

### 1. ACCEPTANCE AND AGREEMENT

All orders subject to acceptance by “Demiurge New York” at its designated location for acceptance of orders. Acceptance of orders is based on the express condition that Buyer agrees to all of the terms and conditions herein. Acceptance of delivery by Buyer will constitute Buyer’s assent to these terms and conditions. These terms and conditions present the complete agreement of the parties, and no terms or condition in any way adding to, modifying or otherwise changing the provisions stated herein shall be binding upon Demiurge New York unless made in writing and signed and approved by an officer of the company.

### 2. PRICES AND TERMS

All sales and orders are final. A non refundable deposit of fifty percent (50%) of the purchase price is required to begin production on your order. Orders for in stock products require payment in full to initiate order fulfillment. All accounts shall be paid net on invoice. A service charge of the lesser of 1 1/2% per month or the maximum permissible rate will be added to all accounts not paid within sixty (60) days from the date of invoice for final balance due. Orders must be paid in full, including, applicable storage, taxes and service charges prior to shipping. Prices do not include shipping, crating, packaging or installation. Projects where the Buyer delays up to sixty (60) days will be considered abandoned and any and all payments are nonrefundable. Orders cannot be changed during production time unless authorized by the Seller. Seller at its sole discretion can offer in part or in whole a refund in cash or credit by providing Buyer prior written notice. Seller is not required to send hard copies of invoices or receipts.

### 3. CANCELLATION OF ORDERS

All goods are custom made to order specification. Buyer agrees that an order shall in no event be subject to cancellation or changes and shall be non-refundable, except by prior written consent of the Seller. This order may be cancelled or delayed by the Seller in whole or in part without any liability if due to any cause beyond the control of the Seller. Refunds will be subject to Seller’s discretion and conditions of cancellation.

### 4. FORCE MAJEURE

All quoted completion and delivery dates are estimates only. Manufacturer shall not be liable for delays in completion or shipment or default in delivery for any reason of force majeure or for any cause beyond Manufacturer’s reasonable control including, but not limited to, (a) government action, war, riots, civil commotion, embargoes or martial laws, (b) Manufacturer’s inability to obtain necessary materials from its usual sources of supply, (c) shortage of labor, raw material, production or transportation facilities or other delays in transit, (d) labor difficulty involving employees of Manufacturer or others, (e) fire, flood or other casualty, or (f) other contingencies of manufacture or shipment. In the event of any delay in Manufacturer’s performance due in whole or in part to any cause beyond Manufacturer’s reasonable control, Manufacturer shall have such additional time for performance as may be reasonably necessary under the circumstances. Acceptance by Buyer of any goods shall constitute a waiver by Buyer of any claim for damages on account of any delay in delivery of such goods.

### 5. TAXES

All taxes and excises of any nature whatsoever now or hereafter levied by governmental authority, whether federal, state or local, either directly or indirectly, upon the sale or transportation of any goods covered hereby shall be paid and borne by Buyer. In order to avoid sales tax charges on invoice, you must complete and submit a certificate of resale form for the state(s) in which you do business & submit a copy of your certificate of registration.

### 6. SHIPMENT, RISK OF LOSS AND STORAGE FEES

Buyer agrees to assume all risk of loss or damage to the goods from the time it is made available for pick up by the Buyer, then ready for shipment, after which time it shall be subject to a storage charge. In the event that the material is destroyed, in whole or in part, prior to the time that the risk of loss passes to the Buyer, this agreement shall be voided and the Seller shall be excused from all obligations hereunder. If the loss is partial, the Buyer shall have no right to reject that portion of the material which conforms hereto. Notwithstanding any herein to the contrary, title of all material shall remain with the Seller until the full price has been paid by the Buyer. Storage and collection fees will be charged for merchandise not picked up within thirty (30) days from the date of invoice for final balance due.

## 7. BUYER'S DEFAULT

If Buyer refuses to accept any shipment when properly tendered or fails to make any payment provided in this or any other contract with Seller, or if Buyer becomes insolvent, the total amount payable under this/or any other contract with Seller shall become immediately due and payable and Seller shall, in addition, have the right to withhold any further shipments to Buyer until such full payment has been made and/or treat this and all other contracts made with Buyer as breached and exercise such other rights as applicable laws permit.

## 8. ATTORNEY'S FEES

In the event that Seller is compelled to resort to a collection agency or similar organization or to the services of a lawyer, either to collect the amount in the arrears or enforce any rights it may have hereunder, buyer agrees to pay Seller, in addition to the above mentioned charge on overdue sums, the cost of collection, attorney's fees and other expenses incurred in connection therewith by the Seller.

## 9. RIGHT OF INSPECTION

Buyer shall have the right, and be given the opportunity to inspect the material prior to shipment at Seller's factory, during business hours, in such a manner as will not interfere with Seller's operations. Buyer's approval shall not be subject to the approval of Buyer's customers. If Buyer receives or takes possession of the material without inspecting it, this shall constitute a waiver of Buyer's right to inspect, and Buyer shall be deemed to have accepted the material, and shall have no right to revoke such acceptance. Any costs incurred in the inspection of material or as a result of failure to inspect materials shall be borne by Buyer.

## 10. WARRANTY AND DISCLAIMER

DNY offers a manufacturer's limited warranty against defects on all Atelier Demiurge Collection pieces for ten years. Should the furniture fail structurally because of workmanship or material, we will repair or replace it at our discretion. Atelier Demiurge Edition pieces are warranted for a three year period.

The warranty does not apply to customer damage, alteration or accident. Seasonal wood movement is to be expected and is not considered a warranty issue. This warranty does not apply to fabric or leather supplied by DNY or by the customer.

With proper care as described in the DNY Care For Instructions, you can be assured that your DNY furniture is destined to become an heirloom piece.

## 11. ASSIGNMENT

Buyer shall not delegate any duties, nor assign any rights or claims hereunder, without prior written consent of Seller and any such attempted delegation or assignment shall be void. All claims for monies due or to become due from Seller shall be subject to deduction by Seller for any set off or counterclaim arising out of this or any other transaction with Buyer, whether such set off or counterclaim arises before or after any such assignment by Buyer.

## 12. ARBITRATION / SUBMISSION TO JURISDICTION / GOVERNING LAW

Buyer agrees that, any dispute of any kind, nature or description, between the parties hereto with respect to, relating to or arising out of the provisions of this agreement, shall at Seller's election, which election may be made at any time prior to the commencement of a judicial proceeding by Seller, or in the event instituted by Buyer, at any time prior to the last day to answer and/or respond to a summons and/or complaint made by the Buyer, be submitted to arbitration before the American Arbitration Association, in accordance with the rules then pertaining of the American Arbitration Association. Any such arbitration shall be conducted in New York, N.Y. and judgment upon the award may be entered in any court having jurisdiction thereof. Buyer consents to the jurisdiction over it of all state and federal courts located within the State of New York in any legal proceedings that may be brought in connection with a legal claim and/or arbitration award. Seller may elect to enforce its rights against Buyer in any other court having jurisdiction. Buyer agrees that service of process of any legal proceedings that may be brought in connection herewith may be effected by mail to Buyer's last address listed in the records of the Seller. Any disagreement, whether arbitrated or adjudicated, shall be governed by and construed in accordance with the laws of the state of New York applicable to agreements wholly to be performed therein, and venue shall be proper in New York County, New York.