

TERMS AND CONDITIONS OF SALES BY JAN SHOWERS COLLECTION

SUBJECT TO ACCEPTANCE

All sales are subject to acceptance by Jan Showers Collection ("JSC"). This Web site will only accept direct orders from Buyers who are outside of the marketing areas of the seven showrooms in the which JSC products are displayed in; David Sutherland Inc. (Chicago, Dallas, Houston), Michael Taylor Collections (Dania, Los Angeles, New York, San Francisco), and Ainsworth-Noah (Atlanta). Please call to determine if you are in one of the marketing areas and you will be provided with contact information to the applicable showroom.

ENTIRE AGREEMENT

Acceptances of sales is based on the express condition that Buyer agrees to all of the terms and conditions contained herein and also in the material and price lists provided to Buyer relation to JSC products. 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 JSC unless made in writing and signed and approved by an authorized representative of JSC. No modification of any of these terms will be affected by JSC'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.

PRICES AND TERMS

All prices are F.O.B. factory. A minimum deposit of fifty percent (50%) of the purchase price is required to initiate order fulfillment. Orders for in-stock products require payment in full to initiate order fulfillment. All accounts shall be paid upon receipt when invoiced. Orders must be paid in full, including shipping, handling, crating and packing, STORAGE, taxes and service charges prior to shipping. Checks are to be made out to Jan Showers Collection. Credit cards accepted are American Express, Mastercard, & Visa and are subject to a credit card fee over a certain dollar amount.

STORAGE FEES

All JSC items not paid for and picked up within 30 days of notification of completion will be charged a storage fee of \$10 per item per day, beginning at date of completion, first billable after 30 days.

CANCELLATION OF ORDERS

ALL Sales are final.

TAXES

All taxes of any nature whatsoever now or hereafter levied by governmental authority, whether federal, state or local, both directly or indirectly, upon the sale or transportation of any goods covered hereby shall be paid and borne by Buyer if a resale tax certificate is NOT provided. A Texas sales tax resale certificate form will be provided and must be filled out and returned to process any transaction of JSC.

FURNITURE

Quotes for custom sizes available upon request. Quotes for leather detailing, antique mirror, and other detailing or custom finishes available upon request. Custom quotes are good for 30 days. There will be a charge for shop drawings if drawings are necessary for custom orders and charge is to be determined depending on custom item. 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. JSC does not guarantee finishes against fading and oxidizing. Variations in color and veining are inherent in wood and considered to be part of the natural beauty. Furniture and lighting is handmade, and therefore is subject to slight variations.

Standard finishes:

Merisier, French Walnut, French Mahogany, and Espresso

Premium finishes:

Cerused Oak and Gray Cerused Oak - 5% upcharge

French Ivory, Ebony, Tete de Negre, Antique French Ivory, and Waxed Mahogany - 10% upcharge

Sycamore, Rosewood, and Parchment - 20% upcharge

Warm Silver Leaf and Gold Leaf - 25% upcharge

Macassar Ebony - upcharge varies by item

Venetian Finish only available on No. 116 Constance Chair.

Most finishes are available in satin and polished.

All requested finish samples are \$50. This is refundable when sample is returned to JSC.

Strike-offs for custom finishes are available for \$200. Custom finishes will also incur an upcharge.

UPHOLSTERY

All Buyers are to provide COM/COL fabric/leather.

All COM/COL shall be sent to the following address:

Jan Showers & Associates

Attn.: Jan Showers Collection

1308 Slocum St.

Dallas, TX 75207

Yardage and square feet listed for upholstery includes self-welt.

Welt yardage amount is required only when welt is a contrasting material.

Trim or cording yardage available upon request.

All Prices are in COM, 15% upcharge for use of COL.

Sofa upholstery is 8-way hand tied springs, down with foam core seat cushions, and 50/50 down back cushions. All loose cushions on chairs are down with foam core.

Estimated lead times: 12-14 weeks

LIGHTING

Venetian glass is hand-blown and specific colors may vary.

Hardware is visible behind minerals on lamps.

Lamps cannot be sold without shades.

All lamps have a 3 way socket: 50/100/150

TITLE / RISK OF LOSS

Merchandise must be carefully inspected at time of delivery. Any claims on damage must be reported immediately, but not later than within 10 days to the carrier. JSC accepts no responsibility for items delivered to the carrier in good condition. JSC accepts no responsibility of liability in cases where access conditions prevent the final delivery. All such conditions and limitations (entry door, dimensions, etc.) are the sole responsibility of the Buyer. The Buyer shall determine the method of shipment of the goods and shall select the carrier or shipper to be utilized for the shipment. JSC may provide to Buyer the names and contact information of potential carriers or shippers, but will not assume any responsibility by providing such information. From the time the Buyer's carrier or shipper picks up the goods from JSC, JSC is relieved of any responsibility or liability for loss of or damage to the goods. Delivery of goods to carrier or shipper by JSC shall be deemed delivery to Buyer, and thereupon title to such goods, and risk of loss or damage, shall be the responsibility of Buyer. The Buyer shall deal with the carrier or shipper regarding any loss or damage to the goods after the shipper picks up the goods from JSC. JSC will cooperate with Buyer and provide any information requested by Buyer in the dealings with the carrier or shipper.

WARRANTY AND DISCLAIMER

Except as specified herein, Manufacturer warrants that any goods sold hereunder will be free from defects in workmanship and materials for one (1) year. This warranty does not apply to damage or breakage resulting from misuse, accidents, abuse, neglect, mishandling or wear resulting from normal use. Defective products will be replaced within the normal production time period required to reorder and manufacture the same product.

SEVERABILITY

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