BRAYTON

FURNITURE: TRADING TERMS & CONDITIONS

These Sales Order Terms and Conditions (these “Terms”) govern all Furniture purchases from BRAYTON (“Seller”). Buyers of Seller’s goods agree to be bound by these Terms.

PRICES:

Orders will be billed at prices in effect at the time of order acknowledgment. Prices are exclusive of sales tax. Shipping charges will be itemized as a separate line item on the acknowledgement. Any custom stain match will be subject to a per order set-up fee and a $35.00 surcharge per unit unless otherwise stated on the acknowledgement.

SHIPPING AND DELIVERY:

Unless otherwise noted on our invoice, shipments are FOB destination, freight prepaid from Seller’s facility (Archdale N.C.). If Buyer coordinates shipment, FOB destination, freight collect, then delivery by Seller to the shipping point shall constitute delivery to Buyer. The signature of Buyer or any of its representatives on the Bill of Lading or receipt of shipment shall constitute conclusive proof of receipt by Buyer and shall be deemed acceptable by Buyer. Seller will arrange shipping upon request and shipping costs will be applied to the invoice. Any instructions received to change ship to addresses after shipping documentation and labeling have been prepared by Seller will be billed to the customer at cost, with a minimum charge of $100.00 per change.

SPECIFICATIONS:

The goods will meet the specifications as described on Seller’s website. Seller shall not be responsible for slight variations in stain color. Not Withstanding, seller reserves the right to make minor design modifications or changes.

PAYMENT TERMS:

Seller reserves the right to request 50% deposit with order; balance due prior to delivery. If buyer elects to pay by credit card, Seller will add a convenience fee of 2.75% of the Net Order for individual transactions of $2,500 or more.

NEW ACCOUNTS:

A credit application must be submitted to our Factoring Agent upon request and are subject to Seller’s written approval. If credit cannot be established, the terms are 50% deposit, with final balance due prior to delivery. For orders below $1,500.00

(exclusive of freight charges), payment is required in full. Seller has the right to cancel or limit Buyer's ability to purchase on credit at any time.

ACCEPTANCE AND CANCELLATION OF ORDERS:

All orders are subject to acceptance by Seller which will be made in the form of an order acknowledgment or invoice. Once acknowledged by Seller, orders are non-cancellable except with the written consent of Seller. Where orders require full payment or a deposit before delivery, if such payments are not made within fourteen (15) calendar days of invoice, Seller shall have no obligation to deliver goods or return any pre-payments.

DELIVERY TIME:

Approximate delivery dates are as set forth on the order acknowledgment or invoice. Seller shall not be responsible for any loss or damage caused by delays beyond our control, including but not limited to acts of God, flood, war, government action, accident, labor trouble or shortage or inability to obtain material, equipment or transportation. If resulting delay occurs, shipments may be suspended and resumed upon removal of such cause.

DAMAGE IN TRANSIT:

Buyer is obligated to inspect the goods upon delivery. Where delivery is FOB destination, freight collect, Buyer agrees that it shall look to, the delivery carrier for all damage that occurs in transit; Seller bears no responsibility for same. Where Seller arranges for shipping FOB destination, freight prepaid, and is paid an additional charge for same, Seller shall replace or repair (at Seller's option) the damaged goods as soon as reasonably practicable provided that Buyer provides within seven (7) calendar days of delivery of the goods: 1. Clear photos showing damage and 2. a shipping company delivery receipt that notes the damage. Seller will waive the requirement of a shipping company delivery receipt where the damage was concealed provided that the Buyer can prove that the damage was caused prior to delivery to Buyer.

MAINTENANCE AND CARE:

To keep goods safe and functional and preserve warranty claims, Buyer should inspect goods quarterly and tighten loose screws. Worn or damaged glides should be replaced. Buyer should only move goods that stack in complete stacks on chair dollies. Questions regarding maintenance can be found on our website: paulbraytondesigns.com or by emailing our customer service group: requests@paulbraytondesigns.com

LIMITED WARRANTY AND EXCLUSIONS:

Seller warrants the frames used in chairs and sofas and all other components of other furniture products (e.g. tables) to be free from material manufacturing defects for a period of five years (5) from the date of sale (the "Warranty Period") provided

that Buyer notifies Seller in writing of any defect for which a warranty is claimed within 30 days from the occurrence of the failure. Buyer will permit Seller representatives to inspect any damaged goods on site and to take photographs in BRAYTON' sole discretion.

The limited warranty does not apply to upholstery and upholstery parts. Nor shall Seller have any obligation under this warranty with respect to a subsequent Buyer of the Products. SELLER MAKES NO OTHER EXPRESS WARRANTY WITH RESPECT TO THE GOODS AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND ALL WARRANTIES ARISING FROM COURSE OF CONDUCT, COURSE OF DEALING OR CUSTOM OF TRADE. SELLER SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE, CHANGE OR EFFECT TO THE GOODS RESULTING FROM OR RELATED TO ANY ACTS OR OMISSIONS OF BUYER, ITS AGENTS OR CUSTOMERS INCLUDING BUT NOT LIMITED TO FAILURE TO PERFORM THE REQUISITE MAINTENANCE AS SET FORTH HEREIN. NO REPRESENTATIVE OF SELLER IS AUTHORIZED TO MAKE ANY CHANGES OR MODIFICATIONS TO THESE LIMITED WARRANTIES. SELLER'S SOLE LIABILITY UNDER THIS LIMITED WARRANTY SHALL BE TO REPLACE OR REPAIR DAMAGED PRODUCT, AT SELLER'S SOLE DISCRETION. IN NO EVENT SHALL SELLER BE LIABILE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR PERSONAL INJURY, LOST PROFITS OR PROPERTY DAMAGES RESULTING FROM THE USE OF THE GOODS SOLD BY SELLER.

PRODUCT COMPATIBILITY - OBSOLESCENCE POLICY

As a market leader in the design and manufacture of contract seating, we focus on maximizing component compatibility within our seating categories. During development of new product, we look to provide solutions that are compatible (yet different from a stylistic perspective) with previous generations of seating solutions. This approach allows us to offer similar seating solutions with common components and finishes. Our suppliers are vetted to ensure components are available even after products are moved out of production. We make every effort to build upholstered seating so the cover can be removed and replaced with a new cover if needed. We also provide re-upholstery services for clients who prefer to have us reupholster the seating we manufactured and sold.

Our obsolescence policy at BRAYTON takes reasonable steps to provide our customers with products of comparable form, fit, and function. As with any material or component, supply chain challenges can impact our ability to offer previously marketed products. In addition, fabrics and finishes are significantly impacted by design trends which shorten life cycles. In these situations, we will make every reasonable effort to find a compatible and coordinated solution.

TITLE, STORAGE AND REPOSSESSION:

Title to all goods remains with Seller until the invoice is paid in full. If payment is not received within a reasonable period of time, Seller may assess reasonable storage fees for merchandise being held pending payment. Seller may repossess the

merchandise without notice, and Buyer may be reasonably charged for the use of the merchandise, storage fees, and any costs incurred by Seller in connection with repossession, freight, restocking or resale upon a payment default by Buyer.

RETURN OF MERCHANDISE:

No goods will be accepted for return, credit, repair or replacement unless acknowledged and approved by seller. The Buyer must obtain written permission and a Return Goods Authorization number from Seller to return goods. All returned goods must be sent PREPAID. Any goods sent collect will be refused.

COM - CUSTOMERS OWN MATERIAL:

Please call for COM requirements on orders over 50 pieces. Customer is responsible for ensuring the correct amount of COM is shipped. Additional shipping charges may apply if insufficient COM is sent. All COM yardage estimates are based on non-repeating patterns. Please call Customer Service if there are questions regarding repeats. Seller is not responsible or obliged to return any unused fabric. COM deliveries should be sent prepaid to Seller and tagged with the following: (1) BRAYTON Order Acknowledgment number (2) Dealer & Customer Name (3) Customer and Project name (4) Model number and quantity of chairs to which the fabric relates (5) Fabric Content (e.g., “50% polyester, 50% cotton”), Pattern, Color Specification and weight. Failure to provide this information may cause delays in producing your order.

GOVERNING LAW, JURISDICTION:

These terms and conditions shall be governed and construed in accordance with the Uniform Commercial Code as enacted in the State of North Carolina and other applicable laws of the State of North Carolina. Buyer agrees that the Federal Court of North Carolina, Randolph County, North Carolina shall have the exclusive jurisdiction to hear and determine any claims or disputes between Buyer and Seller, pertaining directly or indirectly to any goods supplied pursuant to the terms and conditions herein contained. Buyer expressly submits and consents in advance to such jurisdiction and any action or proceeding commenced in such courts. The exclusive choice of jurisdiction set forth herein shall not be deemed to preclude the bringing of any action by Seller for enforcement by Seller of any judgment or for any other remedies.

LIMIT OF LIABILITY:

Seller’s liability for damages to Buyer for any claim whatsoever, regardless of the form of action (whether in contract or tort, including negligence), shall be limited to actual damages, which in no event shall exceed the amount paid to Seller for the goods. Seller shall have no liability to Buyer (or any person or entity claiming through Buyer) for lost profits, loss of revenue or for incidental, special or exemplary or consequential damages and these are hereby waived by Buyer.

MISCELLANEOUS:

No terms or conditions other than those stated in this Agreement shall be binding on the Seller unless such modification or additional terms are made in writing and executed by the Seller. The terms and conditions of this Agreement shall take precedence over any different or conflicting terms in any other documents. Acceptance by Seller of Buyer’s order is expressly limited to the terms and conditions contained in this Agreement. If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from the Terms and will not affect the validity and enforceability of the remaining provisions. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision. Except where a remedy is expressly stated to be the exclusive remedy, the rights and remedies of Seller shall be cumulative and in addition to any other rights or remedies provided by applicable law or equity. The rights and obligations of Buyer shall be Buyer hereunder may neither be assigned nor delegated without the prior written consent of Seller. The proceeding Terms and terms of payment set forth in the order acknowledgement and invoice represent the entire agreement between Buyer and Seller relating to the subject matter herein. The rights and obligations of these terms and conditions will survive the cancellation, termination, completion and/or fulfillment of any order hereunder.

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