

TERMS AND CONDITIONS

PRICES

All prices are f.o.b. factory (High Point) and include complete packing. We reserve the right to change prices without prior notice.

TERMS

Net 30 days from date of invoice. Invoices are delinquent if not paid in thirty (30) days from date of invoice. In the event timely payment is not made, interest will be charged at the rate of 1% per month on delinquent accounts. Buyers will also be liable for normal collection costs and attorney's fee.

CREDIT

CIT/Commercial Service Inc. (P.O. Box 31307, Charlotte, N.C. 28231) serves as our factors. They will open an account for buyers satisfactorily rated with a recognized credit agency. If a buyer is not so rated and wishes to open an account, name and address of bank and trade references must be submitted to CIT. Allow for delay for credit check. In addition, we will process orders upon receipt of ½ deposit, balance required before shipment. Credit application available at www.jackcartwright.com

ORDERS

Orders are only accepted by issuance of our formal acknowledgment and are subject to the terms set forth herein and on our order acknowledgment. Orders will not be acknowledged or entered for production until all specification information is complete. Buyers should check acknowledgement to confirm that all order details are correct.

ORDER CHANGE — CANCELLATIONS

Our order confirmation is final and binding. Any order change or cancellation is subject to our ability to conform. Such requests are to be made in writing to our office (High Point).

SHIPPING AND PREPAID FREIGHT

Unless otherwise instructed, we reserve the option to ship by what is, in our opinion, the best possible way. Upon request we will prepay freight for accounts with established credit. A service charge of 10% of the freight bill, not to exceed \$50.00, will be added.

For your protection all shipments should be unpacked and inspected upon arrival at destination.

CLAIMS All shipments are delivered to the transportation company in good condition at which time Cartwright's liability ceases. We are not responsible for damage suffered in transit. Do not refuse merchandise if damaged in transit. If shipment arrives damaged or short file a claim with the carrier immediately. Keep product in original shipping box for inspection by carrier.

Merchandise should be inspected for possible freight damage upon delivery. Claims for damage or shortage should be filed by the consignee with the carrier within 5 days of delivery. You are protected for "concealed damage" if you file claim with the carrier within 5 days of delivery.

All claims against Cartwright for defects, errors or shortages must be made by buyer in writing within 10 days after delivery. Failure to make such claim shall constitute full acceptance.

PARTIAL SHIPMENTS

We will make every attempt to ship orders complete and on schedule. However, we reserve the right to make partial shipments as merchandise is ready. Invoices covering these shipments are to be paid as they become due.

RETURNS

No merchandise may be returned without our written consent and shipping instructions. Unauthorized returns will not be accepted and will be returned freight collect.

DELIVERY

We are not liable for delay or failure of delivery due to strikes and/or differences with workmen, war, riot, fire, compliance with government regulations, acts of God, failure or delay of sources of supply, or any other causes beyond our control.

STORAGE

If buyer cannot accept delivery when merchandise is ready, we reserve the right to transfer goods to storage. Costs of transfer and storage will be charged to the buyer's account, and we will deem such transfer as constituting shipment for all purposes, including invoicing, as of date transfer is made.

Note: If an extended delivery date is requested **at the time the order is placed** warehousing charges will not be made until after that date.

CONSTRUCTION — SPECIFICATIONS

All items are produced to price list specifications unless otherwise advised. All dimensions shown are approximate. Manufacturer reserves the right to make modifications and/or improvements without prior notice. Exception: States requiring special fire code regulations. Contact factory for pricing and details.

COVERING MATERIAL

Yardage requirement is based on 54" wide plain covering material and must be increased if less than 54", if the pattern requires matching and/or has a nap or pile. Leather requirements are based on formula of 18 square feet of leather equals one linear yard of 54" wide cover material. Small hides may require additional square footage.

Special instructions for handling materials (pattern, direction of stripe, right side of reversible fabric, etc.) must be submitted in writing before fabric is delivered. In the absence of special instructions, we reserve the right to use our own judgement.

Furniture specified using multi-fabric applications or contrasting welts will be up charged. Contact factory.

We reserve the right to reject any covering which, in our opinion, is unsuitable for upholstery purposes. However, in no instance shall we be held responsible for unsatisfactory results due to use of covering unsuitable for our manufacturing methods.

Inasmuch as mills and tanneries do not guarantee their products, we shall not be held responsible for differences in color or tone between covering material supplied and samples from which selection has been made. Nor shall we be held responsible for wear, fading, or performance of any covering material whether supplied by ourselves or buyer.

CUSTOMER'S OWN MATERIAL

We will not be responsible for errors caused by buyers not supplying us with sample cuttings attached to their order giving full identification of covering material (name of supplier, covering name, number, and color) for identification purposes and advising us of model number and quantity to which each cover is to be applied.

Customer's own material that is shipped freight collect will be refused. A service charge will be applied for the return of unuseable COM. Contact factory.

SHIPPING OF COM TO JACK CARTWRIGHT

Outside of packages are to be marked with Cartwright acknowledgement number, buyer's firm name, job and order number, Cartwright model number and quantity.

Ship freight prepaid to:

Cartwright, Incorporated, 2014 Chestnut Street, High Point, North Carolina 27262

WARRANTY

Jack Cartwright, Inc. warrants its products, except covering materials, to be free from defects in materials and workmanship under normal single shift use for a period of

five (5) years from the date of shipment. Damage resulting from transportation - claimed or unclaimed, accident, alteration, tampering, misuse, negligence, or abuse,

voids this warranty. This warranty specifically excludes fabrics, leather, vinyl and any other covering materials.