

TERMS & CONDITIONS

ORDERING INFORMATION

Authorized Dealers

Possession of this catalog/price list does not imply the right to purchase products illustrated and priced herein. Sales are confined to accounts established as authorized dealers, only.

Acknowledgements

Customer must notify Falcon immediately of any discrepancy between purchase order and acknowledgement; otherwise Falcon can accept no responsibility for manufacturing errors. Please use the Falcon control number when inquiring about your order.

Quotations

All quotations by factory or representatives are valid for 30 days, unless extended in writing.

Prices

Prices are per unit unless otherwise noted. Prices may change without prior notice. All prices are i) F.O.B. Origin, ii) exclusive of any duties and local, state or federal taxes and iii) exclusive of any freight, packing and shipping charges. In the event Falcon is required to pay any tax, fee or charge, customer shall reimburse Falcon therefore, or in lieu of such payment, customer shall provide Falcon at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge. Each invoice is independent from shipping sequence and disputes relating to other invoices.

Special Handling Charge

Orders with a combined Net price under \$1,000 will be subject to a Special Handling Charge of \$125 Net. One charge per order.

Match-up Orders

If an order is to match a previous shipment, it must be clearly stated on the order. Please supply original invoice number and date. A sample product from the original order must be submitted prepaid to the proper factory to assure uniformity of finish and construction. Periodically materials are discontinued by our suppliers and requested materials cannot be supplied. In such event, customer will be notified and when possible provided with an option similar in material to the original order.

Design Changes and Manufacturing Improvements

Periodically we make changes to existing product designs in order to improve the general construction of our product. In this event, product may vary slightly from catalog photography. All dimensions shown in the catalog are approximate. Due to fabric

buildup, width can vary as much as $\frac{3}{4}$ ". We assume no responsibility for overall width and height unless item or groups are special ordered to fit an exact space.

We reserve the right to alter upholstery detailing based on the fabrics' suitability for tailoring. Pleats may need to be added or type of seams changed.

AGENT ONLY ORDERS

Falcon will only accept agent only orders if the principal agrees in writing to be responsible for payment and agrees to Falcon terms and conditions. Payment to the agent does not constitute payment to Falcon, and Falcon will collect from principal if the agent fails to timely and properly pay Falcon.

SHIPPING INFORMATION

More than one item may be packed together for shipment and may be noted in the price list. Falcon reserves the right to change quantity packed without notice. The quantity packed is independent from price.

FREIGHT PROGRAMS

We offer four easy ways to handle freight charges:

1. Falcon Standard Freight Program – F.O.B. Factory

All products are sold F.O.B. factory. Orders are shipped via common carrier or contract carrier. Falcon reserves the right to select routing and assumes no responsibility for rates or delivery times established by carrier. Falcon assumes no responsibility for warehousing or demurrage when consignee is unable to accept shipment at the delivery point.

notified we will handle all communication between you and the carrier.

TRAILER-LOAD SHIPMENTS

Customer request for trailer-load shipments and special routings will be accommodated when possible if clearly described on the original purchase order. **Customer is fully responsible for all payments, claims and other matters arising from customer-specified routing. Customer pickups must be arranged in advance by contacting Customer Service, Newport, TN: 1-800-873-3252.**

Consult this price list or acknowledgement for F.O.B. points.

4. Customer Pick Ups

For customers wishing to pick up orders at our dock. Customers will be notified when product is ready. Pick up must be made promptly; any orders held longer than 7 days will incur storage charges.

Whenever the term F.O.B. Origin is used, "Origin" shall mean the shipping point for each item. The shipping point for each item is listed in the shipping point column. Abbreviations used stand for the following cities:

NPT Newport, TN 37821

STORAGE POLICY

Once production has commenced (based on original ship date/delivery date requirement), we will provide our customer with a 3-week grace period for orders over \$10,000, during which customer will not pay storage fees, commencing from the time our product is currently scheduled to be ready for shipment.

In the event that a customer requests a ship date/delivery date delay outside of the 3-week grace period, storage charges will be applied to the order. The storage charge is 1.5% (product lines only) of the price of products stored for the first month and 1% of the products stored for each additional month. After one month, the rate will pro-rate to weekly. There is a minimum storage charge amount of \$350.00 for the first month and \$150.00 for each additional month.

A Storage Charge Agreement will need to be signed and returned by customer to customer service. Customers that are CIA (cash-in-advance) must pay for all storage charges prior to shipment of the order.

Shipments on Hold

Any shipment placed on shipping hold, either by customer's request or due to balances owed on this order, will be manufactured per the originally scheduled ship date. See **Storage Policy** above for fees.

Any manufactured order held by our factory over three weeks will be billed and must be promptly paid even though shipment is held

at factory at dealer's request. Any charges incurred by Falcon for C.O.D. fees, inside delivery, etc. will be invoiced to the customer.

International Orders - All international orders are quoted F.O.B. Origin. All freight, duties, value added taxes, broker fees, port charges and insurance is in addition and will be the responsibility of customer unless specific arrangements are made in writing for any additional services by Falcon.

Air Freight Shipments - Falcon will not make shipments by air or express service unless previously authorized in writing by customer. Customer must be aware that airfreight charges for seating are calculated on dimensional basis and frequently equal or exceed cost of product.

FREIGHT CLAIMS

Unless otherwise agreed in writing by customer and Falcon, all orders are F.O.B. Origin, with title and risk of loss or damage passing upon the order being picked up by customer or customer's agents or carriers at the Origin. While we will do everything possible to ensure your order arrives in good condition and on time, we cannot be held responsible for freight damage or delays.

OTHER TERMS AND CONDITIONS

Falcon Terms Control

The terms and conditions set forth in the invoice to the customer and this document (together with any attachments and/or exhibits hereto or thereto) shall constitute the entire agreement between the parties with respect to the subject matter set forth herein and/or therein, and shall supersede any and all prior understandings or agreements, whether written or oral (including, without limitation, any and all prior or contemporaneous communications, negotiations, representations or agreements) between the parties; provided, that in the event of any inconsistency between this document and in the invoice to the customer, the terms and conditions set forth in this document shall prevail. Customer's acceptance of shipment or performance and/or payment for any orders constitutes acceptance of all of Falcon's terms and conditions set forth in this document. Any additional, different or inconsistent terms proposed by customer must be agreed upon in writing by customer and Falcon, or are objected to in advance by Falcon. Falcon reserves the right, in its sole discretion, to refuse or reject any order at any time.

Terms

Payment is due net 30 days from date of shipment, subject to credit department approval. There will be a service charge of 1½% per month on all invoices past due. In the event Seller must use any collection agency, attorney or courts to effect collection with respect to amounts not paid by net 30

days from date of shipment, customer agrees, in addition to any other remedies provided herein, at law or in equity, to pay Falcon all reasonable and actual collection agency fees, attorney fees and court costs. If customer fails to make payment for orders or if in Falcon opinion customer's financial condition or other circumstances do not warrant shipment, Falcon may, at Falcon's sole option, in addition to any other remedies provided herein, at law or in equity, require assurance of customer's ability to pay or cancel customers' orders.

New Accounts

Initial orders under \$5,000 require full amount in advance. Orders over \$5,000 require 50% deposit to release for production.

Please send full credit information and references, and allow time for Credit Department approval.

Taxes

Falcon requires a State Resale/Exemption Certificate on file in our main office. Sales made without a resale/exemption certificate will be charged the appropriate sales tax as required by law.

Set-Off

Customer shall have no rights of set-off with respect to any amounts owed by Falcon to customer.

Samples

Samples will only be sent when a customer places a firm order with Falcon. Samples must be paid for in full and cannot be credited or refunded under any circumstances.

Returns

If a product must be returned for repair or replacement, please contact Falcon to obtain approval for the return. Buyer may not return any products without Falcon express prior written consent. Falcon will refuse products not approved for return in advance. Customer has the responsibility to appropriately pack returned products.

Cancellations/Changes

Orders may not be cancelled or changed without the written consent of Falcon, such consent may be withheld, granted or granted subject to conditions, service charges and/or price changes, in Falcon's sole discretion. Refunds of customer's deposits shall not be granted in any circumstances. In the event Falcon agrees to such a change or cancellation, Falcon may advise customer of the total charge for such change or cancellation, and customer agrees to pay such charges, including, but not limited to, storage and shipment costs, costs of producing non-standard orders, costs of purchasing non-returnable items, cancellation costs imposed on Falcon and its suppliers, and any other costs resulting from cancellation of this order by customer. Falcon may waive such costs in its sole discretion.

Delay

Seller shall not be liable for delays in performance caused by act of God, fire or other casualty, accident, riots, civil commotions, acts of war, excessive radiation, strike, shortage of labor or materials, governmental action or any other cause beyond the Seller's commercially reasonable control, and the time for the Seller's performance shall be extended by the period of such delay. No delivery dates for orders are guaranteed. Falcon reserves the right to apportion its production as it determines appropriate in its sole discretion to meet customer's needs. Falcon shall not incur any liability, whether direct, indirect, special, incidental, punitive, economic, consequential or otherwise (including, without limitation, loss of profits and/or loss of value), whether directly or indirectly, nor shall any order be cancelled because of delays in delivery.

Seller reserves the right to apportion its production among its customers as it may determine and any quoted delivery dates are estimated and are subject to change by Seller. Once production has commenced, the customer is required to take shipment. Customers will be charged public warehousing costs for completed orders that are delayed by customer. Falcon reserves the right to make delivery in installments, all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries.

Agent's Authority

Customer understands and agrees that no agent, employee or representative of Falcon has authority to bind Falcon to any affirmation, agreement, representation or warranty concerning the goods purchased from Falcon. Customer further understands and agrees that such affirmation of fact, promise, or representation made by any agent, employee or representative of Falcon shall not constitute a warranty or agreement unless specifically approved in writing by an authorized officer of Falcon.

Accepted orders will be acknowledged and customer is responsible for immediately reviewing the acknowledgement and notifying a sales representative of Falcon or Falcon Customer Service at 800-873-3252 of any discrepancies.