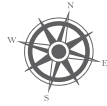


ESSENTIALS FOR LIVING®



STAR INTERNATIONAL®  
FURNITURE, INC.



ORIENT EXPRESS FURNITURE®

# TERMS AND CONDITIONS

California Headquarters: 19511 Pauling, Foothill Ranch, CA 92610 USA

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## ORDER PLACEMENT

Orders may be placed by email, fax, or through our website. All placed orders are subject to acceptance by Essentials For Living and will be confirmed within two (2) business days. Included with your order confirmation will be any forms required to ship or release your order. Essentials For Living requests a minimum of \$1,000.00 per order (prior to freight & misc. charges). All orders under the \$1,000.00 minimum order requirement are subject to possible cancellation.

## PRICING

Prices are listed in U.S. dollars. Prices are FOB Foothill Ranch, CA or High Point, NC and are subject to change without notice.

## PAYMENT

All accounts are opened under prepayment terms. Valid forms of payment include credit card (Visa, MasterCard, and American Express), check (NSF checks are subject to a \$35.00 processing charge) and wire transfer. All other payment terms are subject to credit approval and acceptance by Essentials For Living. Past due accounts are subject to a 1.5% interest charge per month. Credit cards will be accepted only from the entity holding an account with Essentials For Living. Payments from third parties will not be accepted. Check payments must clear the bank before goods are released for shipment or pick-up. Customers with international "bill to" or "ship to" addresses are required to submit payment via wire transfer or ACH.

## ORDER INFORMATION

All in-stock orders older than 10 business days will be cancelled. Exceptions will be made for orders containing

items on backorder. Customer may request to exceed the 10 day deadline for order pick-up or delivery. This request must be made in writing and approved by Essentials For Living. In this case, storage charges would then apply. In order to avoid errors, only orders placed by email, fax, or through our website will be accepted. We strongly recommend account holders use exact Essentials For Living item numbers, descriptions, and finish options when placing orders to avoid costly errors.

Account holders should submit their orders referencing Purchase Order names or numbers. Any changes to orders must be received in writing through email or fax. No verbal changes to orders will be accepted.

**Special Orders:** Delivery times vary by collection and are subject for change beyond Essentials For Living's control. All special orders are subject to a deposit.

## USE OF TRADEMARKS AND COPYRIGHTS

Essentials For Living is the sole owner of all photographs, product names, product descriptions, item numbers, brand names and any other promotional marketing material found on our website, catalogs and printed materials. Any reproduction or reuse of these assets without prior written approval from Essentials For Living may constitute copyright infringement which will result in legal action to correct any violations and remedy to the fullest extent of the law.

## AUTHORIZED SALES CHANNELS

Essentials For Living is a wholesale distributor of goods and reserves the right to control what sales channels are used to promote its products. Any requests to remove products

from sales channels, whether digital or physical, must be immediately respected. Deviation from this policy will result in secession of business relations between the offending party and Essentials For Living.

## STORAGE

Essentials For Living will hold orders for a maximum of 10 business days from the date that the orders is complete and available to ship. After 10 business days, the order will be cancelled if enrollment in our fee-based storage program has not been requested by the customer. In order to participate in the storage program, the order must first be paid in full and the customer must agree that the payment will not be refunded and that the order may not be cancelled. The fee to store products in Essentials For Living's warehouse is 1% of the order total, per week and the charge occurs on the first business day of the week (typically a Monday). The minimum overall storage charge per order is \$100.00.

## DELIVERY OPTIONS

Essentials For Living provides numerous options to receive goods. Unless the customer's preferred shipping method is established, Essentials For Living will need to know how you intend to receive goods at the time of order placement. Below are our current procurement options. All customers or their authorized carrier must provide their specific Essentials For Living order number before goods will be released. All orders will be shipped by Essentials For Living from the warehouse nearest the customer's specified receiving location. Will Call customers and customers using their own carrier may specify their warehouse of choice. If a transfer is requested by the customer in order to allow items to be available at the

warehouse closest to them, a transfer fee will be assessed at the rate of \$50.00 per cubic meter. Not all items are eligible for transfer, such as delicate pieces, over or under-sized products, or closeout items. All transfers are at the sole discretion of Essentials For Living.

**Will Call (Pick-Up):** Orders may be picked-up from either of our warehouses at no charge. Will Call hours are Monday through Friday 9:00am - 4:30pm, excluding Holidays. Orders will be made available for pick up two (2) business days after payment has been received.

**EFL Freight Program (EFL-FP):** Essentials For Living will ship your order utilizing common freight carriers when electing to ship through EFL-FP. Current pricing for this service may be found on our website or provided upon request. Published rates apply to business-to-business shipments going to a commercial receiving location equipped with an elevated loading dock. Requests for lift gate services or a delivery appointment will result in additional fees. Customer will be billed any additional charges if carrier renders additional services. Rates are applicable to regular pricing only. Discounted items will be charged based on regular prices. All in-stock orders shipping through EFL-FP will ship from either warehouse within five (5) business days after payment has been processed and all required forms are received. This service is not available to customers in the E-Commerce program.

**Customer Preferred Carrier:** Orders may be picked-up from either of our warehouses on a "collect" basis by a carrier of your choosing. Your order will be palletized and released to your carrier who will then bill you directly for the cost of freight. Charges for freight will not be added to your order and Essentials For Living is not liable for any charges or freight damages incurred by selecting this shipping option.

**Pallet Fee:** Customers requesting palletization of items being picked-up by a common carrier or via will-call will be assessed a palletization fee of \$100.00.

## DELIVERY TERMS

**Drop Shipment:** We recommend all merchandise is sent

directly to the account holder. Any shipment not being shipped directly to the account holder is considered a "drop shipment" because it is going to a third party. Should you elect to ship to a third party receiver, you will be required to sign a Drop Ship Release Form. If you elect to drop-ship, you are accepting liability regarding freight damage once the Bill of Lading (BOL) is signed free and clear by your receiver. Fees may apply to drop ship orders.

**Receiving Requirements:** All items must be inspected upon receipt. It is the receiver's responsibility to clearly note any damage to packaging or shrink wrap on the Bill of Lading (BOL). All damages must be reported to Essentials For Living within the timeframes listed under "Damage and Freight Claims" in these Terms and Conditions.

**Freight Liability:** Essentials For Living reserves the right to refuse any shipment due to a heightened risk of freight damage or excessive freight costs. Especially vulnerable to freight damage are small shipments and/or shipments containing fragile items such as glass, mirrors, stone, and/or concrete. Should you elect to ship an order with a heightened risk of damage you will be required to sign a Freight Liability Release Form prior to the release of goods.

**Carton Breakage Fee:** There will be a charge of \$35.00 per item for articles purchased in less than carton/pack quantities.

## LIMITED WARRANTY

Essentials For Living provides the original purchaser or customer of record with a one (1) year limited warranty from the date the original purchaser receives merchandise. Essentials For Living may repair, replace, or credit any piece of furniture determined to be defective in material or workmanship at its sole discretion. Incidental costs such as freight and labor are not included. Craftsmanship and/or use of natural materials in the Essentials For Living product line may cause minor variations to occur in certain pieces. This warranty does not cover these variances. Essentials For Living's limited warranty does not cover any items sold "AS IS," floor samples, or closeout items.

**Improper Care and Use:** Essentials For Living will not repair, replace, or credit any product that has been subjected to

improper care, accident, abuse, commercial use, alteration, misuse, or damage cause by fire, natural disaster, or any other act of God.

## WARRANTY CLAIMS

**VERY IMPORTANT: IF ORIGINAL CARTONS/PACKAGING HAVE BEEN DISCARDED, THE CLAIM WILL NOT BE ACCEPTED.**

**Warranty Claims and Parts Request:** To initiate a warranty claim, the account holder must submit a completed Claim Form along with all supporting documents and required photographs. Claim forms and part requests may be completed at [www.EssentialsForLiving.com/Claims](http://www.EssentialsForLiving.com/Claims). General parts inquiries can be made to [Claims@EssentialsForLiving.com](mailto:Claims@EssentialsForLiving.com). Closeout and clearance items are sold 'as is' and are considered final sale. Limited claims pertaining to manufacturing defects may be considered for these items. Decisions regarding claims made to Essentials For Living are final and shall be governed by the prevailing Terms and Conditions.

## DAMAGE AND FREIGHT CLAIMS

Claims of this nature are handled differently depending on the method in which you have chosen to receive your items. See below regarding your receiving requirements and filing deadlines unique to your chosen shipping method.

- **EFL Freight Program (EFL-FP):** Essentials For Living will facilitate freight claims for you provided any freight damage or shortage is clearly noted on the Bill of Lading (BOL) and Essentials For Living is notified of freight damage or shortage within two (2) business days. Any concealed damage must be reported to Essentials For Living within five (5) business days of receipt of goods. Concealed damage refers to product damage not apparent at receiving because the carton containing goods is in perfect condition. Any repair costs must be pre-approved by Essentials For Living to qualify for reimbursement. A Claim Form along with digital photographs of damaged goods and cartons will be required to open a claim. A Claim Form may be provided upon request or downloaded on our website. Buyer agrees to keep all original goods, cartons,

and packaging until the claim is settled. Failure to inspect merchandise within the time frames outlined above and/or notation of freight damage or shortage on the Bill of Lading (BOL) will result in a denial of claims.

- **Customer Preferred Carrier or Will Call (Pick-Up):** Essentials For Living will not be liable for any damages occurring during the transportation of goods. All items are signed for as in good condition by you or your hired carrier when retrieved from our warehouse. Should freight arrive with damages or shortage, the customer will be responsible for filing a freight claim with their carrier and any costs associated with obtaining any replacement product(s). Any concealed damages must be reported to Essentials For Living within ten (10) business days of the departure of items from our warehouse or within five (5) business days of receipt, whichever occurs first. Any repair costs must be pre-approved by Essentials For Living to qualify for reimbursement.
- **Defective or Damaged Glass Policy:** All glass items are inspected, packed, and shipped in perfect and unbroken condition. It is the responsibility of the customer to inspect all glass products during receiving for cracks or defects and note any defects or damage on the Bill of Lading (BOL).  
**FAILURE TO ACKNOWLEDGE DEFECTIVE OR FREIGHT DAMAGED GLASS AT THE TIME OF RECEIPT MAY RESULT IN DENIAL OF CLAIM BY ESSENTIALS FOR LIVING OR FREIGHT CARRIER.**

**Remedy Process:** Essentials For Living's process for addressing approved claims will start with sending any replacement part(s) or components if possible. Should additional action need to be taken, Essentials For Living will discount, repair, or replace an item at our discretion.

**Charge Backs:** Under no circumstances will Essentials For Living accept automatic charge backs. We will not accept charges for any reason unless prior written authorization is provided by Essentials For Living.

## PRODUCT RETURNS

Essentials For Living does not accept returns or exchanges

without a Return Authorization. Returns will only be accepted for new goods in unopened cartons that are in perfect condition. If Essentials for Living approves an item replacement exchange (i.e. a new item is provided and the original item is returned to Essentials For Living), then the customer will be responsible for paying for the cost of the replacement item including the shipping fees until the original claimed item has been returned and received by Essentials for Living. The customer has 14 days to return the original item and must have freight prepaid by the account holder. After the 14 days, the claim is considered closed and returns/refunds will no longer be accepted/issued for the original claimed item. Upon verifying receipt and condition of the original claimed item, Essentials for Living will issue a credit or refund to the customer for the replacement item cost. All returns must be issued a Return Authorization within 14 days from original shipment date and returned in original Essentials For Living cartons with all internal packaging material and assembly hardware present. All returns must have freight prepaid by the account holder. Goods sent freight collect will not be accepted.

A **20% restocking fee** applies to all returned goods. The restocking fee is based on the regular cost of goods. Special order items are made-to-order and cannot be returned for any reason except through an approved claim. If a returned item is not returned in new and unused condition, contained within the original carton, and accompanied with all original packaging material, the return will not be accepted. Should a return be shipped to Essentials For Living without a Return Authorization, or is rejected due to nonconformity with this policy, the account holder will be responsible to arrange for the item to be picked up and returned to them. Any such items not picked up within 60 days will be disposed of. It is the account holder's responsibility to properly package authorized returns to prevent damage. Returns arriving damaged due to poor packing will not be credited.

Floor samples, closeouts, and clearance items are considered "as is" and are final sale. These "as is" items are not eligible for return. No credit will be issued for rejected or unauthorized returns. Limited claims pertaining to manufacturing defects may be considered for these items. Decisions regarding claims made to Essentials For Living are final and shall be governed by the prevailing Terms and Conditions.

## REIMBURSEMENTS

Credits and standard deductions should be applied to payments as soon as possible and it is customer's responsibility to ensure this is done. If an agreed upon credit or deduction is not taken within three (3) months of the invoice date of the order the credit or deduction amount will be forfeited. Credits or deductions can only be applied to future orders, refund payments will not be provided by Essentials For Living.

## PRODUCT VARIANCE

Essentials For Living products conform to samples displayed in our catalogs, website and showroom floors. Photographs may not be an accurate representation of color – variation is to be expected. Products made of natural materials may include unavoidable variation in color, texture, uneven grain, blemishes, marks, scratches, and cracks. These are not defects, but the materials natural characteristics. By ordering these products, you accept the characteristics unique to each item.

## PRODUCT DELAY

Essentials For Living makes every effort to provide accurate lead times and adhere to our commitment dates. However, these dates are estimates and are subject to change beyond our control. Essentials For Living is not liable or responsible for any direct, indirect, consequential, or incidental losses or damages due to delays.

## INACCURACY DISCLAIMER

The materials and information in our General Price List, Catalog, and/or Website may include typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, and/or product availability. Essentials For Living reserves the right to correct, update, or change any errors, inaccuracies, or omissions at any time without prior notice (including previously submitted orders).

Essentials For Living will not be liable or responsible for any direct, indirect, consequential, or incidental losses or damages as a result of typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, and availability.

## SPECIAL CONSIDERATIONS FOR THE FOLLOWING COLLECTIONS AND FINISHES

**BA** **Bella Antique Collection** products are made with natural stone, antiqued metal, concrete, and reclaimed wood. These products include unavoidable variation in color, texture, uneven grain, blemishes, scratches, marks, and cracks. **Fabric** finishes made with natural materials feature unavoidable dye lot variation.

These features are not defects, but rather the material's natural characteristics. By ordering products from this collection, you accept the characteristics unique to each item and agree that no claims will be approved regarding these natural variations. Special care should be taken to protect the natural finishes.

**BB** **Bronze Bay Collection's Marble** is a 100% natural stone product. Each marble slab has a surface that features variation in color, veining, texture and density. As such, variance from piece to piece is to be expected. The existence of minor visible natural cracks or slight blemishes in the surface of the marble should be expected. By ordering products from this collection, you accept the natural characteristics unique to each item and agree that no claims will be approved regarding these natural variations. Special care should be taken to protect the marble's finish.

**D** **District Collection's Concrete** is a fiber-reinforced material comprised of granite stone powder, cement, natural jute fibers and water. Although not considered a defect, non-structural hairline cracks are possible as a result of shrinkage and the natural curing process. Outdoor items containing Concrete should not be left outside in extreme weather such as freezing temperatures, snow and ice. By ordering products from this collection, you accept the natural characteristics unique to each item and agree that no claims will be approved regarding these natural variations. Special care should be taken to protect this finish.

**E** **Essentials Collection's Fabric** finishes made with natural materials feature unavoidable dye lot variation.

**SH** **Stitch & Hand Collection's Top Grain Leather** is made from natural cow hides. These hides may contain creases, small blemishes and unavoidable variances in color. Each piece is unique and any variation should be considered part of the beauty of this natural product. **Synthetic Leather** is not genuine leather, it is a man-made product and should be cleaned with oil-based products such as Murphy's Oil. Alcohol-based cleaners should not be used on this finish. **Fabric** finishes made with natural materials feature unavoidable dye lot variation.

**T** **Traditions Collection's Carrera Marble** is a 100% natural stone product imported from Italy. Each marble slab has a surface that features variation in color, veining, texture and density. As such, variance from piece to piece is to be expected. The existence of minor visible natural cracks or slight blemishes in the surface of the marble should be expected. The **White Concrete** finish is a handcrafted natural polystone material that features variation in color, texture and density. The **Faux Shagreen** finish is meant for indoor use only. This material is created by pouring a liquid resin mixture into a mold to recreate the look and feel of real Stingray skin. This process produces an unavoidable variance in both color and texture. The mold used creates panels which are then adhered to each piece of furniture resulting in the characteristic seaming. Because this is done by hand, varying degrees of seam visibility are to be expected. The **Acacia, Ash, and Oak Veneer** finishes are wire-brushed to create a textured surface. This process accentuates the natural grain of the wood and creates a variation in both color and texture. The existence of natural knots, cracks, scratches, and marks in the surface of the wood should be expected. The **Natural Rattan** finish is a natural material that includes unavoidable variation in color, texture, blemishes and marks. **Fabric** finishes made with natural materials feature unavoidable dye lot variation. These features are not defects, but rather the material's natural characteristics. By ordering products from this collection, you accept the natural characteristics unique

to each item and agree that no claims will be approved regarding these natural variations. Special care should be taken to protect these finishes.

**W** **Woven Collection's Gray Teak** is solid teak wood finished with a solution that expedites the aging process of teak to a natural silver tone. Over time, the natural weathering of Gray Teak will cause its appearance to change in color and texture, with possible marks and cracks. **Fabric** finishes made with natural materials feature unavoidable dye lot variation. **Abaca Rope** is a natural material that includes stray fibers and unavoidable variation in color, texture, blemishes and marks.

These features are not defects, but rather the material's natural characteristics. By ordering products from this collection, you accept the natural characteristics unique to each item and agree that no claim will be approved regarding these natural variations. Special care should be taken to protect these natural finishes.