



MCONTRAST

MIAMI
549 NW 28th Street
Miami FL 33127

NEW YORK
321 W 44th Street #200
New York NY 10036

TERMS & CONDITIONS

The MCONTRAST, LLC. Terms and Conditions “Buyer’s” Acceptance:

Upon signing the Proposal, the “Buyer” is deemed to have accepted the terms of the Order and Terms & Conditions of the Sale herein. The “Buyer” agrees that the Order cannot be cancelled.

PAYMENT TERMS

The “Buyer” is required to make payment to MCONTRAST as follows: 50% non-refundable deposit at the time of order, 50% prior to delivery. All overdue accounts shall be charged interest at the rate of 2% per month. This Agreement cannot be amended or modified except in writing signed by MCONTRAST acknowledging that the writing is a modification.

PRICES AND SPECIFICATIONS

Prices and specifications are subject to change without notice. If applicable, sales tax will be based on the ship-to destination. MCONTRAST reserves the right to make changes in dimensions, construction, pricing or product literature without prior notice.

ORDER ENTRY

All orders accepted by MCONTRAST are considered firm and binding and are not subject to cancellation.

CHANGES / CANCELLATION

All orders in production are considered firm orders and are not subject to changes or cancellation. The 50% deposit is absolutely nonrefundable for all orders.

FINAL EXPRESSION

This writing constitutes the complete and entire understanding between the parties and supersedes all prior negotiations, representations and understandings.

TITLE

Title to the goods shall be retained by MCONTRAST until payment is made in full. Risk of loss and responsibility for

damages shall pass to the “Buyer” upon delivery.

MCONTRAST shall not be responsible for any loss, or damages, or claims, due to delay in furnishing or installing any of the merchandise purchased hereunder resulting from fire, labor disputes, embargoes of any nature, government intervention or require- ment of any nature, civil, or military authorization, or any acts of God.

LATE PAYMENT

All overdue accounts shall be charged interest at the rate of 2% per month.

COLLECTION

In the event of the “Buyer’s” failure to make timely payment, the “Buyer” shall be responsible for MCONTRAST’s attorney’s fees and costs incurred in collecting payments whether or not a lawsuit or demand for arbitration is filed.

SHIPPING

MCONTRAST will ship in accordance with “Buyer” instructions. When selecting a carrier, MCONTRAST will make our best effort to meet requested delivery dates. Transportation, lead-times and delays including equipment problems, weather, general traffic, traffic accidents, “Buyer” warehouse space, labor disputes, “Buyer” changes etc., that occur on a carrier will not be the responsibility of MCONTRAST.

Furthermore, MCONTRAST will not be responsible for additional costs incurred due to aforementioned delays. “Buyer” orders in production will be shipped as scheduled and will not be held. MCONTRAST reserves the right to make partial shipments on any order, unless notified otherwise by the “Buyer”. High quality cartooning is standard at no extra charge.

FREIGHT DAMAGE AND CLAIMS

All furniture is given to the carrier and signed for in good condition. It is the responsibility of the receiver to inspect all cartons for damage and carton quantity and note the condition in which they are received. MCONTRAST liability ceases at this time. Do not refuse merchandise damaged in transit. Instead, enter a claim with MCONTRAST. Record damages and/or shortages on the bill of lading and freight bill. Do not accept

the shipment until all shortages are noted on both the bill of lading and the freight bill. Sign only for the items you receive. If you give the delivering carrier a clear receipt for a shipment, MCONTRAST is relieved of further responsibility.

Concealed damage must be reported within ten (10) calendar days from the date of delivery. Without this inspection MCONTRAST will not entertain a claim for loss or damage. If concealed damage is found: Notify MCONTRAST at once and request an inspection. All shipping cartons and inner packing must be retained for inspection by a MCONTRAST representative. Do not move the damaged merchandise from the receiving location. It must also be retained for the inspection

In the event that damage claims are made outside of the ten (10) calendar days from the date of delivery replacements for product damaged in shipment or storage will be manufactured upon receipt of a purchase order and payment by “Buyer”.

STORAGE

If goods cannot be accepted when ready, we may transfer them to storage (which is to be deemed as delivery for invoice purposes). The “Buyer” accepts risks and will be charged at prevailing rates.

RETURNS

No merchandise may be returned to MCONTRAST. Liability for defective merchandise shall be limited to the replacement or repair of that merchandise, and MCONTRAST shall not be liable for other damages or losses.

MEASUREMENTS AND WEIGHTS

All measurements and weights are approximate and subject to change without notice.

CUSTOM DESIGN

MCONTRAST may alter products to meet specific needs. Custom designs require additional lead time, and upcharges. Orders combining custom design with standard product cannot be scheduled for production until custom items are



approved. Custom design orders are not subject to revision or cancellation after acknowledgment.

CUSTOM FINISH COLOR

Custom finish matching is available for special requirements. MCONTRAST must be provided with a suitable 8" x 8" or larger finish sample. However, custom finishes can be developed to meet specific needs. There will be a \$300 net upcharge per order for new custom finishes (waived on projects of \$100,000 net price or more). Custom finish upcharge for repeat or additional orders will be \$150 per order, even when the upcharge was waived on the original project. Custom finish matches are valid for 12 months from sample date. After this time period, custom finishes must be re-matched and reapproved for use.

WOOD FINISHES

Wood is a naturally variable raw material; its variances are not within the furniture manufacturer's control and are therefore not considered defects under this warranty.

Wood is a natural product and minor variations in wood color, grain and texture may be visible even though the pieces are finished at the same time. Also, light finishes when exposed to ultraviolet rays may darken and change color. These are not defects in finish, and merchandise cannot be replaced because of these natural variations. Light finishes do not hide or mask the natural characteristics of the wood. Therefore, inherent natural characteristics of the wood will vary from piece to piece when using a light finish.

MCONTRAST tables are available in finishes that are compatible with casegoods. However, finishes on tables may vary slightly from those on casegoods due to the natural characteristics of the wood. No absolute match is implied or guaranteed.

CARE AND CLEANING

Finished wood surfaces should be cleaned with a soft damp cloth, wiping in the direction of the grain. Furniture should be buffed dry immediately with a soft cloth.

GLIDES

MCONTRAST utilizes different types of glides in our seating and occasional tables construction, i.e.; non-marring, non-

skid glides, adjustable glides, plastic glides, etc. The type of glide used in a product depends on the products design and typical application. Due to varying flooring materials and our inability to test on all flooring types, MCONTRAST assumes no responsibility for floors damaged by glides. For questions regarding glides, or to request specific glides contact MCONTRAST Customer Service.

FABRIC PUDDLING

The content of certain fabrics makes these fabrics susceptible to puddling and wrinkling over which MCONTRAST has no control. Slight changes in weather and humidity can affect these fabrics.

MCONTRAST will not assume responsibility when this happens.

FABRIC COLOR MATCHING

MCONTRAST does not guarantee and will not assume responsibility for the fastness of colors or wearing qualities of any material. Because of industry dye lot variations, colors may not match exactly. Any adjustments made will depend upon the fabric manufacturers willingness to stand behind their product.

PRODUCT WARRANTY

There are no express or implied warranties, conditions and obligations of MCONTRAST, whether statutory or otherwise, that extend beyond what is stated herein. Our products are made to the highest standard and are warranted free from defects of material and workmanship for three years from the date of delivery.

During the warranty period, MCONTRAST will repair or replace, at its discretion and without charge to the original purchaser, any product or part thereof which fails as the result of defects in material and workmanship, under single shift use and normal care, for three (3) years from date of delivery, with the following exceptions: guest and stacking chairs which will be warranted for three (3) years; drawer glides, drawer boxes, drawer pulls, and lock mechanisms have a LifeTime Warranty for original purchaser; power and communication components are warranted for one (1) year; height adjustable mechanisms and bases are warranted for two (2) years. Repair or replacement of discontinued product will be at the discretion of MCONTRAST.

Natural color changes, variations or movements in lumber, veneer products and stone, exposure to extreme temperature changes and direct sunlight may cause color changes and/or surface damage. These are circumstances beyond the control of MCONTRAST and are not warranty issues.

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This warranty is the "Buyer's" exclusive remedy for product defect and does not apply to damage caused by dealer, installer, user modification, or attachments to a product.

MCONTRAST makes no express or implied warranties as to any product, and in particular, makes no warranty of merchantability and/or of fitness for any particular purpose. MCONTRAST shall not be liable for any direct, indirect, incidental or consequential loss or damage or for commercial loss suffered by the "Buyer" by reason of any defect in workmanship or manufacturing of the product or inability to use the product arising from any product defect.

MCONTRAST shall not be liable for defects wholly attributable to the normal manufacturing process. Replacement or repair of the products shall be the sole remedy of the "Buyer", and MCONTRAST shall not be liable.

This warranty gives specific legal rights. Other rights vary from state to state. Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply.

All complaints must be resolved through the original purchaser. To obtain warranty service, the purchaser must supply dated proof of purchase. MCONTRAST reserves the right to make changes without prior notice in dimensions, design and/or construction, pricing or product literature. Warranty Limitations and Exclusions for Textiles Moreover, this warranty does not cover accidental damage, abuse, alteration, ordinary wear and tear of goods, negligence and misuse nor variations over which we have no control such as heat or humidity or damage to which the goods are connected that is not attributable to the failure of the goods themselves.

This warranty is null and void when the product is installed with hardware other than that supplied and/or when installed differently than recommended in the installation guide. Modification to the produce or hardware may result in failure of the product and cause damage and/or injury.

CHOICE OF LAW

This Agreement, any sales thereunder, any Arbitration proceedings shall be governed and interpreted in accordance with the laws of the State of New York, without regard to conflicts of laws rules.



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ARBITRATION

In the event a dispute arises between you and MCONTRAST arising out of this Limited Furniture Warranty, such dispute will be determined and settled by binding arbitration between the parties, in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). More information about the AAA is located at www.adr.org, or you can call the AAA at 1-800-778-7879.

Arbitration will be a Desk/Documents-Only Arbitration with one arbitrator.

The arbitration will not be combined with any other proceeding or arbitration against one of the parties. All arbitration proceedings will be closed to the public and confidential and all related records will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The decision and the arbitrator award will be in writing and will include a statement setting forth the reasons for the disposition of any claim.

A dissenting decision will also be set forth in writing. The arbitrators' award will be final and binding on the parties, and judgment thereon may be entered in any court of competent jurisdiction.

GOVERNING LAW

This limited Furniture Warranty will be governed by the laws of the State of New York and the State of Florida.

VENUE

For any claim of \$5,000 or less (exclusive of interest, attorney's fees, and costs) arising out of or relating to this Agreement, venue shall be exclusively in New York City Small Claims Court or Miami Dade County Small Claims Court.