



## **TERMS AND CONDITIONS OF SALE**

**ACCEPTANCE** All orders and sales are subject to written approval and acceptance by an executive officer of Curb Allure LLC (the "Company") at 324 West 83<sup>rd</sup> Street, Suite 2R, New York, NY 10024], and are not binding on the Company until so approved.

**DELIVERY** All shipping and delivery dates are estimated only. No delays in delivery will subject the Company to any costs, damages or fees for late delivery. Delivery of the products herein specified shall be made F.O.B. point of shipment, unless otherwise stated. The Company shall not be liable for delay due to causes beyond its reasonable control, such as Acts of God, acts of the purchaser, acts of civil or military authorities, priorities, fires, strikes, floods, epidemics, war, riots, delays in transportation, car shortages, and inability, due to reasons beyond its reasonable control, to obtain necessary labor, material, or manufacturing facilities. In the event of such a delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

**SALES AND SIMILAR TAXES** The Company's prices do not include sales, use, excise, or similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future sales, use, excise, or other similar tax applicable to the sale of the product herein shall be paid by the Purchaser, or in lieu thereof the Purchaser shall provide the Company with a tax exemption certificate acceptable to the taxing authorities.

**PRICE ADJUSTMENT** Prices are subject to change until the Company has accepted the Purchaser's order.

**DESIGN CHANGES** The Company reserves the right to make changes in design, improvements and additions in and to its products any time without imposing any liability or obligations to itself to apply or install the same in any product manufactured by it.

**TITLE** The title and right of possession of the products sold herein shall remain with the Company and such products shall remain personal property until all payments herein (including deferred payments whether evidenced by notes or otherwise) shall have been made in full and the Purchaser agrees to do all acts necessary to perfect and maintain such right and title in the Company.

**TERMS OF PAYMENT** Each shipment or delivery shall constitute a separate sale, and the default of any shipment or delivery shall constitute a separate sale, and the default of any shipment or delivery shall not vitiate the contract as to other shipments or deliveries.

**GOVERNING LAW** The rights, obligations and remedies of Purchaser and the Company, the interpretation of these terms and conditions and the sale of products by the Company shall be governed by New York law, without regard to any principles of conflict of laws.

**ARBITRATION** Any dispute arising under or in connection with these terms and conditions or the sale of products shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. One neutral arbitrator who shall have no affiliation with either Purchaser or the Company and shall be selected by the American Arbitration Association office in New York, NY shall resolve the dispute. The arbitration proceedings shall be held in New York, NY

**APPLICABLE DOCUMENTS** The agreement between the Company and the Purchaser relating to the products includes these terms and conditions of sale, any applicable installation and maintenance instructions provided by the Company and any terms appearing on the Company's quotation, sales order acknowledgment and invoice.

**WARNING** The Company's products are designed and manufactured to provide reliable performance but they are not guaranteed to be 100% free of defects. Even reliable products will experience occasional failures and this possibility should be recognized by the Purchaser and all End Users. **DISCLAIMER** The Company has made a diligent effort to illustrate and describe the products accurately in all Company literature; however such illustrations and descriptions are for the sole purpose of identification and do not express or imply any warranty.



## **LIMITED WARRANTY**

**WARRANTY AND DISCLAIMER** Curb Allure LLC (the "Company") extends this limited warranty to the original purchaser and warrants that products supplied by the Company, shall be free from original defects in workmanship and materials for 10 days from date of shipment. This warranty shall not apply to products which have been altered or repaired without the Company's express authorization, or altered or repaired in any way so as, in the Company's judgment, to affect its performance or reliability, nor which have been improperly installed or subjected to misuse, negligence, or accident, or incorrectly used. Any noticeable defects should be reported prior to assembly and any damage that occurs after an initial inspection shall not be the responsibility of the Company. The Purchaser assumes all risks and liability for results of use of all products. These products are for decorative purposes only and are not intended for structural use. The Company assumes no responsibility for damage or injury from or caused by or to the product resulting from anyone or anything, except if the injury or damage is caused directly by the Company. Caution and care must be taken during the unpacking and assembly of the Company's products. Some products contain small parts that may cause choking in children under the age of three. These products and their parts are not suitable for children, and young children should not be left unattended near the products during the products' assembly. The Company takes no responsibility for the improper installation of the products whether or not installed by the Company's installation service. In the event that the Company's installer installs the product, then any and all questions or claims regarding installation should be directed to the installer. Please contact the Company for contact information in your area.

**LIMITATION OF REMEDY AND DAMAGES** All claims under this warranty must be made in writing and e-mailed to [info@curballure.com](mailto:info@curballure.com) within 3 days after discovery of the defect and prior to the expiration of 10 days from the date of shipment by the Company of the product claimed defective, and Purchaser shall be barred from any remedy if Purchaser fails to make such claim within such period.

The Company is not responsible for upkeep of the product. Nor is the company responsible for repairs to its products that do not suffer from original defects within the time period stated above. Unless otherwise addressed elsewhere, the Company is not responsible for upkeep and repair of its products. Once installed, the Company is not responsible for the cost of removal of a defective product or part, damages due to removal, or any expenses incurred in shipping the product or part to or from the Company's plant, or the installation of the repaired or replaced product or part. The warranties set forth above do not apply to any components, accessories, parts or attachments manufactured by other manufacturers; such being subject to the manufacturer's warranty, if any. To the extent not prohibited by the manufacturer's warranty, the Company shall pass through to Purchaser such manufacturer's warranty. THE COMPANY'S WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND WAIVED. THIS WARRANTY CONSTITUTES THE COMPANY'S SOLE AND EXCLUSIVE WARRANTY FOR DEFECTIVE GOODS AND PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE PRODUCTS. No employee, agent, dealer, or other person is authorized to give any warranties on behalf of the Company or to assume for the Company any other liability in connection with any of its products except in writing and signed by an officer of the Company.

**REPLACEMENT PARTS** If replacement parts are ordered, purchaser warrants that the original components in which these replacement parts will be placed are in satisfactory working condition, and when said replacement parts are installed, the resultant installation will operate in a safe manner. There can be no assurance that that Company will have replacement parts readily available.

**TECHNICAL ADVICE AND RECOMMENDATIONS, DISCLAIMER** Notwithstanding any past practice or dealings or any custom of the trade, sales shall not include the furnishing of technical advice or assistance.

Any such assistance shall be at the Company's sole option and may be subject to additional charge. The Company assumes no obligation or liability on account of any recommendations, opinions or advice as to the choice, installation or use of products. Any such recommendations, opinions or advice are given and shall be accepted at Purchaser's and End User's risk and shall not constitute any warranty or guarantee of such products or their performance.

**LIMITATION OF LIABILITY** The cumulative liability of the Company to the Purchaser and any other persons for all claims in any way relating to or arising out of the products, including, but not limited to, any cause of action sounding in contract, tort, or strict liability, shall not exceed the total amount of the purchase price paid for those products which are the subject of any such claim. This limitation of liability is intended to apply without regard to whether other provisions of this agreement have been breached or have proven ineffective even if the Company has been advised of the possibility of such claims or demands. In no event shall the Company be liable to the Purchaser or any other person for any loss of profits or any incidental, special, exemplary, or consequential damages for any claims or demands brought by the Purchaser or such other persons.

**INDEMNITY** The Company's maximum liability to Purchaser and to any end user is as set forth above. The Company makes no warranty to anyone for any products not manufactured by the Company and shall have no liability for any use or installation of any products (whether manufactured by the Company or other manufacturers) not specifically authorized by this sale. Purchaser acknowledges various warnings by the Company regarding the products and its installation and use. If the Company incurs any claims, lawsuits, settlements, or expenses (including attorney fees) for any loss, injury, death or property damage including, but not limited to, claims arising out of the Purchaser's or any end user's installation or use of the products, the Purchaser shall indemnify and hold the Company harmless.