

TERMS AND CONDITIONS

PRICES

All pricing is quoted in U.S. Dollars, all products are FOB Dallas TX. Additional crating fee of \$150 applies to all packed and shipped orders. Specialty crating may incur additional charges. Prices are subject to change.

PRICE QUOTES

Quotations will be honored only when quoted in writing by Domiziani America. No agent or representative is authorized to change prices, terms, or conditions of sale without the consent of Domiziani America. Quotations are for a period not to exceed 30 days unless otherwise noted on the quote itself, or extended in writing.

TAXES

Seller's prices do not include sales, use, excise or similar taxes. Accordingly, Buyer shall, in addition to prices specified by Seller, pay any sales, use, excise or similar tax attributable to the sale of goods covered hereby, or, in lieu thereof, provide Seller with tax exemption certificates acceptable to the taxing authorities.

ORDER ACCEPTANCE

Order acceptance is sealed upon Buyer's acknowledgment of sales quote or sales order. Both standard and special orders are subject to acceptance by Domiziani America under the Terms and Conditions herein, in addition to the published price list and acknowledgments. These terms and conditions will prevail when in conflict with the terms and conditions of the Buyer's purchase order contract.

CHANGES

Buyer may request additions or modifications to either their standard or special order. Domiziani America shall have the absolute right to accept changes, revise the prices, dates of delivery, and to add charges for work and materials rendered necessary by such additions or modifications.

CUSTOMERS TYPES AND PRICING

Domiziani America sells our products through a variety of sales channels including but not limited to, patio/ furniture stores, upscale home and garden centers, design showrooms, landscape architects, designers, and those in the design/ building profession. Domiziani America is not engaged in the price monitoring of these customers and does not seek to compete with them by matching another wholesale customer price. We are Domiziani's exclusive U.S. wholesale (B2B)

supplier of patio tables and encourage consumers to locate a dealer near you or contact your preferred design or landscape professional.

PAYMENT

Stocking dealers may request payment terms and are subject to credit approval. All other orders are prepayment at the time of invoicing and shipment.

SPECIAL ORDERS

Domiziani America will accept special orders. If the special order is for a different pattern of an existing offered size and shape, a 15% special order surcharge will apply to the established base price. If the special order is requested for a unique item, shape, or size which is not currently offered, a price quote will be provided. This price quote may take up to 5 business days. Special order lead times will vary depending on quantities and type of product. Depending on the factory production schedule at time of order confirmation, shipping container availability, and ocean freight schedules, the lead time could range from 16-20 weeks. As with all imported goods, there can be unforeseen delays related to ocean freight and inland transportation; as such, we cannot guarantee specific delivery dates for special orders. We will provide an estimated delivery date at the time of order placement. Should a customer request exclusivity in regard to a custom design or pattern not currently offered as a featured product by Domiziani America, additional charges may apply. Please email sales@domiziani-america.com for inquiries regarding product exclusivity. We reserve the right to request a 30% deposit on special orders.

SPECIAL ORDER CANCELLATION

Special orders accepted by Domiziani America may be canceled by the Buyer only upon written consent of Domiziani America. If such written approval is given, Domiziani America shall retain Buyer's deposit (where applicable) and Buyer shall, if such cancellation is made within 2 weeks of the scheduled shipment date, make payment to Domiziani America for the balance due for products ordered.

RETURNS

No returns will be accepted without written authorization by Domiziani America. Buyer is responsible for return freight in the rare case that a return is authorized. All returned goods to be received in original condition by Domiziani America.

FREIGHT

Domiziani America will make every effort to accommodate requested shipping and delivery dates, but we are unable to control exact delivery windows/days, as we often ship orders using 3rd Party Freight. Orders are subject to delay of delivery due to strikes or other labor difficulties, failure or delay of source of supply, transportation difficulties, riot, fire, accident, compliance with government regulations, Acts of God, or other causes beyond our control.

When a physical delivery address is given to Domiziani America by the Buyer or a Representative of the Buyer (including on-site Contractors), it is the Buyer's responsibility to disclose any provisions or limitations for delivering to that site. These include but are not limited to seasonal closures, windy or narrow roads, hard to reach locations, road closures, or height limitations for large vehicles. All freight deliveries are scheduled through 3rd Party Freight Carriers and delivered via 18-wheeler tractor trailer trucks. If Buyer is requiring Lift Gate Service, they must let us know IN ADVANCE of freight estimate. Additional charges will apply.

If a "residential" or "limited access" delivery is needed via a smaller box truck, Buyer is responsible for disclosing that request at the time the physical address is given for delivery. Furthermore, any costs incurred from having to re-route the delivery truck, including waiting beyond 1 hour for off-loading, will be billed directly back to the Buyer.

White glove service is not offered by Domiziani America, but may be arranged by the Buyer as an FOB shipment, or arrangement can be made by contacting a local dealer.

DOMIZIANI AMERICA TO ARRANGE FREIGHT

Once final payment has been received, a Domiziani America representative will contact Buyer to confirm shipping, shipment date, and coordinate shipping unless Buyer uses a preferred Freight Forwarder and account. Domiziani America provides this coordination as an accommodation only to the Buyer. All freight is shipped via 3rd Party Freight Carrier, so once the product is loaded, it is the Buyer's responsibility for additional delivery specifics to be made directly with the 3rd Party Freight Carrier. Choice of carrier, shipping method and route shall be at the election of Domiziani America, who will provide tracking information when available.

BUYER TO ARRANGE FREIGHT

If the Buyer specifically designates the shipping company, the Buyer shall make arrangements for pickup, shall be responsible for all fees to the carrier, and shall make any and all freight

claims directly with the carrier that the Buyer has selected.

If the Buyer specifically designates a carrier and organizes the shipping, the title to the product is passed to the Buyer and Domiziani America's responsibility terminates. Domiziani America will not accept any claims for freight, warehousing, or installation damage, including any incidental or consequential damages.

INTERNATIONAL SHIPPING

Domiziani America does not export our products directly outside the United States. Orders can be shipped to a domestic freight forwarder of the Buyer's choosing.

FREIGHT CLAIMS

In most cases, Domiziani America will be selecting the appropriate carrier for the goods and coordinating the freight to its final location. Domiziani America carefully inspects items prior to secure packing. Buyer must notify Domiziani America immediately if damages occur. It is the Buyer's responsibility to review all units shipped at time of delivery and in the presence of the delivery driver before or during off-loading. Photos of damaged items must be taken while the object is still attached to the pallet in order to be considered as valid evidence of mishandling by the carrier or as a consequence of inadequate packing by Domiziani America. Failure to make such claims shall constitute acceptance of the merchandise and waiver any defects, errors, or shortages.

TRANSPORT, HANDLING, AND INSTALLATION

Due to the size and weight of table tops, great care should be taken in transport, handling, and installation. Table tops are packed in an upright, vertical position; they should be handled and carried as such until the time of setting in place. For large tops, we recommend additional support of the middle sides while setting in place. While still on a pallet or crate, tops should remain in the upright position and safely secured. Use caution when unpacking as items may have shifted in transit. Never leave a top unsecured while resting in the upright position, as the weight could cause it to slip and move. During handling and installation, extreme care should be taken to protect the base finish, table top surface, and table top edges from damage with use of protective cushioning or moving blankets. Buyer shall be solely responsible for the installation and operation of the goods covered hereby, including with limitation, the obtaining of all permits, licenses, or certificates required for the installation of such goods.