

KOKET[®]

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Terms & Conditions

ORDERS ARE SUBJECT TO ACCEPTANCE

All orders are subject to acceptance by the wholesaler ("Seller") of the Product Line ("Manufacturer").

Buyer ("Buyer") is defined as the person, firm or company, authority or government department, which purchases the Goods from the Seller.

ENTIRE AGREEMENT

Acceptance of orders is based on the express condition that buyer agrees 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 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 manufacturer unless prior written approval is signed and approved by an officer of manufacturer. No modification of any of these terms will be affected by manufacturer'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.

FORCE MAJEURE

All quoted completion and delivery dates are estimates only. KOKET shall not be liable for delays in completion, shipment, or default in delivery for any reason of force majeure or for any cause beyond Manufacturer's or KOKET'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.

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 offers, discounts or value statements (e.g. lowest price in town). Please contact KOKET for further company guidelines on internet usage.

PRICING

We reserve the right, without prior notice, to discontinue products or change specifications and prices on products. Prices always refer to one unit and are FOB Rio Tinto, Portugal. For USA clients, FOB Virginia. All pricing is determined by qualification of customer. 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.

ACCOUNTS & ORDER TERMS

There are no required minimums when purchasing at Designer Net pricing. Open credit terms will be considered on a case by case basis after the first pro- forma order.

Balance is due upon order completion, prior to shipping of merchandise. Buyer then has up to ten (10) business days to pay the remaining balance of their outstanding invoice and arrange for shipping of product(s). Failure to do so, within ten (10) business days, will result in additional fees. These fees are outlined in PRODUCT AND STORAGE FEES Section. All pieces are the property of KOKET until payment is received in full. KOKET reserves the right to defer the dispatch date until the balance of the order is received. All orders in the amount of \$3,500 or less will require payment in full prior to processing the order.

NET PRICING QUALIFICATIONS

Incomplete Commercial Account Applications will not be accepted.

To receive net pricing, a U.S. tax exemption ID certificate or reseller's license is required for an account, or both items below:

1. Proof of valid membership (e.g. current membership ID) in one of these organizations:
 - . ASID American Society of Interior Designers, or international affiliate
 - . IIDA International Interior Design Association
 - . IDS Interior Design Association
 - . IDS Interior Design Society
 - . CID Certified Interior Designers International
 - . National Council for Interior Design
 - . Qualification certificate number
2. Business Card

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CONTRACT/HOSPITALITY ORDERS:

KOKET has the ability to customize existing products or new products to meet contract specifications. These orders will necessitate special pricing based on quantity and features. All custom designs are subject to a non-refundable design fee of two hundred and fifty dollars (USD) \$250.00. In specific cases of customization, additional design fees may apply. This will be determined on a case-by-case basis at which time the Buyer will be notified of any said fees.

PRODUCT AND STORAGE FEES

Upon completion, clients will have a total of ten (10) days from the date they are billed for their final payment to pay all remaining balances on their order. If the balance remains unpaid after the ten (10) day 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.

ORDER CANCELLATION

All goods are custom made to order specifications. Orders are not cancellable after five (5) working days since the day of the 1st payment of the order, nor returnable. If the order is canceled within the five business days allowed, the amount already paid will be credited (KOKET Credit Note) to the same entity that was ordered from us. Changes in orders, returns or cancellations require prior written approval from manufacturer. In every other aspect (delay, client indecision, loss of projects, etc.) the amount paid to KOKET will not be refunded or credited as Credit notes, and the client will lose any right to the goods.

In-Stock Lighting Return Policy:

KOKET will not accept lighting returns without prior written authorization. Returns or cancellations are subject to cancellation fees or restocking fees up to 50% 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.

LEAD TIME

We reserve the right, without prior notice, to change lead time. For pieces with custom specifications or orders of large quantities we reserve the right to adjust the time of delivery accordingly. Lead time for COM or COL orders does not begin until ALL fabric and/or materials are received by the manufacturer.

FREIGHT

Shipping costs are not included in the price of an item. 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 unless Buyer specifies an additional service. 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.

Buyer can request additional services for a higher fee. Additional services include: air freight and white glove services.

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.

TITLE / RISK OF LOSS

Any claim by Buyer against Seller or carrier for shortage or damage occurring prior to 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 Manufacturer in the conditions claimed. All deliveries are subject to the accompanying Freight Receiving Rules.

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.

Defective products will be either fixed or replaced within the normal production time period required to reorder and manufacture the replacement product.

Furniture: Many wood and metal finishes are applied by hand and may vary in color, tone and character. While Manufacturer will make every effort to match a finish, no guarantee can be made of an exact match.

Manufacturer 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 and Soft Goods: Manufacturer does not guarantee fabrics or soft goods, dyed or natural, from fading, normal wear, or slight variations in color.

Dining Tables: Dining table designs are handmade and are subject to slight inconsistencies. Table tops and bases are made and shipped in separate crates. Glass table tops are not

anchored to the base upon arrival, and thus does not guarantee maximum stability upon placement.

Consoles: All console designs are handmade and subject to slight inconsistencies. Certain console designs could cause a small percentage of instability upon movement. Please exercise caution when moving consoles, providing proper support, as they are very fragile.

SHIPPING / DELIVERY

As a service to our customers, KOKET will arrange the shipping of orders via one of our preferred carriers. All charges are proforma and will be included on the final balance due notice.

If the customer chooses to manage their own freight and delivery, KOKET must be notified of the specific details of the movement. The handling fee for "customer's own" pick-up of \$100.00 will be added to the customer's balance.

Ownership of the product transfers to the customer (owner) upon the freight carrier taking possession of the order for transport. Therefore, responsibility for damage occurring in-transit is the owner's and all claims for freight damage must be made within 48 hours of receipt.

If customer selects their own freight carrier, freight claims must be filed directly with the selected carrier. KOKET is not responsible for a customer's own or third party freight damage and claim.

RECEIPT OF PRODUCT & INSPECTION OF PRODUCT

DI highly recommends using a qualified receiving warehouse to receive, inspect, consolidate deliveries and facilitate in-home installation. All crated goods must go through a professional receiver such as a receiving warehouse. A receiving warehouse acts as an agent for the client and is responsible to note any damage and assist the owner with filing a freight claim when any damage is found. A qualified receiving person should be present to accept products when delivered directly to a home.

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A signature on the BOL upon receipt of the products confirms that the products are received in good condition unless exception is made on the BOL. If the merchandise is refused upon delivery for quality or damage issues, the receiver should contact KOKET immediately.

If you are unable to inspect the merchandise at the time of receiving the shipment, note on the BOL that any concealed damage of boxed or crated products will be the responsibility of the carrier or the manufacturer as determined upon inspection of the products.

- . Have the driver sign your copy of the delivery receipt.
- . Take pictures of noted damages of item and packaging.
- . Do not discard packaging, as insurance adjuster will need to review item and packaging when a claim has been filed.
- . Contact KOKET as soon as you inspect item(s) received to advise them of any damages as a claim will need to be filed by them within 48 hours of delivery.

Note: Courts have generally ruled that a consignee may not open the containers and examine the merchandise before giving a receipt to the carrier unless the containers indicate the probability of damage.

If you discover damage after delivery and the delivery receipt has a vague notation or no notation, it may result in a denied claim.

Damages that are caused by the Freight Carrier and occurred during transit from KOKET to the Consignee, are not the responsibility of KOKET. It is the Consignee's responsibility to inspect items received upon delivery to ensure proper measures can be taken to file a claim with the Freight Carrier.

Photos of damages of the product, crate and packaging are mandatory for filing a claim, along with a written detailed description. KOKET will not honor any claims without this documentation.

All product claims should be reported directly to KOKET, within 48 hours of receiving the product. You should immediately phone: 703.369.3324. You will then be given directives on how/where to send the proper documentation.

Do not attempt a return without first having obtained a KOKET written authorization.

KOKET will not accept returns without prior written authorization.

LIMITATION OF REMEDIES

Neither manufacturer nor seller shall 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, strict liability in tort, negligence or any other legal theory. Seller's liability hereunder in any case is expressly limited, at manufacturer's election, to repair or replace (in the form originally ordered) of goods not complying with this agreement, or to the repayment of, or crediting buyer with, an amount equal to the purchase price of such goods.

REMEDIES UPON DEFAULT

Seller 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, Seller may, at its option, cancel any unshipped portion of this order, retain the goods and declare a forfeiture of the deposit as liquidated damages. In the alternative, Seller shall (in addition to other remedies available under any applicable Uniform Commercial Code or otherwise by law) have the right to appropriate and apply the goods to payment due hereunder. Seller may proceed to sell or otherwise dispose of the goods at public or private sale for cash or credit; provided, however, that Buyer shall be credited with the proceeds of such sale only when the proceeds are received by Seller.

If any notification or intended disposition is required by law, such notification shall be deemed reasonably and properly given if mailed at least ten days before such disposition, postage prepaid, to Buyer at the Buyer's address set forth on the face side hereof. Any proceeds of the goods may be applied by Seller to the payment of expenses and costs to exercise Seller's rights hereunder, and any balance of such proceeds shall be applied against Buyer's account in such order as Seller shall determine in its sole discretion. Buyer will remain liable for the balance of all unpaid accounts.

EXCLUSIONS

All of Manufacturer's drawings, descriptive matter, weights, dimensions, descriptions and illustrations contained in the Seller's catalogues, prices list's 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.

WAIVER

Waiver by Manufacturer or Seller 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.

SEVERABILITY

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

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*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