

PAYMENT TERMS

Payment terms are determined on a customer-by-customer and P.O. by P.O. basis. Terms will be shown on the DeskMakers Sales Order acknowledgment. Days are measured from Invoice Date, which is generally the Ready Date noted on the DeskMakers Sales Order. A penalty charge of 1.5% per month will be added to all accounts past 30 days. **Even if the credit terms shown on a Sales Order acknowledgment include a quick-pay discount, such discounts are not available for 1) customers who do not have credit terms with DeskMakers, 2) customers with any unpaid invoices over 30 days, 3) credit card payments, or 4) P.O.'s for which deposits are required.**

In the event that DeskMakers is required to engage a collection agency or attorney in order to enforce invoice payment, the customer will be responsible for reimbursement of all reasonable fees charged DeskMakers by such entities.

CREDIT POLICY

Credit terms will be extended at the discretion of DeskMakers, Inc. upon verification of industry trade and business references. Until open credit terms are established, a fifty percent (50%) deposit may be required before production begins. If our credit investigation is not complete at the time the order is ready for will call or shipment, a request for payment of the balance in full will be made at that time. All orders of more than \$10,000 will require a minimum 50% deposit subject to customer's approved/available credit limit, and DeskMakers reserves the right to change its deposit requirements at any time.

SHIPPING/FREIGHT

All prices are F.O.B. DeskMakers, Inc. factory, Commerce, California, unless otherwise agreed to in writing. All freight and shipping charges are the sole responsibility of the customer unless DeskMakers has informed customer that it is on a "landed" shipping program whereby freight will be prepaid by DeskMakers. Orders will be shipped Best Way at the discretion of the factory unless otherwise denoted on your purchase order. DeskMakers, Inc. releases responsibility to the freight company when they sign our Bill of Lading and leave our shipping dock. Items will be shipped blanket-wrapped unless cartoning is specified. Cartoning may involve an additional charge.

ORDER ACKNOWLEDGMENTS

DeskMakers, Inc. will send a Sales Order acknowledgment for all customer purchase orders via fax, regular mail, or email. **It is the customer's responsibility to double-check the acknowledgment and inform DeskMakers immediately of any errors or omissions.** The acknowledgment acts as the final agreement between the customer and DeskMakers, and supersedes all previous communication. Any changes made subsequently are subject to revised acknowledgments.

READY DATE

Order acknowledgments shall contain the Ready date for each customer purchase order. Provided the product for a particular purchase order is completed and ready for shipment on the Ready date, risk of ownership of the goods shall pass from DeskMakers to customer. If customer requests a delay in Ready date after production has begun, such delay may be granted at the sole discretion of DeskMakers. In such cases, DeskMakers reserves the right to charge storage and handling fees beginning on the originally agreed upon Ready date as shown in the acknowledgment. Furthermore, DeskMakers may invoice customer for ready-to-ship orders on the agreed-upon Ready date shown in the acknowledgment even if the goods are still on DeskMakers' premises.

CANCELLATIONS

As our furniture is built-to-order, orders canceled by customer after receipt of purchase order may be subject to charges at DeskMakers' reasonable discretion. If production has begun, the account will be responsible for the entire invoice cost of the order that is canceled.

SELLER NON-PERFORMANCE/LIMITATION OF LIABILITY

DeskMakers acknowledges that customer may withhold partial payment of any invoice provided such withholding is limited to the selling price of the items on a written punch-list ("Punch-List") that outlines the customer's concerns regarding specific items shown on the acknowledgment. Customer may only withhold the amount of the purchase price for the individual items shown in the Punch-List, and may not withhold any additional amounts.

DeskMakers, Inc. shall not be held liable for any subsequent damages or losses caused by any failure on our part to produce and/or deliver an order correctly or in a timely fashion, regardless of whether such failure is the fault of DeskMakers, Inc.. CUSTOMER'S SOLE REMEDY UNDER DESKMAKERS' WARRANTY IS THE REPAIR, REPLACEMENT, OR REFUND OF DEFECTIVE PRODUCT AS SHOWN IN OUR WARRANTY See warranty in our price lists or on our website for more details.

RETURNS AND SERVICE AUTHORIZATIONS

ALL returns for any reason must be pre-approved by DeskMakers prior to return. DeskMakers, Inc. must be notified in writing as to the reason for the return. Once the return is approved, a written Return Authorization form (RA) will be issued by the factory. No returns will be accepted without a written and approved RA.

The customer/dealer is responsible for all travel charges especially outside a reasonable 20-mile radius and all surcharges related to after-hours, weekends, union-only facilities and specialty contractors.

The factory will inspect all returns and determine the degree of manufacturer responsibility for any defects. If it is determined the problem resulted from freight, handling, abuse, or improper installation, we may offer to repair the products for a fee. DeskMakers is under no obligation to accept returned merchandise or grant any credits for such merchandise in cases where a customer wishes to return merchandise for reasons other than DeskMakers' error.

SPECIAL ORDERS

Special orders must be submitted in writing with an approved sketch or drawing. Custom configurations, colors, and features are available. Please call our customer service for pricing quotes. Allow extra time for special handling. Special or custom orders are subject to a minimum fifty percent (50%) deposit, and the customer's approved/available credit limit.

PRICING/SPECIFICATIONS

All prices are Manufacturer's Suggested Retail Prices F.O.B. DeskMakers, Inc. factory Commerce, California, and are subject to change without notice. Possession of this Retail Price List does not constitute an offer to sell. Specifications listed in this Retail Price List are approximate and not exact. DeskMakers, Inc. reserves the right to make changes or modifications to the product line when necessary WITHOUT NOTICE.

GOVERNING LAW AND JURISDICTION

This Agreement is governed by and shall be construed in accordance with the laws of the United States of America and the state of California. The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of Los Angeles. If any legal action is brought by customer or DeskMakers in connection with any DeskMakers' sale, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in such action in addition to any other relief to which it may be entitled.