

PRICES

All prices are F.O.B. factory, unless otherwise specified. We reserve the right to change prices without prior notice.

ORDERING

Please send all purchase orders to orders@friant.com or fax to (510) 535-6895. If you have any questions, please contact Customer Service at (510) 535-5113.

TERMS

Net 30 days from date of invoice with established terms. Invoice are delinquent if not paid (30) days from date of invoice. In the event timely payment is not made, interest will be charged at the rate of 1.5% per month on delinquent accounts. Buyers will also be liable for normal collection costs and attorney fees.

ORDERS

Orders are only accepted by issuance of our formal acknowledgment, and are subject to the terms set forth herein and on our order acknowledgment. It is the responsibility of the buyer to review our acknowledgment for accuracy, and to notify Friant within 48 hours from the acknowledgment date of any discrepancies.

ORDER CHANGE — CANCELLATIONS

Our order confirmation is final and binding. Any order change or cancellation is subject to our ability to conform. Such requests are to be made in writing to our office.

RETURNS

No merchandise may be returned without our written consent and shipping instructions. Unauthorized returns will not be accepted and will be returned freight collect. All packages are labeled with contents, and it is the customer's responsibility to check box labels against the packing list for accuracy before opening. If correctly labeled and undamaged product is removed from its original packaging, Friant will not accept its return.

CLAIMS

We are not responsible for damage suffered in transit. Merchandise should be inspected for possible freight damage upon delivery. Claims for damage or shortages should be filed by the consignee with the carrier within 5 days of delivery. You are also protected for "concealed damage" if you file claim with the carrier within 5 days of delivery. All claims against Friant for defects, errors or shortages must be made by Buyer in writing within 10 days after delivery. Failure to make such a claim shall constitute full acceptance. All claims must be pre-approved with a P.O. issued by Friant before reimbursement and/or reinstallation will be granted.

SHIPPING

Friant generally palletizes, boxes and/or shrink wraps its products. If Buyer requests additional packaging or special shipping, extra charges will apply. Buyer obtains title to products and assumes the risk of loss for them upon shipment from Friant's plant.

PARTIAL SHIPMENTS

We will make every attempt to ship orders complete and on schedule. However, we reserve the right to make partial shipments as merchandise is ready. Invoices covering these partial shipments are to be paid as they become due.

SHIPPING & PREPAID FREIGHT

Unless otherwise instructed, we reserve the option to ship by what is, in our opinion, the best possible way. Upon request, we will prepay and add freight for accounts with established credit.

DELIVERY

We are not liable for delay or failure of delivery due to strikes and/or differences with workmen, war, riot, fire, compliance with government regulations, acts of nature, failure or delays of sources of supply, or any other causes beyond our control.

CONSTRUCTION — SPECIFICATIONS

All items are produced to price list specifications unless otherwise advised. All dimensions shown are approximate. Manufacturer reserves the right to make modifications and/or improvements without prior notice.

RIGHTS & WARRANTIES — LIMITED LIFETIME WARRANTY

This warranty is given to the initial purchaser and is valid from the date of purchase, for as long as the product is owned by the initial purchaser. This warranty covers defects in material and craftsmanship found during normal usage of the product during the warranty period. If the product is defective, and if written notice of the defect is given to Friant & Associates within the applicable warranty period, Friant & Associates, at its option, will either repair or replace the defective product with a comparable component or product. This warranty applies to all products except as noted below: high wear parts, such as fabrics, other covering material/finishes, foam, glides, drawer slides, hinges, edgebanding, etc. are warranted for one (1) year. This warranty does not apply to damage caused by a carrier, alteration to the product not expressly authorized by Friant & Associates, nor to product considered to be of a consumable nature such as bulbs, light ballasts, etc. It also does not apply to Customer's Own Material (COM — material that is not a standard Friant & Associates fabric offering) used in the manufacture of Friant & Associates products.

Friant & Associates does not guarantee the matching of colors, grain or texture, except to within commercially acceptable standards.

A product will not be considered defective, and Friant & Associates will not be obligated to replace it, if it is not installed in a proper manner (i.e. product not leveled, not secured properly, etc.)

Except as noted above, Friant & Associates makes no express or implied warranties as to any product, and in particular makes no warranty of fitness for any particular use. At Friant & Associates' option, product repair and/or replacement are the customer's exclusive remedy for any and all product defects.

Friant & Associates shall not be liable for consequential, economic or incidental damages arising from any product defect.

CARE & MAINTENANCE

Friant & Associates' finish provides excellent stain and mar resistance. Care should be exercised when cleaning. The following precautions will help keep the product looking new:

- Dust all surfaces on a regular basis with a soft damp cloth. Do not use spray polishes — especially those containing silicone.
- Lift all objects from the surface when moving — never drag objects across the surface.
- Metal objects should be kept from contacting the surface.