

MODERN LINE FURNITURE, INC.

TERMS AND CONDITIONS

Modern Line Furniture, Inc. (“MLF”) offers a variety of ways to place orders. You can submit your order on our website www.ModernLineFurniture.com, over the phone or in person by visiting our showroom. Regardless of how the order is made, this agreement is required and will govern the terms and conditions of your purchase. As a condition of your purchase you agree to all terms of this Agreement.

SALES TAX

All New Jersey sales are subject to New Jersey’s sales tax of 6.625%. All taxes, including sales and use taxes, on out of state transactions are the sole responsibility of the customer. Customer shall hold harmless and indemnify MLF for all such tax liability imposed by states outside New Jersey. MLF is not responsible for calculating nor charging you 'use tax' on your furniture order. It is your responsibility to comply with your state's 'use tax' law, if one exists. You may view more information on the 'use tax' here <http://www.salesandusetax.com> or by contacting your local state tax department.

FURNITURE RELEASE

Full and final payment, including sufficient time for personal checks to clear, is required prior to release of furniture for delivery or pickup. Full payment is required for in-stock and temporarily out of stock items before the items will be shipped. Errors made by MLF in providing information to Customer, including without limitation to product pricing information, whether before acceptance of a deposit or after, MLF reserves the right to remedy the error by contacting the Customer promptly after discovery of the error, and providing the corrected information. Thereafter Customer shall have 24 hours to contact MLF to rescind the order and receive a complete refund for such order. If no rescission is communicated to MLF within such 24 hour period, the order shall proceed based on the corrected information.

PREPARING YOUR PLACE OF BUSINESS FOR TRAILER – DROP OFF ONLY- DELIVERY

Customer assumes full responsibility and agrees to provide manpower to physically unload loose pieces off the trailer’s bed and assemble / install all of the merchandise. Customer's failure to prepare the intended location for delivery, as determined in the sole and exclusive discretion of MLF and its delivery staff, may prevent delivery from occurring and therefore result in re-delivery charges.

FURNITURE DIMENSIONS

Furniture sizes and dimensions are issued by MLF. They are provided as a service to Customer, and are approximations which should be verified independently by Customer. The measurements provided by MLF are either case width or outer most corners of the pieces. Customer assumes all risk regarding determinations of furniture size and fit. MLF disclaims all representations provided and shall not be liable for any errors in information provided. In no event shall a mistake in size or fit of furniture result in invalidation of an order or refund. All returns will be handled per MLF’s Return Policy as set forth herein.

FURNITURE DEPOSITS

All custom orders require a 50% non-refundable deposit before the building process starts, and full payment at the time of pick-up or prior to delivery. No changes will be accepted once production begins on ordered merchandise.

ESTIMATED TIME TO BUILD CUSTOM FURNITURE

Estimates are provided to Customer as a convenience based on MLF's past experience in the manufacture of similar products. No representation or guarantee is made that the product will in fact be available or delivered on any specific date.

CUSTOM FURNITURE APPROVAL

MLF provides samples to customers to evaluate and approve the materials before the items go into production. This is to assure the product and materials meet the customer's requirement and are being ordered based on approved evaluation of the samples we provide prior to ordering.

If the MLF product is ordered after samples have been provided, the customer assumes full responsibility to use the approved materials they order.

Our production team will begin construction upon approval and receipt of payment. Please review the invoice and attached drawings (if applicable) carefully for errors and/or omissions. Approving the purchase order constitutes acceptance and full responsibility for any errors, omissions and legal compliance in this document and the purchase order.

FURNITURE CHANGES

Any change to a custom order must be made within two (2) calendar days after ordering. Changes made to an order (excluding the purchase of additional products) after two (2) calendar days will be subject to a Change Order Fee of \$100, in addition to the cost of the item or option changed and cost of items already produced. No offset or credit will be provided for prior options that are cancelled. MLF shall not be liable for changes requested by the customer.

FINISHES

Due to the inherently unique qualities of leather, vinyl, fabric, and other materials used, variations such as grain color, grain pattern and unique markings must be expected. These variations can be present on each piece of furniture and are not considered defects. Leather, vinyl and fabrics may vary slightly in hue due to slight variations from the manufacturer. Our samples serve as a guide only and should not be taken as representing the exact traits or hue as your finished piece of furniture. Color representations on computer terminals and screens can be different based on settings and various display technologies. Customer agrees that they cannot dispute the finish, color, texture or any other physical attribute after taking delivery of a product. Customer further agrees that MLF is not responsible for any discrepancies or variations in design.

CLEARANCE / FLOOR MODELS

All "clearance" or "floor models" are final sales and sold "AS IS" with no warranty. No returns, exchanges, or refunds will be issued.

DEFECTIVE ITEMS

Upon receiving an order, Customer shall promptly check for shipping damage or other defects. If damage occurred to the shipping and packaging boxes, etc., Customer must note the damage on the freight bill before signing the freight bill. If damage has occurred to the furniture during shipment, Customer may refuse the shipment and immediately notify MLF staff. Notification to MLF of hidden damage or problems shall be provided within three (3) business days of receipt. If damage is verified, MLF will repair, replace, or send new parts at our expense, in our sole and exclusive discretion. For shipping handled other than through MLF by a Third Party Shipper ("TPS"), the TPS shall be solely responsible for any occurring in transit, according to the policies of the TPS. MLF shall have no liability or responsibility for damage occurring through the acts or omissions of a TPS.

LIMITED WARRANTY

At Customer's request and in the sole and exclusive discretion of MLF for appropriate cases, MLF will provide assistance to Customer in facilitating valid claims as provided in the limited warranty. MLF will not be responsible for any costs, including but not limited to shipping costs, incurred by Customer in the processing of claims under the limited warranty. Questions regarding the limited warranty should be directed to MLF staff with a copy of Customer's original invoice, and include the applicable model number of the product.

SHIPPING / DELIVERY / PICKUP

MLF offers several shipping methods for our customers depending on the delivery zip code and the quantity and or type of furniture. Not all options are available for all orders.

It is the customer's responsibility to measure to be sure that the items purchased will fit through all doorways, halls, stairwells, elevators or any other passageways.

A delivery charge will be assessed for each time that a delivery is made to a single address. All furniture deliveries require a signature at the time of delivery.

Customer must be present at place of business during the scheduled delivery time in order to avoid a re-delivery charge.

General Shipping information: Orders usually ship from our warehouse within 3-4 business days. Transit time to most destinations in the United States is typically 2-8 business days. If you have furniture shipped to an address other than your billing address (address where you receive your credit card statements), the shipping address must be on file with your credit card company. Before we ship such orders, we will contact you and your bank by phone to confirm your information. Making sure that your shipping address is on file with your credit card company will significantly expedite your delivery.

Pickup: Once an order has been completed and Customer has received confirmation of its availability, pick up of furniture must occur within 14 days. Once picked up inspect the furniture thoroughly. MLF is not responsible for any damage that occurs once furniture has been picked up. Special arrangements must be made if pickup cannot be completed by the 14th day. Storage fees may apply. Storage fees are payable in advance at the rate of 1.5% of the invoice total per month after day 15. Customer agrees to pay any unpaid storage fees at the time the furniture is picked up. If more than six months of storage fees are unpaid, the furniture will be available for sale to the general public and Customer agrees to pay applicable re-stocking fees.

Curbside Delivery: After the furniture is thoroughly packed, it is shipped via one of our preferred less-than-truckload (LTL) common carrier. Once the shipment arrives to the destination terminal, the carrier will call Customer to schedule delivery. The LTL common carrier will use a 28' or 48' tractor trailer vehicle to make delivery. Typically, the delivery will be made with one driver and the trailer may or may not have a liftgate, depending on if this service was requested. The customer must have someone on hand at delivery to provide assistance to the driver during unloading. Additional people may be required depending on the size of the order being delivered. Customer agrees to provide adequate assistance to the delivery driver during unloading at the curb of Customer's place of business. It is Customer's responsibility to un-package the furniture items and move the items into the place of business.

Trailer Delivery: After the furniture is thoroughly packed, it is shipped via trailer to your destination. Customer must have someone on hand at delivery to unload the trailer. Customer assumes full responsibility and agrees to provide adequate manpower to physically unload loose pieces off the trailer's bed and move / assemble / install all of the merchandise.

Tracking LTL shipped orders: Once the order is shipped Customer will be emailed the tracking information. Customer will be able to track the status of their order online. Additionally, the trailer-broker will typically call Customer one day prior to the delivery to schedule an appointment.

Shipping Methods for Backordered Items: If items are temporarily out-of-stock, MLF will contact customer as soon as possible by phone or email. Customer will have the choice to keep the order as placed, adjust it to exclude the backordered item or cancel the order. The total shipping and handling charges will be appropriately adjusted and charged as the merchandise is shipped. Combining in stock and out of stock items will cause a delay in shipping of Customers order until all items arrived.

Inspecting for Damage upon Delivery: After unloading and before the driver leaves, the customer must inspect the furniture for damage. Because MLF takes so much care in packing and shipping Customers purchase, merchandise is rarely damaged in transit, but it can happen despite all precautions. Customer should inspect purchase carefully. Any damage to the outside of the packaging or to the product itself must be recorded on the Bill of Lading prior to signing for the delivery. If there are any tears, indentations or holes on the exterior of the package, but no damage is found, the Customer should still note that the packaging contained holes and/or tears. Customer should call MLF immediately for assistance in processing any damaged items.

CANCEL ORDER

Customer may cancel their order at any time so long as the order is in the processing stage. The processing stage involves order verification and confirmation. Once your order is finished processing, the production stage begins. Once material was ordered and production began, customer may still be able to cancel the order minus the 50% non-refundable deposit. In the shipping stage the order is loaded on the freight truck, at this point the order leaves MLF's possession. MLF can still call-back the shipment from the freight company; however, at this point MLF can only refund the order minus the shipping fee. Once MLF loads your order on the freight truck MLF forfeits the freight charges paid. If Customer needs to cancel their order due to an emergency, please contact MLF's customer service department. MLF will try to resolve all issues to arrive with the best solution to the situation.

GUARANTEE

MLF takes great care to insure that every piece of furniture that we sell meets the highest standards of quality and craftsmanship. We stand behind the quality of everything we sell and your satisfaction with our products is of the utmost importance to us. If for any other reason you are not satisfied with your purchase, please contact us within 14 days of delivery. We will make every effort to insure that you are happy with your purchase.

Our guarantee does not cover:

Variations in the color or graining of wood, lacquer, vinyl, fabric or other materials, including dye lots or natural markings inherent in the finish of any material.

Damage including scratches, chips, rips, tears and glass or mirror breakage due to normal use, misuse, abuse or accidents; damage or discoloration caused by sunlight; denim dye stains; wear, shading or shrinking of any fabric due to improper cleaning; damage due to moving the furniture from the original delivery location or address.

This guarantee applies to the original purchaser only. MLF's liability under this guarantee is limited to repair or replacement of the defective product at its discretion. This guarantee applies under conditions of normal use and does not apply to defects resulting from misuse, accidents or negligence.

RETURNS

Quick Ship items: Any quick ship non-custom items may be returned, with prior notification to our warehouse, within fourteen (14) days of receipt, less original shipping and handling costs, and a 35% restocking fee. Return freight is the responsibility of the customer. Upon receiving returned merchandise MLF will inspect the item(s) for damage, and if in acceptable condition, will issue the appropriate refund. Returns will not be accepted for furniture that has been damaged, mishandled, abused or neglected, as determined in the sole and exclusive discretion of MLF.

It is the Customers responsibility to retain all packaging materials. In the event that Customer discards the original packaging materials, Customer will be responsible for obtaining new packaging material.

Custom items: Custom items are not returnable. All sales are final.

NON-REFUNDABLE ITEMS

Non-refundable items include, but are not limited to, custom made-to-order items, mattresses, pillows, clearance items and floor models. No refunds will be issued for any shipping charges or handling fees. Merchandise that has been damaged in the return transit are nonrefundable by MLF, but may be refundable by the shipping carrier if the items are insured and a written claim has been made by Customer to the shipping carrier immediately. MLF recommends that Customers purchase insurance for any return shipments. MLF will not issue a refund or replacement if any given product is returned damaged from the carrier. In such a case, Customer must file a claim with the shipping carrier and advise MLF what to do with the damaged items. MLF will hold the items for (30) days, after which the product will be destroyed.

INTELLECTUAL PROPERTY

All content, material, artwork, graphics, logos, photographs and text are the sole and exclusive property of MLF. No content or material from may be copied, transmitted, reproduced or otherwise modified without the express written consent of MLF.

PRIVACY POLICY

Please read our Privacy Policy for the details of how we treat the information we collect from you and what steps we take for your protection.

INDEMNIFICATION

Customer agrees to indemnify and hold harmless MLF, its subsidiaries, affiliates, officers, directors, agents, employees, or other partners, and suppliers, from any claim, demand, action or damage, including reasonable attorney's fees, made or incurred by any third party arising out of or related to your use of the Site, any Content you transmit via the Site, or your violation of the Terms.

REPRESENTATIONS

Customer represent and warrant that: (1) Customer is over the age of 18 and can form a legally binding contract under applicable law; (2) Customer has provided and will continue to provide only true, accurate, current and complete information about yourself when filling out your purchase order; (3) Customer has sufficient authority, if you are purchasing on behalf of a company, to bind that company to the Terms.

LIMITATION OF LIABILITY

In no event will MLF or MLF'S suppliers be liable for special, incidental, consequential or exemplary damages arising out of this agreement or out of the use of the site or for services provided by MLF, including, without limitation, damages or costs relating to the loss of profits, business, goodwill, data, computer programs, loss of information or programs or other data on your information handling system that arise out of or otherwise are related to the use of, or the inability to

use, the content or the site or any linked website, the statements of any third party on the site, or unauthorized access to the site, your transmissions, your account or your password, even if MLF is advised of the possibility of such damages, or for any similar claim against you by another party. The above exclusion of incidental and consequential damages may not be enforceable under some applicable laws, so such exclusion may not apply to you. In no case shall MLF's liability for money damages exceed the MLF invoice amount paid by you or anyone else for the product.

Force Majeure: MLF will not be liable for any failure or delay in performance which might be due, in whole or in part, directly or indirectly, to any contingency, delay, failure, or cause of, any nature beyond its reasonable control. Such causes include, without in any way limiting the generality of the foregoing, fire, explosion, earthquake, storm, flood or other weather, unavailability of necessary utilities or raw materials, strike, lockout, unavailability of components, activities of a combination of workmen or other labor difficulties, war, insurrection, riot, act of God or the public enemy, law, act, order, export control regulation, proclamation, decree, regulation, ordinance, or instructions of any Government or other public authorities, or judgment or decree of a court of competent jurisdiction.

WEBSITE DISCLAIMER

Although MLF's goal is to provide accurate information and photos on our website (www.ModernLineFurniture.com), it may nonetheless occasionally contain inaccuracies or errors. MLF does not warrant the accuracy or completeness of materials or any opinion, advice or statement on the site. Customer agrees that visiting, ordering or using the site is at Customer's sole risk. MLF does not warrant that the site, its services, or e-mails which are sent to or from it are free of viruses or other harmful components. MLF will not be held liable for any damages of any kind arising from the use of the site. To the extent permissible by law, MLF disclaims all warranties, express and implied, including, but not limited to, implied warranties of merchantability and implied warranties of fitness for a particular purpose. MLF is not liable for any damages, including consequential, indirect, and exemplary or punitive damages arising out of Customer's use of the site or purchase of products through the site.