, improper use, or uses for which the product is not normally intended, failure to comply with the operating and maintenance instructions or normal wear. Camerich USA reserves the right to not refund/reimburse for any local delivery and/or installation charges incurred for defective products or parts. Dealers are responsible for local re-delivery or installation charges on replacement parts or pieces. For Dealers requesting for credit or reimbursement on repairs, dealers must first provide Camerich USA with a repair quote. Camerich USA will not cover for unauthorized repairs performed without Camerich USA's prior approval to the repair quote. Camerich USA reserves the right to approve/deny repair quotes, or provide alternative solution. For approved claims, dealers will not be charged for re-shipping costs or freight on replacement parts/pieces; however the replacement parts/pieces will not go out until the dealer's next shipment is ready to leave. Dealers may choose to pay freight on replacement parts/pieces if they are in a rush to get the replacements. For denied claims, dealers are fully responsible for all new freight charges on replacement parts/pieces.

All **Freight Claims** for lost and visibly damaged items must be noted on the BOL (Bill of Lading) or POD (Proof of delivery). Photo documentation is required for all claims on visibly damaged items. Photos that clearly depict the damage are required for every claim. All claims for lost and visibly damaged items must be brought to Camerich USA's attention within 24 hours of receiving. No claims can be honored without notification on the BOL or POD. Note that even if the freight damage was concealed, and/or packaging was perfect at the time of arrival, it is dealer's responsibility to report the Freight Claim within 24 hours of receiving, along with supporting documents such as noted BOL or POD, and photos.

Camerich USA will file freight claims for lost or visibly damaged items noted on the BOL or POD, only when Camerich USA contracts with the transportation company for delivery to the dealer. The dealer at the delivery location must retain the damaged item and all original packaging until the claim process is closed. These items must be made available for inspection, by Camerich USA, or the transportation company, or its representative. Any replacement items for lost or visibly damaged items with this notation on the BOL or POD will be shipped to the dealer ASAP on a priority basis.

Camerich USA reserves the right to only approve/refund/credit on freight claims in which freight companies have also approved for. Camerich USA makes no guarantees that freight companies will cover for delivery or re-delivery fees on any freight claims, even if the freight claim has been approved. Camerich USA will not refund/reimburse for any local delivery and/or installation charges incurred for defective products or parts. Dealers are responsible for local re-delivery or installation charges on replacement parts or pieces. For approved claims, dealers will not be charged for re-shipping costs or freight on replacement parts/pieces; however the replacement parts/pieces will not go out until the dealer's next shipment is ready to leave. Dealers may chose to pay freight on replacement parts/pieces if they are in a rush to get the replacements. For denied claims, dealers are fully responsible for all new freight charges on replacement parts/pieces.

If dealers contract with the transportation company for delivery, it is the responsibility of the dealer to file all claims for lost or visibly damaged items with the carrier directly. Camerich USA will not be responsible for issue credits or sending replacement items. The dealer is solely responsible for obtaining any compensation from the transportation company. Camerich USA will assist the dealer by providing any documentation required to file the claim.

#### RETURN & CANCELLATION POLICY

For Custom Orders, dealers are not permitted to cancel the order, without penalty, after 24 business hours from order confirmation. If dealers cancel their orders after 24 business hours from order confirmation, dealers will either lose their 50% deposit on custom orders, or they will be charged up to 50% of their wholesale price. Modifications or Cancellations are not permitted 24 business hours before an item is slated ship.

For orders from our Stock Program, modifications or cancellations will not be accepted 24 business hours from when the goods are slated to ship from WA State Warehouse Facility. Cancellations on Stocking Orders that occur at least 24 business hours prior to when the goods were slated to ship will incur no penalty.

Any delay is not to be considered a legitimate reason for order cancellation or for any type of compensation and/or indemnity.

We do not accept Returns on goods that have left our WA State Warehouse facility. For Returns on Freight or Manufacturing Claims, please reference our Claims section in this document.

#### TERMS

For LTL Orders (Stocking Program):

100% payment received before delivery.

For LTL Orders (Special Orders):

50% down when the order is confirmed and 50% balance before the shipment leaves the WA State warehouse.

For Container Orders:

50% down when the order is confirmed and 50% balance when the container leaves Beijing warehouse.

Payment for all products shall be made in U.S. currency to Camerich USA the manner and at times specified above.

Payment method is check, wire transfer, or by credit card (Visa or MasterCard).

Credit Card payments are not accepted on Container Orders

Late payments are subject to 2% per month finance charge.

Drop Ship orders are subject to additional handling service charge.

Returned checks are subject to \$20 return check charge and must be replaced with a certified cashier's check or wire transfer for the amount of the invoice, including shipping charges. Returned checks may affect terms on the existing and future orders.

#### PAYMENT CONDITIONS

The price shall be paid by the Purchaser without charge of costs. The Purchaser shall not be granted any delay of payment in addition to what has been specified.

Camerich USA shall have the right to hold deliveries of goods in any case of non-fulfillment, even partial, by the Purchaser with respect to the agreed payment terms, without being charged with damages of any kind. Camerich USA also reserves the right to modify at any time the payment conditions in the case of recurring non-fulfillment by the Purchaser.

#### LEAD TIME

All orders are subject to strikes, labor problems, and contingencies of transportation/weather, failure of usual source of supply, materials or labor; accidents, product delay, or any other difficulties. Camerich USA will be relieved from responsibility for delay or failure of delivery arising from any above named causes.

It is Camerich USA's policy to ship in full unless otherwise specified. Below lead time quoted are only estimates and cannot be guaranteed. For orders going to Canada or Mexico please add an additional two weeks. Do note that customs inspections may cause unforeseen delays. Canadian and Mexican clients are responsible for clearing customs and all custom charges.

Approximate Lead Times Provided:

1. Stocking Program
  - a. Delivery: USA distribution facility
  - b. Lead Time: ship out of USA distribution facility in two weeks. If an item is on backorder, a backorder date will be provided.
2. Container Program
  - a. Production Time: 4 – 6 weeks
  - b. Lead Time: 4-6 weeks production + transit + customs clearance
3. Special Orders
  - a. Delivery: USA distribution facility
  - b. Lead Time: ship out of USA distribution facility in 10 to 12 weeks (please inquire for exact lead times on special orders)

#### PRODUCT WARRANTY

Camerich USA provides a ten year warranty on the structural frame of our furniture. The structural frame refers to the wooden or metal frame of a sofa, bed, or lounge chair. We warrant that this be free from defects in materials and workmanship under normal use for a period of ten years from the date of receipt of furniture. Camerich USA provides limited warranty on Fabrics, Leathers, Foam, or Feather to be free from defects in materials and workmanship under normal use for a period of one year from the date of receipt of furniture. This limited warranty does not apply if products have been altered, modified or have been subject to abnormal use, misuse, neglect, and does not extend to damage caused by shipping, accident, abuse, cleaning, or normal wear and tear, and is limited to repair or replacement of defective Products at the sole discretion of Camerich USA. Warranties do not apply to COM (Customer Own Material), COL (Customer Own Leather) orders, or other customized pieces.

This limited warranty supersedes all inconsistent provisions of any and all purchase orders, invoices, acknowledgements, or other writings or statements written or otherwise. Camerich USA disclaims all other express or implied warranties and product liability, and representation or warranty, express or implied, as to the condition, value, design, operation, suitability, no infringement, merchantability, or fitness for any particular purpose of the products or any part thereof and any implied warranties arising from statute, trade usage, course of dealing, or course of performance. Purchaser shall not offer to its customers any warranty for the product other than the warranty above.

Camerich USA will endeavor to maintain the colors and shades of any products but does not guarantee that there will not be differences in colors, shades, or texture from the catalogue, sample swatch, or from one shipment to another. Camerich USA cannot ensure accuracy of color, grain, or other characteristics.

#### TRANSFER OF PROPERTY

Camerich USA shall remain the owner of the goods until the invoice has been paid in full by the Purchaser, even in cases of additions and/or modifications to the originally delivered products. The purchasing company is authorized to sell the goods to third parties in accordance with its normal line of business; however, in this case price of the resold goods must be settled in advance with Camerich USA.

#### ADVERTISING POLICY

##### CAMERICH USA NAME

Under no circumstance can any Camerich USA products be sold or represented as product of another brand.

Any dealer wishing to utilize the Camerich USA brand, copyrighted materials, logos, references, or other Camerich USA produced materials for the purpose of advertising the sale of Camerich USA products in newspaper, on radio, TV, internet, or magazine, must maintain an actual physical retail location in which Camerich USA products are clearly displayed and sold.

##### MINIMUM ADVERTISED PRICE

All dealers are required to respect the MAP, (Minimum Advertised Price), over the Internet, e-mails, telephone, and any other material. Camerich USA's MAP for the internet, advertisement, or any printed material is the full Suggested Retail Price. Camerich USA's MAP for any signs or display in your physical store, or verbally over the telephone is -20% off the Suggested Retail Price.

##### E-COMMERCE RESTRICTIONS

In efforts to create an even playing field and protect and uphold the long term representation of the Camerich USA brand, Camerich USA has authorized E-commerce for a limited number of closely monitored partners. E-Commerce without prior authorization by Camerich USA is strictly prohibited.

However, Camerich USA understands and supports all authorized dealers' use of the Internet as a means of communication with, informing, and attracting customers to their physical stores. The following requirements apply with regard to including Camerich USA products, trademarks, and brand signature of your store's website. Authorized Camerich USA dealers may do the following:

- Advertise via the internet that Camerich USA products are available at your specified physical location
- List only the full Suggested Retail Price
- Provide images and information on your store website about Camerich USA products you carry
- List Camerich USA in search engine titles, mega keywords, or meta-descriptions as long as your store name is included or the disclaimer "unofficial site" is attached
- Display the Camerich USA logo and other trademarks with your company logo displayed more prominently.

##### INTELLECTUAL PEROPERTY USAGE

Any dealer that intends to utilize Camerich USA brand name, Camerich USA copyrighted materials, logos, references, or other Camerich USA produced materials for the purpose of advertising the sale of Camerich USA products must do the following:

- 1) Sign this Terms and Conditions (thereby acknowledging that you understand the Camerich USA policy listed here)
- 2) Submit all advertising materials that include Camerich USA brands or copyrighted materials to be reviewed and approved for accuracy (correct trademark and logo usage, etc.) to Camerich USA Marketing Department
- 3) Fax submissions to 425-793-5147 or email [info@camerichusa.com](mailto:info@camerichusa.com) and mark them "Attention Marketing Dept for Approval"