



## Terms & Conditions

### Exotic Opulence Collection

By placing an order it is implied that you accept our terms and conditions as listed below:

#### Pricing

We reserve the right, without prior notice, to discontinue products or change specifications and prices on products. Prices always refer to a quantity of one and are Ex-Works Rio Tinto, Portugal. Packaging is always included in our price; however if the customer requires specific packaging, they will be charged accordingly.

#### 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.

#### Lead Times

- Fabrics: 6 weeks
- Leathers: 6 weeks
- Synthetics Leathers: 6 weeks
- Wall Coverings: 6 weeks
- Soft Goods (pillows, throws, rugs): 8 weeks

+ 10 days shipping

- Samples will be dispatched within 2 weeks – unless out of stock. Out of stock samples may take up to 30 days for delivery. Please check availability prior to purchase.

We reserve the right, without prior notice, to alter or change lead times. For orders of large quantities we reserve the right to adjust the time of delivery accordingly.

#### Freight

Shipping costs are not included in the price of an item. If a purchase order is received with the freight carrier noted as "Best Way" or if no carrier is noted, customer service will assign a carrier based on the destination. This in no way implies that KOKET is responsible for the performance of the carrier.

Seller product shipment includes door-to-door, drop off service only. Delivery personnel are limited to delivering to physical shipping address only. They are not permitted to cross the threshold of building, home, or office with shipment. Nor can they handle, uncrate, or remove any packaging or materials. Should Buyer request a specific method of shipment beyond the aforementioned shipping method of Seller, the Buyer is subject to all additional costs of additional services.

Additional services would include, but are not limited to: air freight, special handling, and/or white glove services. Referral to a residential or white glove delivery service is by no means indicative of KOKET responsibility in the handling or delivery of freight. Any shipments returned to Seller as a result of Buyer's unexcused delay or failure to accept delivery will require Buyer to pay all additional costs incurred by Seller including storage fees.

#### Freight Policy & Damage Claims

When your order is nearing completion, we will notify you so shipment can be arranged. All products are carefully packed and inspected prior to shipment.

The refusal of damaged merchandise in no way relieves the purchaser of responsibility for payment of goods. We are not responsible for loss or damage in transit. All items must be inspected for damage prior to signing. Therefore, responsibility for damage occurring in transit is the owner's responsibility and all claims for freight damage must be made within 48 hours of receipt. KOKET will not accept any claim on merchandise after the 48 hour period. Signature of receipt by your agent or employee constitutes full acceptance of all packages stated on the bill of lading or electronic clipboard in undamaged condition. You are responsible for all shipping and return charges for any shipment that is refused as well as forfeiture of your deposit. The refusal of damaged merchandise in no way relieves the purchaser of responsibility for payment of goods. We shall not be liable for a delay in shipment for any cause, nor shall any delay entitle you to cancel any order after it has shipped or refuse delivery. You agree that the shipping address provided to KOKET in writing is a valid shipping address for your retail business.

#### Return Authorization

KOKET does not accept returns. It is within our sole discretion as to whether to accept returns of merchandise. Items returned without our prior authorization will be refused at buyer's expense. Returned items must be in their original condition and packaging, and you shall prepay and be liable for all charges in connection with the shipping of returned goods, including insurance. The 50% non-refundable deposit will be kept on all returns of merchandise. Custom items are not returnable under any circumstances.

#### Order Cancellation

Orders are noncancellable, nor returnable, after five (5) business days, starting from the day of the 1st payment. If the order is canceled within the allowable five business days, the amount already paid will be credited via a KOKET Credit Note to the same entity who placed the order. Changes in orders, returns or cancellations require prior written approval from manufacturer. In every other aspect (delay, client indecision, lost of projects, etc) the amount paid to KOKET will not be refunded or credited via a KOKET Credit Note, and the client will lose any right to the goods. Such orders will be subject to change, cancellation or stocking fees up to 50% of the net selling price.

#### Internet Policy

Dealer internet websites may neither advertise, nor in any way, display the KOKET name, logo, product images or any other proprietary company emblems or information without prior written consent from the company. Dealer websites may not display pricing lower than KOKET's MSRP, promotional orders, discounts or value statements (e.g. lowest price in town). Please contact KOKET for further company guidelines on internet usage.

#### Distribution Policy

We reserve the right not to sell to, or continue to sell to, any dealer whose distribution or sales tactics result in a negative effect on our ability to compete and sell in a region.



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#### Product Warehouse & Storage Fees

All clients will have a total of four (4) weeks from the date they are billed for their final payment to pay all remaining balances on their order. Once the balance is paid, the item will be shipped as soon as possible. If the balance remains unpaid after the four-week grace period, a 5% storage fee will be applied weekly. This 5% will be calculated based on the total invoice amount, not the remaining balance. Orders that accrue storage fees cannot be released until the fees and remaining balance are paid. If the order extends eight (8) weeks past the date of final billing, the client consents to release the order to KOKET stock, and the order deposit is lost.

#### Force Majeure

All quoted completion and delivery dates are estimates only. Manufacturer 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 Manufacturer's reasonable control including, but not limited to, (a) government action, war, riots, civil commotion, embargoes or martial laws, (b) Manufacturer'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 Manufacturer or others, (e) fire, flood or other casualty, or (f) other contingencies of manufacture or shipment. In the event of any delay in Manufacturer's performance due in whole or in part to any cause beyond Manufacturer's reasonable control, Manufacturer 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.

#### Warranty And Disclaimer

There are no warranties with our products. When issues arise, KOKET reserves the right to determine whether a replacement or repair is most appropriate.

### TEXTILES - Fabrics, Leathers, Synthetic Leathers and Wall Coverings

#### Samples

Please note that samples ordered through our website are intended as a representation of the color and texture of a fabric, leather or wallcovering, and may not show the full design.

We aim to display the colors accurately, although we cannot guarantee that your computer's display shows the true colors of our collection. The Samples sent to you may, therefore, vary slightly from the images on our website. All images on our website are for illustrative purposes only.

Every effort is made to ensure that the fabrics, leathers and wallcoverings we supply correspond as closely as possible to our Samples. However, variations in color between batches may occur from time to time during normal manufacturing processes. We cannot guarantee that any fabric, leather or wallcovering that we subsequently supply will match exactly the Samples sent to you. All Samples of materials shown on our website are subject to availability.

#### Quality Assurance

The technical constraints related to the various production tools may lead to differences in dye/ bathing. No complaints regarding a deviation in dye/ bathing from the catalogue or website will be accepted.

All fabrics have a natural shrinkage when you wash or dry them, our tolerance is 3%. Percentage of shrinkage can change from textile to textile, from fiber to fiber.

Fabrics in dark colors can lose color after rubbing, this phenomenon is more visible in the Velvet textiles. This is a characteristic of the fabric and not a defect. In this case, no claims will be accepted.

Differences on repeats and/ or width within the 3% tolerance won't be accepted. In designs with a vertical repeat, even if technically is well made, the perfect alignment is not guaranteed, especially in silks and some designs.

Fabrics made with natural fibers (Cotton, Silk, Linen, Jute) are subject to size changes due to humidity.

#### SILK FABRICS

Please be aware that silk is a natural product and therefore will always have natural imperfections. Weave and shade variations, nubs and slubs are to be expected in fine 100% silk yarns. Removing them would not only weaken the fabric, but destroy part of the natural beauty and character.

In addition, silk products must be protected from the sun. Draperies should be lined and in some cases interlining is recommended. Colors can fade by oxidation (gas fading) if unaired in storage for a period of time. KOKET cannot accept responsibility for silk fabrics left in their packaging for periods of time and/or stored improperly.

#### VELVET FABRICS

Velvet fabric should be removed from its packaging and used as soon as possible to avoid crushing. Always store a roll of velvet in a horizontal and hanging position, either in a special shelving system or in the original box within its suspension. KOKET cannot accept responsibility for velvets left in their packaging for long periods of time and/or stored improperly.

#### LEATHERS

Leather hides used for upholstering furniture will exhibit non-uniform surface qualities, depending on the area of the hide from which they were cut. Even pigment-dyed buffed and embossed leather obscure some of these natural texture characteristics. Variations in texture are not flaws and will not affect the leather's durability. Common surface variations include scratches, wrinkles and healed scars.

A sample should never be considered as an exact snapshot of the entire hide.

A dye variation along with variation in texture can be found throughout the hide of some leathers, resulting in large grain near the edge and smaller grain in the center.

#### Minimum Order Requirements

Minimum order for fabrics and synthetic leathers: 1 meter (1 yard US)

Minimum order for leathers: 1 hide or half hide for Bloom, Brilliance, Stingray leathers

Minimum order for wall coverings:

Feathers Wall coverings – 3 meters (4 yards US)

Circa Wall coverings – 3 meters (3 yards US)



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### **SOFT GOODS - Throws, Pillows, Rugs**

Genuine leathers and furs may display small marks, veins and shade variations, and should not be considered as defects. The materials may belong to different batches, so the samples are an approximate reference to the select color.

Colors are subject to normal dye lot and natural variations. Dyed colors may change and/or fade depending on the final destination environment. KOKET products are not guaranteed against fading or shrinkage through cleaning, steaming, and exposure to sunlight/spotlight or effects of wear.

All KOKET raw materials such as genuine leathers and natural furs can vary in shades from one hide to another, and KOKET declines any responsibility for possible shade differences.

KOKET will not accept claims regarding changes in products exposed to sunlight or spotlight.

Each KOKET design is hand crafted. While every effort is made to maintain uniformity, slight variations may occur.

#### *Minimum Order Requirements*

Minimum order for pillows: 2 pillows of the same color and reference

Minimum order for throws: 1 throw

Minimum order for rugs: 1 rug

#### *Remedies Upon Default*

Manufacturer 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, Manufacturer may, at its option, cancel any unshipped portion of this order, retain the goods and declare a forfeiture of the deposit as liquidated damages.

*TERMS ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT PRIOR NOTICE*

Payment Details Wire Transfer | Please contact us for account information. USA: WIRE TRANSFER FEE: 18\$ REST OF THE WORLD: WIRE TRANSFER FEE: 12€

Check Payment Please write checks to KOKET, LLC Send to: KOKET, LLC 9255 Center Street, Suite 102 Manassas, VA 20110, USA