

Maywood Furniture Corp. Terms and Conditions

PRICES

All prices listed herein are effective the date printed on the cover of Maywood Furniture's Price List and supersede all other hospitality and institutional Price Lists. Prices are F.O.B. factory, Maywood, N.J. Prices are subject to change without notice.

SALES TAX

Applicable sales and other taxes will be invoiced separately unless the proper exemption number for such taxes is supplied.

PAYMENT TERMS & CREDIT

Payment terms are NET 30 for qualified customers meeting Maywood Furniture Corporation's credit requirements.

ACCOUNT INQUIRIES

All questions regarding credit, invoice, adjustments, billing and payment applications should be directed to:

Maywood Furniture Corporation
23 West Howcroft Road
Maywood, NJ 07607
1-800-238-6797

NEW ACCOUNTS

First orders and custom orders require PAYMENT IN FULL BEFORE MANUFACTURING. All new accounts are subject to credit approval by Maywood Furniture Corporation. If credit approval is requested for future orders, please ask for standard credit application and allow adequate time for approval.

PURCHASE ORDERS

Orders will be accepted via telephone, tele-fax, mail, or e-mail. ***DUPLICATION OF TELE-FAXED ORDERS NOT PROPERLY MARKED "CONFIRMATION" ARE THE RESPONSIBILITY OF THE CUSTOMER.*** Tele-fax number is 201-845-4586. E-mail address is sales@maywood.com. Confirmations from Maywood Furniture Corporation are not required.

ACKNOWLEDGMENTS

Orders are accepted, manufactured, shipped, and invoiced in accordance with Maywood Furniture Corporation's Sales Order via fax acknowledgement, including Terms and Conditions. It is the responsibility of the buyer to notify Maywood Furniture Corporation within two (2) days of any discrepancies upon receiving the Sales Order acknowledgement. Acknowledged Sales Orders may not be changed or cancelled without consent from Maywood Furniture Corporation. Shipment dates are estimated ship dates. If you are unable to accept delivery of an order before a specific date, please indicate clearly on your order by stating: "Do not ship for arrival before ____."

Failure to accept delivery of an order based on the Estimated Ship Date may subject order to warehouse storage charges. Changes to the Estimated Ship Date after the order is acknowledged are subject to Maywood's approval and may result in storage charges.

CHANGE ORDERS

Requests for changes to an acknowledged order must be submitted in writing to Maywood Furniture Corporation and are subject to Maywood's ability to accommodate such requests. ***Change orders may be subject to a revised production schedule and to any additional charges for material and labor.***

DELAY

Maywood Furniture Corporation shall not be liable for delays in performance caused by an Act of God, fire or other casualty, accident, strike, shortage of labor or materials, governmental action or any other cause beyond Maywood Furniture Corporation's control, and the time for Maywood Furniture Corporation's performance may be extended by the disruption. Maywood reserves the right to apportion its production as appropriate to meet customer's needs.

CANCELLATION POLICY

Requests for cancellation of acknowledged purchase orders must be made in writing to Maywood. In addition, when canceling an order, call Maywood's Customer Service at (800) 238-6797 to receive a cancellation approval date . ***Cancellation three days or less from estimated ship date may require a 10% cancellation fee. All custom products requiring engineering modifications or special materials cancelled 4 (four) business days or more before the acknowledged ship date will be subject to the loss of the down payment for the line item.***

FREIGHT

Freight costs are the responsibility of the buyer. Shipments will go forward on a freight prepay and add basis, unless Maywood Furniture Corporation is notified otherwise. Orders will be shipped via common or contract carrier of Maywood Furniture Corporation's choice, unless otherwise specified. Normal delivery is on a dock to dock basis. Special requests such as inside delivery, call before delivery, or special handling instructions should be on the customer's purchase order and may be subject to additional charges. Maywood will make every attempt to accommodate customer's requests. All special delivery requests received after the order is acknowledged will be treated as a Change Order.

FREIGHT CLAIMS

All product is shipped in compliance with the National Motor Freight Classification Code. Proper care is taken to provide excellent product quality and prepare product for journey. Upon receipt of an order it is the responsibility of the customer to inspect all cartons for damage and/or shortages and to note any visible damage or shortages on the carrier driver's delivery receipt or Bill of Lading. In the event of damage, immediately contact Maywood Furniture

Corporation's Customer Representative Group to initiate a freight claim and replacement/repair options. All noted damages are eligible for credit.

- **Damages on Customer Designated Carrier - Should damage occur on customer designated carrier orders, freight claims are the responsibility of the customer.**
- **Concealed Damages - Concealed damages must be reported within 15 days from delivery. Any concealed damages not reported in 15 days will not be the responsibility of Maywood Furniture Corporation or the carrier. If Maywood accepts the concealed damage claim, Maywood's liability is limited to up to two-thirds of the invoiced price.**

STORAGE

Storage of tables at Maywood Furniture Corporation subsequent to manufacture could be subject to additional charges.

RETURNS

Products produced by Maywood Furniture Corporation are manufactured specifically to Maywood customer specification. Maywood Furniture Corporation is not required to accept as a return any product specified or ordered incorrectly. Returns are subject to a restocking charge of 50% providing products are returned in excellent condition; returns in less than excellent condition will be subject to a graduated restocking fee calculated by the Maywood Furniture Corporation. Return Authorizations will be issued at the discretion of Maywood Furniture Corporation for products or parts deemed defective. Maywood Furniture Corporation is not required to accept returned merchandise without proper authorization. Freight charges for returns are the responsibility of the customer.

PRODUCT DESIGN

Maywood Furniture Corporation reserves the right to discontinue or make changes in the design, specifications or construction of its products without prior notice.

REPAIR & REPLACEMENT

Maywood Furniture will repair or replace at its discretion, and as expeditiously as possible, those items that qualify under stated warranties. No repairs will be authorized without prior written consent from Maywood. Maywood's obligation will not exceed the original purchase price.

AGENT'S AUTHORITY

Buyer understands and agrees that no agent, employee, or representative of the Maywood Furniture Corporation has authority to bind Maywood Furniture Corporation to any affirmation, agreement, representation, or warranty concerning the Maywood Furniture Corporation products, and buyer further understands and agrees that such affirmation of fact, promise, or representation made by any agent, employee or representative of Maywood Furniture

Corporation shall not constitute a warranty or agreement unless specifically approved in writing by an authorized Officer of Maywood Furniture Corporation.

INTELLECTUAL PROPERTY-DISCLAIMER

When an order is for product(s) not in its normal line, Maywood Furniture Corporation's sole responsibility is to provide product(s) meeting the specifications of its customers, agents, or representative. Maywood Furniture Corporation specifically disclaims any obligation to indemnify or defend customer, property owners, architects, designers, specifiers, customer agents or others for claims alleging infringement of trademarks, copyrights, patents, designs or any other issues collectively described as intellectual property. Customer confirms that it is the originator of specifications for this customized product and has the clear title to said intellectual property and will defend and make the Maywood Furniture Corporation harmless for any claims (including expenses and reasonable attorney fees) to the contrary.

NOTIFICATIONS

Possession of this price list does not in itself constitute authority to sell and/or purchase products contained herein.

The Terms and Conditions set forth herein shall not be modified by documentation provided to us by the Customer, unless as expressly authorized in writing. Modifications to these Terms and Conditions shall only be effective upon express written approval by the Maywood Furniture Corporation.