

This sale is based upon and subject to the terms and conditions of sale set forth as well as all drawings, specifications, descriptions and other documents attached hereto and incorporated herein by reference. Any additional or different terms or conditions set forth in any communication from Buyer, including Buyer's Purchase Order, are hereby objected to by Seller and shall not be effective or binding unless assented to in writing by an authorized representative of Seller.

**PRICES AND TAXES:** Prices (as quoted on quotation) for materials covered hereby are subject to adjustment by adg, inc. at its shipping points. Seller's prices do not include sales, use, excise, or similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future sales, use, excise or other similar tax applicable to the sale or use of the products hereunder shall be paid by the Buyer, unless resale card is on file with Seller. All prices will be P.I.E., price in effect at time of shipment. Prices are subject to change without notice.

**PAYMENT:** A 50% deposit is required to activate the order. Balance due, as soon as order is ready, is required prior to shipment. Orders must be paid in full prior to shipping, no C.O.D.s. Terms of payment are specified on the Quotation and Invoice. In the event Buyer fails to make payments when due or otherwise defaults hereunder, adg, inc. may charge the lesser of one and a half percent per month, or the highest lawful monthly contract rate on overdue accounts. In addition, adg, inc., shall be entitled to reimbursement for and and/or all costs of collection, including, but not limited to: a. Costs of suits; b. Attorney's fees; and c. Any other incidental costs incurred by adg, inc.

**REMITTANCE ADDRESS:** Architectural Detail Group, Inc., 29397 Agoura Road #110, Westlake Village, CA 91301

**DELIVERY AND SHIPMENT:** Delivery shall be F.O.B. Seller's factory. Unless otherwise specified upon delivery of materials F.O.B. Seller's plant, all risk of loss, damage and other incidents of ownership shall immediately pass to Buyer. All claims must be made in writing to the carrier with a copy to adg, inc. within 5 days of receipt of merchandise. Deliveries must be picked up within 10 days of notification, or storage fees will accrue. The storage fees are as follows: \$150.00 to place in storage + \$100.00 per month or any part thereof + \$150.00 to remove from storage = \$400.00 minimum storage fee. After 90 days, merchandise will be sold for all unpaid fees.

**PRODUCT AVAILABILITY:** The product offering is subject to the discretion of the Seller.

**LIMITATION OF LIABILITY:** The statute of limitations applicable to all claims arising under this agreement shall be one year from the date the claim accrues. Seller shall not under any circumstances be liable for special or consequential damages such as, but not limited to, damage or loss of other property or equipment, loss of profits or revenue, cost of capital or cost of purchased or replacement products. The remedies of the Buyer set forth herein are exclusive, and the liability of the Seller with respect to any sale, or anything done in connection therewith such as the performance or breach of any terms thereof, or from the manufacture, sale, delivery, resale or use of any products furnished, whether arising out of contract, negligence, strict liability in tort or under any warranty or otherwise, shall not exceed the cost of the products purchased.

The parties agree that there is no failure of essential purpose so long as Seller is willing to repair or replace for breach of Seller's warranties herein contained. Any actions brought hereunder must be commenced within eighteen months from the date such cause of action has accrued.

**INDEMNIFICATION:** Buyer agrees to indemnify, defend and hold harmless Seller, its directors, officers, agents, consignees, employees and representatives from and against all damages, claims, suits, settlements, expenses, including reasonable attorney's fees or liabilities of any kind whatsoever including, but not limited to, breach of warranties, accidents, injuries and losses to or of any person or property wherever, which may arise or be claimed based in whole or in part on Buyer's alteration, modification, assembly or reassembly of any of Seller's products specified herein.

**TITLE AND LIEN RIGHTS:** Title to the product shall remain with adg, inc. until the purchase price, including any taxes or late charges are paid in full. Buyer agrees to permit adg, inc., at their option, to file security interest, in compliance with Uniform Commercial Code (UCC-M form), in the purchased product until adg inc. has received payment in full. The product shall remain personal property regardless of how affixed to any realty or structure.

**DELAYS:** Seller shall not be liable for delay or failure in performance hereof arising from any cause not within Seller's control, including, but not limited to, accidents, breakdowns or mechanical failure of plant machinery or equipment arising from any cause whatsoever, strikes or other labor troubles: labor shortage, fire, flood, war acts of the public enemy, acts of God, priorities, allocations, limitations, or other acts required or requested by Federal or Local Governments: or failure of usual sources of supply of materials.

**CHANGE ORDERS:** After the initial concept is established & the drawing is completed there will be an up charge for any changes. After fabrication has begun there will be an up charge for any design changes.

**STANDARD TOLERANCES:** All lighting is handmade: variations in finish and detailing will vary slightly. In no event shall adg, inc. be liable for any variations in shade and/or color between finish received and sample finish. All finishes match provided samples as closely as possible. However, the beauty of these products is in their individuality. We will maintain the integrity of the approved working drawings as closely as possible. However, during fabrication, when alterations are necessary for construction, we reserve the right to make design changes. All measurements given are approximate. All lighting is custom made for your order and is not returnable. Your deposit with order is confirmation of style, workmanship, and quantities ordered. Cancellation of order will be subject to time and material charges as related to this order or 35%, whichever is greater, or restocking fee if Seller agrees to return. Most all of our fixtures are listed with Underwriters Laboratories, Inc., and carry the U.L. label.

**SPECIALTY FINISHES & GLASSES:** Any specialty finishes or glasses ie: polished and plated, slumped and bent or any type not standard to adg, inc. will be subject to an up charge in price.

**REMEDIES:** In addition to all rights and remedies provided by law, Buyer grants Seller the right to enter Buyer's premises and reclaim all products supplied hereunder which have not been paid for within the prescribed time period.

**RETAINERS:** We will be happy to visit your job site, if local to adg,inc. up to two times to establish all necessary preparatory information. A retainer in the amount of 10% of your estimated job or \$4000.00, (whichever is greater) is required prior to quoting a job. A portion of this fee will be applied to your order if placed within 90 days. If placed within 6 months, then 50% will be applied. adg, inc. is in compliance with the terms of the retainer when the client is provided with service, timeliness, and attention to budget.

**LIMITED WARRANTY:** Seller warrants (to the original consumer purchaser) all materials sold hereunder to be free from defects in materials and workmanship at time of purchase. This warranty does not cover, and Seller hereby disclaims all liability for, any product which has been subject to abuse, alteration, modification, neglect, misuse, or abnormal use; or improper storage, handling, installation, or maintenance; or to which parts, not supplied by Seller, have been added; or to defects caused by depreciation or normal wear. The suitability of a product for an intended use shall be the sole responsibility of the user. Seller's liability shall in no event exceed the purchase price paid to it. No person has the authority to change these terms and there are no warranties except as stated herein. Any claim on account of defective materials or for any other cause shall be deemed waived by Buyer unless written notice of such claims is received by Seller within thirty (30) days after date of receipt of materials by Buyer.

This warranty is contingent upon Buyer giving Seller prompt notice of any defect appearing within prescribed time period. Seller shall be given reasonable opportunity to investigate all claims and no materials shall be returned to Seller until after inspection and approval by Seller and receipt by Buyer of written shipping instructions. Seller's obligation under this warranty is limited to the repair or replacement at its factory of any of the products which are defective in material or workmanship, and is conditioned upon the Buyer furnishing satisfactory evidence that the goods alleged to be defective have been properly installed, maintained, and operated under normal conditions.

Seller shall have the option of replacing or repairing any defective materials, refunding the purchase price, or granting a reasonable allowance on account of such defects, and Seller's liability and Buyer's remedies for defective materials shall be limited solely and exclusively as above. This warranty gives you specific legal rights and you may also have other legal rights which vary from state to state. Except as expressly stated herein, seller makes no other representations or warranties of whatsoever nature, directly or in-directly, express or implied, including but not limited to any representations or warranties of suitability, durability, fitness for a particular purpose, or merchantability with respect to the products.

**CLERICAL ERRORS:** Clerical errors are subject to correction. Errors noted by Buyer must be brought to the attention of adg, inc. as soon as noted or suspected. Revisions to Document 09/29/2005

**COMPANY RECOMMENDATIONS:** Any recommendations made by seller, or any of its authorized representatives, concerning uses of or applications of the products sold hereunder are believed reliable, but Seller makes no warranty, express or implied, of results to be obtained.

Approved By Buyer or Buyer's Authorized  
Representative \_\_\_\_\_

**Terms subject to change at any time without prior notice.**  
**Architectural Detail Group, Inc. t 818.597.9494 f 818.597.9696**