

ESSENTIALS FOR LIVING®



STAR INTERNATIONAL®
FURNITURE, INC.



ORIENT EXPRESS FURNITURE®

TERMS AND CONDITIONS

California Headquarters: 19511 Pauling, Foothill Ranch, CA 92610 USA

Tel: (949)858-2100 Fax: (949)858-2044 Email: info@EssentialsForLiving.com Website: www.EssentialsForLiving.com

ORDER PLACEMENT

Orders may be placed by email, fax, or through our website. All placed orders are subject to acceptance by Essentials For Living and will be confirmed within two (2) business days. Included with your order confirmation will be any forms required to ship or release your order. NO MINIMUM ORDER IS REQUIRED.

PRICING

Prices are listed in U.S. dollars. Prices are FOB Foothill Ranch, CA or High Point, NC and are subject to change without notice.

PAYMENT

All accounts are opened under prepayment terms. Valid forms of payment include credit card (Visa, MasterCard, and American Express), check (NSF checks are subject to \$35 processing charge), and wire transfer. All other payment terms are subject to credit approval and acceptance by Essentials For Living. Credit cards will be accepted only from the entity holding an account with Essentials For Living. Payments from third parties will not be accepted. Check payments must clear the bank before goods are released for shipment or pick-up.

ORDER INFORMATION

All in-stock unpaid orders older than 30 days will be cancelled. Exceptions will be made for orders containing items on backorder. Customer may request to exceed the 30 day deadline for order pick-up or delivery. This request must be made in writing and approved by Essentials For Living. In this case storage charges would then apply. In order to avoid errors,

only orders placed by email, fax, or through our website will be accepted. We strongly recommend account holders use exact Essentials For Living item numbers, descriptions, and finish options when placing orders to avoid costly errors. Account holders should submit their orders referencing Purchase Order names or numbers. Any changes to orders must be received in writing through email or fax. No verbal changes to orders will be accepted.

Special Orders: Delivery times vary by collection and are subject to change beyond Essentials For Living's control. All special orders are subject to deposit.

USE OF TRADEMARKS AND COPYRIGHTS

Essentials For Living is the sole owner of all photographs, product names, product descriptions, item numbers, Brand names and any other promotional marketing material found on our websites, catalogs, and printed materials. Any reproduction or reuse of these assets without prior written approval from Essentials For Living may constitute copyright infringement which will result in legal action to correct any violations.

AUTHORIZED SALES CHANNELS

Essentials For Living is a wholesale distributor of goods and reserves the right to control what sales channels are used to promote its products. Any requests to remove products from sales channels, whether digital or physical, must be immediately respected. Deviation from this policy will result in secession of business relations between the offending party and Essentials For Living.

STORAGE

Essentials For Living will hold orders for a maximum of 30 days from the date that the orders is complete and available to ship. After 30 days the customer will be offered the option to cancel the order or participate in our storage program for a fee. In order to participate in the storage program the order must first be paid in full and the customer must agree that the payment will not be refunded and that the order may not be cancelled. The fee to store products in Essentials For Living's warehouse is 1% of the order total, per week and the charge occurs on the first business day of the week (typically a Monday). The minimum overall storage charge per order is \$100.00.

DELIVERY OPTIONS

Essentials For Living provides numerous options to receive goods. Unless the customer's preferred shipping method is established, Essentials For Living will need to know how you intend to receive goods at the time of order placement. Below are our current procurement options. All customers or their authorized carrier must provide their specific Essentials For Living order number before goods will be released.

Will Call (Pick-Up): Orders may be picked-up from either of our warehouses at no charge. Will Call hours are Monday through Friday between 9:00am and 4:30pm, excluding Holidays. Orders will be made available for pick up two business days after payment has been received.

Guaranteed Flat Freight Rate Program (GFP): Essentials For Living will ship your order utilizing common freight carriers when electing to ship through GFP. Current pricing for this service may be found on our website (www.Essentialsforliving.com) or

provided upon request. Published rates apply to business-to-business shipments going to a commercial receiving location equipped with an elevated loading dock. Requests for lift gate services or a delivery appointment will result in additional fees. Customer will be billed any additional charges if carrier renders additional services. Rates applicable to regular pricing only. Discounted items will be charged based on regular prices. All in-stock orders shipping through GFP will ship from either warehouse within five (5) business days after payment has been processed and all required forms are received.

Customer Preferred Carrier: Orders may be picked-up from either of our warehouses on a “collect” basis by a carrier of your choosing. Your order will be palletized and released to your carrier who will then bill you directly for the cost of freight. Charges for freight will not be added to your order and Essentials For Living is not liable for any charges or freight damages incurred by selecting this shipping option.

Residential Delivery: Essentials For Living offers residential delivery options to addresses located within the 48 contiguous United States of America. Each residential delivery includes unique circumstances which does not allow for “flat rate” pricing. A quote must be prepared based on information provided by the customer.

DELIVERY TERMS

Drop Shipment: We recommend all merchandise is sent directly to the account holder. Any shipment not being shipped directly to the account holder is considered a “drop shipment” because it is going to a third party. Should you elect to ship to a third party receiver you will be required to sign a Drop Ship Release Form. If you elect to drop-ship you are accepting liability regarding freight damage once the Bill of Lading (BOL) is signed free and clear by your receiver. Fees may apply to drop ship orders.

Receiving Requirements: All items must be inspected upon receipt. It is the receiver’s responsibility to clearly note any damage to packaging or shrink wrap on the Bill of Lading (BOL). All damages must be reported to Essentials For Living within the timeframes listed under “Damage and Freight Claims” in these Terms and Conditions.

Freight Liability: Essentials For Living reserves the right to refuse any shipment due to a heightened risk of freight damage

or excessive freight costs. Especially vulnerable to freight damage are small shipments and/or shipments containing fragile items such as glass, mirrors, stone, and/or concrete. Should you elect to ship an order with a heightened risk of damage you will be required to sign a Freight Liability Release Form prior to the release of goods.

Carton Breakage Fee: There will be a charge of \$35 per item for articles purchased in less than carton/pack quantities.

LIMITED WARRANTY

Essentials For Living provides a one (1) year limited warranty from the date the original purchaser receives merchandise. Essentials For Living may repair, replace, or credit any piece of furniture determined to be defective in material or workmanship at its sole discretion. Incidental costs such as freight and labor are not included. Craftsmanship and/or use of natural materials in the Essentials For Living product line may cause minor variations to occur in certain pieces. This warranty does not cover these variances. Essentials For Living’s limited warranty does not cover any items sold “AS IS,” floor samples, or closeouts.

Improper Care and Use: Essentials For Living will not repair, replace, or credit any product that has been subjected to improper care, accident, abuse, commercial use, alteration, misuse, or damage cause by fire, natural disaster, or any other act of God.

DAMAGE AND FREIGHT CLAIMS

Guaranteed Flat Rate Freight Program: When shipping product using our Guaranteed Flat Rate Freight Program (GFP) we will facilitate freight claims for you provided any freight damage or shortage is clearly noted on the Bill of Lading (BOL) and Essentials For Living is notified of freight damage or shortage within two (2) business days. Any concealed damage must be reported to Essentials For Living within five (5) business days of receipt of goods. Concealed damage refers to product damage not apparent at receiving because the carton containing goods is in perfect condition. A Claim Form along with digital photographs of damaged goods & cartons will be required to open a claim. A Claim Form may be provided upon request or downloaded at www.EssentialsForLiving.com. Buyer agrees to keep all original goods, cartons, and packaging until the claim is settled. Failure to inspect merchandise within the

time frames outlined above and/or notation of freight damage or shortage on the Bill of Lading (BOL) will result in a denial of claims.

Customer Preferred Carrier or Will Call (Pick-Up): When using your own freight carrier or electing to pick-up, Essentials For Living will not be liable for any damages occurring during the transportation of goods. Should freight arrive damaged or items are missing the customer will be responsible for filing their own freight claim with their carrier and any costs associated with obtaining replacement product(s). Any concealed damages must be reported to Essentials For Living within five (5) business days from the date items leave our warehouse.

Defective or Damaged Glass Policy: Essentials For Living retains sole discretion to repair, replace, or credit glass items received damaged or defective. All glass items are inspected, packed, and shipped in perfect & unbroken condition. It is the sole responsibility of the customer to inspect all glass products during receiving for cracks or defects and note any defects or damage on the Bill of Lading (BOL). **FAILURE TO ACKNOWLEDGE DEFECTIVE OR FREIGHT DAMAGED GLASS AT THE TIME OF RECEIPT MAY RESULT IN DENIAL OF CLAIM BY ESSENTIALS FOR LIVING OR FREIGHT CARRIER.**

WARRANTY CLAIMS

Warranty Claims and Parts Request: To initiate a warranty claim the account holder must submit a completed Claim Form along with all supporting documents and required photographs. Claim forms and part requests may be completed at www.Essentialsforliving.com. General parts inquiries can be made at Claims@Essentialsforliving.com.

Floor samples, closeouts, and clearance items are considered “as is” and are final sale. No claims will be opened for these items. Essentials For Living claims decisions are final and based on current terms and conditions.

CHARGE BACK: Under no circumstances will Essentials For Living accept automatic charge backs. We will not accept charges from repairs unless prior written authorization is provided by Essentials For Living.

PRODUCT RETURNS

Essentials For Living does not accept returns or exchanges without a Return Authorization. Returns will only be accepted for new goods in unopened cartons that are in perfect condition. All returns must be issued a Return Authorization within 14 days from original shipment date and returned in original Essentials For Living cartons with all internal packaging material and assembly hardware present. All returns must have freight prepaid by the account holder. Goods sent freight collect will not be accepted. A **20% restocking fee** applies to all returned goods. The restocking fee is based on the regular cost of goods. Special order items are made-to-order and cannot be returned for any reason except through an approved claim. If a returned item is not returned in new & unused condition, contained within the original carton, and accompanied with all original packaging material, the return will not be accepted. Should a return be shipped to Essentials For Living without a Return Authorization, or is rejected due to nonconformity with this policy, the account holder will be responsible to arrange for the item to be picked up and returned to them. Any such items not picked up within 60 days will be disposed of.

It is the account holder's responsibility to properly package authorized returns to prevent damage. Returns arriving damaged due to poor packing will not be credited.

Floor samples, closeouts, and clearance items are considered "as is" and are final sale. These "as is" items are not eligible for return.

No credit will be issued for rejected or unauthorized returns.

REIMBURSEMENTS

Credits and standard deductions should be applied to payments as soon as possible and it is customer's responsibility to ensure this is done. If an agreed upon credit or deduction is not taken within 3 months of the invoice date of the order the credit or deduction amount will be forfeited. Credits or deductions can only be applied to future orders, refund payments will not be provided by Essentials For Living.

PRODUCT VARIANCE

Essentials For Living products conform to samples displayed in our catalog, on our website, and on our showroom floors. Photographs are considered representations and may not

be an accurate representation of color. Slight variance in size and color can be expected. Products made of natural materials such as leather, wood, metal, concrete, and stone may include unavoidable variation in color and texture, uneven grain, blemishes, marks, scratches, and cracks. These are not defects, but the materials natural characteristics. By ordering these products, you accept the characteristics unique to each item.

PRODUCT DELAY

Essentials For Living makes every effort to provide accurate lead times and adhere to our commitment dates. However, these dates are estimates and are subject to change beyond our control. Essentials For Living is not be liable or responsible for any direct, indirect, consequential, or incidental losses or damages due to delays.

INACCURACY DISCLAIMER

The materials and information in our General Price List, Catalog, and/or Website may include typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, and/or availability. Essentials For Living reserves the right to correct, update, or change any errors, inaccuracies, or omissions at any time without prior notice (including previously submitted orders). Essentials For Living will not be liable or responsible for any direct, indirect, consequential, or incidental losses or damages as a result of typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, and availability.

SPECIAL CONSIDERATION FOR THE FOLLOWING COLLECTIONS AND FINISHES

Bella Antique Collection products are made with natural stone, antiqued metal, concrete, and reclaimed wood. These products include unavoidable variation in color, texture, uneven grain, blemishes, scratches, marks, and cracks. These features are not defects, but rather the material's natural characteristics. By ordering products from this collection, you accept the characteristics unique to each item and agree that no claims will be approved regarding these natural variations. Special care should be taken to protect the natural finishes.

Patina Collection products are made with genuine leather and reclaimed wood. These products include unavoidable variation in color, texture, uneven grain, blemish and marks. These are not defects, but rather the material's natural characteristics. By ordering this product you accept the characteristics unique to each item and agree that no claims will be approved regarding these natural variations.

Bonded Leather is not genuine leather, it is a man-made product.

Bi-Cast Leather is not 100% genuine leather.

Synthetic Material should be cleaned with oil based products such as Murphy's Oil. Alcohol based cleaners should not be used.

Carrera Marble is a natural stone product. As such, variance from piece to piece is to be expected and special care should be exercised in order to maintain the stone surface.

Solid Wood is a natural material which will, by nature, change over time. Although solid wood items are treated, the potential for changes to occur due to the climate or season exists. Solid wood items may warp, bend, crack, and split over time. These are not defects, but rather the material's natural characteristics. By ordering solid wood items you accept the natural characteristics unique to the items and agree that no claims will be approved regarding these natural variations.

Woven Collection's "Gray Teak" is solid teak wood finished with a solution that expedites the aging process of teak to a natural silver tone. Over time, the natural weathering of Gray Teak will cause its appearance to change in color and texture, with possible marks and cracks. By ordering Gray Teak, you accept these characteristics and agree that no claim will be approved regarding the natural aging process of teak or the special color qualities associated with the Gray Teak finish. Special care should be taken to protect this natural finish.