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TERMS AND CONDITONS OF SALE

<p>PARTIES In these terms and conditions: "Seller" means Very Jazzroo Enterprises Incorporated dba "Hospitality Designs"; and "Buyer" means the party placing the Order (as defined below) and to whom Goods (as defined below) are sold by the Seller.</p> <p>GENERAL The following terms and conditions set forth in this order form (the "Order") constitute the entire agreement between the Seller and the Buyer. Once the Order is delivered in accordance herewith, the Buyer shall be bound by these terms and conditions and shall not be entitled to cancel the Order except as set out herein.</p> <p>TERMS OF SALE This Order is an offer by the Buyer to the Seller to purchase the goods listed in the Order (the "Goods") for the prices in effect at the time that the Order is received or for such other price as agreed upon by the Seller and the Buyer in writing. Acceptance of this Order by the Seller is expressly limited to the terms and conditions set forth in the Order. The signed quote provided by the Seller to the Buyer shall constitute the Seller's acceptance of the Order. In all other cases, delivery of the Goods as set out herein shall constitute the Seller's acceptance of the Order. No change or modification of any terms or conditions of this Order shall be valid or binding unless agreed to in writing by the Seller.</p> <p>TIME OF THE ESSENCE Time is of the essence of this Order.</p> <p>PLACING AN ORDER The Buyer may deliver an Order to the Seller by posting it by mail to the Seller's offices, transmitting it by facsimile or email. The Buyer acknowledges that any electronic transmission of the Order by way of facsimile or email shall have the legal significance of a duly executed original copy delivered to the Seller. By sending emails to the Seller, the Buyer consents to receiving communications from the Seller electronically. The Buyer agrees that any such electronic communication shall satisfy any legal requirement that such communications be in writing.</p> <p>DEPOSIT Delivery of the Order shall be accompanied by a deposit equal to 50% of the total price of the Goods (the "Deposit"). The Order shall not be considered delivered and the Seller shall have no obligation to the Buyer until such time as it receives payment of the Deposit in accordance with these terms and conditions.</p> <p>CANCELLATIONS Cancellation of this Order shall only be valid if the Seller agrees to the cancellation. All cancellations are subject to a cancellation fee (the "Cancellation Fee") equal to 35% of the total value of the Order. The Buyer agrees that the Seller is entitled to deduct the Cancellation Fee from the Deposit and return the balance to the Buyer.</p>	<p>SHIPMENT The Seller shall select the carrier that will provide the most efficient and economical delivery of the Goods. All shipping and handling costs shall be the responsibility of the Buyer. The Seller will request the carrier to deliver the Goods on the date specified by the Buyer. Notwithstanding the foregoing, the Buyer acknowledges and agrees that any shipping schedule is quoted by the carrier and any delays in delivery of the Goods are the responsibility of the carrier and not the Seller.</p> <p>Unless the Order expressly states otherwise, the Goods shall be shipped F.O.B. to the "Ship to" location designated in the Order and risk of loss shall not pass to the Customer until the Goods reach such "Ship to" location. The Seller assumes full responsibility for packing, crating, marking and transporting the Goods to the Buyer. The Buyer shall unload the Goods from the carrier's ocean containers within two hours of receipt or storage of same. Notwithstanding anything herein to the contrary, the Buyer acknowledges, consents, and agrees that title to the Goods passes to the Buyer only at such time as the Seller receives payment of the final price of the Goods in full.</p> <p>WARRANTIES Subject to the limitation of warranty set out in these terms and conditions, the Seller warrants to the Buyer that the Goods, other than Goods which are case goods, which are manufactured or produced by the Seller shall be free of defects in material and/or workmanship attributable to manufacture for a period of one year from the date upon which the title passes. The Seller further warrants that Goods which are case goods shall be free of defects in material and/or workmanship attributable to manufacture for a period of five years from the date upon which the title passes.</p> <p>The foregoing warranties do not apply to any Goods which have been subject to misuse, neglect, accident, modification, or damage resulting from improper handling after such Goods are delivered to the Carrier in good order, or from exposure by anyone other than the Seller to weather or extreme atmospheric conditions. The foregoing warranty is EXCLUSIVE AND MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE, BY STATUTE OR OTHERWISE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.</p> <p>The Seller shall not be liable to the Buyer for special, indirect, consequential or incidental losses or damages of any kind or nature whatsoever, or other costs, charges, penalties or liquidated damages, regardless of whether arising from breach of contract, warranty, tort, strict liability or otherwise, even if advised of the possibility of such loss or damage or if such loss or damage could have been reasonably foreseen.</p> <p>The Seller's sole obligation for failing to comply with this warranty shall be, at its sole discretion, to either repair, replace or issue credit for any nonconforming or defective Goods where, within 14 days of the expiration of the above warranty period: (i) the Seller has received written notice of any nonconforming or defective Goods; (ii) after obtaining the Seller's written authorization, the Buyer has, at its sole cost and expense, returned such nonconforming or defective Goods to the Seller; and (iii) the Seller has determined that the Goods are nonconforming or defective and that such nonconformity or defect is not the result of some misuse by the Buyer, or any third party.</p>
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LIMITED WARRANTY

Notwithstanding anything herein to the contrary, the Seller does not warrant any Goods which are upholstered goods and/or soft goods for wearing quality, colourfastness, fabric shrinkage, wrinkling, or stretching, unless expressly stated on the Seller's Contract Fabric Books, a copy of which has been provided to the Buyer.

The Buyer acknowledges that each piece of furniture produced by the Seller relies on Hardwood products for structural integrity and natural beauty. The Buyer further acknowledges that, like all natural creations, no two trees are alike and each tree has its own distinct characteristics and unique beauty. The Buyer further acknowledges that any furniture sold by the Seller to the Buyer is the product of many different trees, which enhances the beauty and individuality of each piece of furniture produces and that, as a result of combining different trees into one piece of furniture, colour variations are inherent in the finished furniture product.

CLAIMS FOR SHORTAGES AND DEFECTIVE GOODS

Any claims by the Buyer for shortages in any of the Goods delivered to the Buyer must be made in writing to the Seller within 15 days following such delivery. If the Buyer does not provide such notice within the period set out herein, the Buyer shall be treated as having accepted the Goods as delivered. The Seller reserves the right to confirm such shortage.

Upon delivery of the Goods by the Seller to the Buyer, the Buyer shall examine the Goods and notify the Seller Equipment within 30 days of the date of delivery of any non-conformity or damage to the Goods. If the Buyer does not provide such notice within the period set out herein, the Buyer shall be treated as having accepted the Goods as delivered.

The Seller reserves the right to inspect and confirm, in its sole discretion, any alleged non-conformity or damage before it shall authorize a return, replacement or credit to the Buyer. If the Seller authorizes the return and replacement of any Goods rejected by the Buyer, the Seller shall promptly replace such Goods. The Buyer acknowledges and agrees that authorized returns are subject to a restocking fee of 25% of the total value of the Order, as well as shipping and handling costs, in each case payable by the Buyer.

Notwithstanding the foregoing, Goods which are custom made by the Seller for the Buyer are not eligible to be replaced unless such Goods are materially inconsistent with the instructions and specifications provided by the Buyer to the Seller and such instructions contained no error. For greater certainty, the Buyer further acknowledges and agrees that any error caused by the written instructions and specifications given to the Seller by the Buyer shall not be sufficient cause to reject the Goods.

For greater certainty, the Buyer acknowledges and agrees that any model or sample shown to Buyer is used merely to illustrate the general type and quality of the Goods ordered by the Buyer, and not to represent that the Goods supplied to the Buyer will necessarily conform in all respects to the sample or model.

OVERAGES

If, upon receiving an Order from the Buyer:

- (a) the Seller notifies (the "Notice") the Buyer that the nature of the Goods ordered by the Buyer requires the Seller to obtain the Goods in excess of the quantity ordered by the Buyer (the "Overage"); and
- (b) the Buyer confirms to the Seller that it still wishes to proceed with the Order,

Then the Buyer shall be required to purchase all of the Goods obtained by the Seller in order to satisfy the Order as provided in the Notice including, without limitation, the Overage, on the terms and conditions set out herein.

TERMS OF PAYMENT

Unless otherwise specified on the Seller's invoice or agreed by the Seller in writing, payment for all Goods shall be made with the Buyer's order, such payment to be made prior to the delivery of the Goods to the Buyer, or on such other terms as may be agreed upon by the Seller. If agreed to by the Seller, the Buyer may make payment for the Goods by way of credit card, and wire transfer provided that the Buyer pays all applicable service fees charged on such transactions.

All payments shall made in the currency specified by the Seller. The Buyer acknowledges that the prices quoted by the Seller are firm and not subject to any adjustment or set-off whatsoever unless otherwise agreed to by the Seller in writing. All payments in excess of the Deposit shall, unless otherwise agreed to by the Seller in writing, be made by the Buyer prior to the shipment of the Goods to the F.O.B. "Ship to" location.

A service charge of three percent (3%) per month may be imposed on all invoice amounts that are past due hereunder from the due date for such payment until same is fully paid and satisfied. If suit is instituted against the Buyer for collection, the Buyer agrees to pay all of Seller's collection costs, including reasonable attorney's fees, up to an amount equal to thirty-three percent (33%) of the outstanding balance.

REVISIONS

The Seller reserves the right to revise these terms and conditions by written notice to the Buyer of any such revisions. Any such revisions shall be binding upon the Buyer without further action unless the Buyer objects to such revisions by written notice to the Seller within ten days after the Buyer's receipt of the Seller's notice.

GOVERNING LAW, RESOLUTION OF DISPUTES

This Offer, these terms and conditions, and the performance thereof shall be governed by, subject to and construed under the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to any provision regarding conflict of laws. The venue for any dispute shall be Vancouver, British Columbia.

FORCE MAJEURE

Any delay or failure of the Seller to perform its obligations under this Offer shall be excused if, and to the extent, that the delay or failures are caused by an event or occurrence beyond the reasonable control of the Seller and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, action by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labour problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labour, equipment or transportation, or court injunction or order.

SEVERABILITY

In the event any provision of this Offer is determined to be invalid, such invalidity shall not effect the validity of the remaining portions of this Offer and, the parties shall substitute for the invalid provision, the provision that most closely approximates the intent and economic effect of the invalid provision.

JOINT AND SEVERAL LIABILITY

The term "Buyer" as used herein may be applicable to one or more entities and the singular shall include the plural. If more than one entity is referred to as the Buyer herein, then their obligations and liabilities shall be joint and several.

ENUREMENT

The Offer and these terms and conditions shall enure to the benefit of and be binding upon each of the Seller and the Buyer and their respective heirs, executors, administrators, successors and permitted assigns.