



TERMS AND CONDITIONS OF SALE

TERMS OF SALE: Sales Orders and Receipts are prepared by Greenable INC (Seller) in response to a client's (Buyer) written or verbal purchase order, and such order constitutes the agreement between Buyer and Seller, which cannot be modified or amended except in writing and signed by the party to be charged with the modification or amendment. All accounts and orders are payable in Philadelphia, Philadelphia County, Pennsylvania. All Sales are Final. Interest at 2% per month or the highest rate permitted by law, whichever is greater, shall be charged on all invoices commencing 15 days from the date of the invoice and materials are made available for pick-up or shipment, whether or not such pick-up or shipment has taken place. Such interest will be payable as part of the cost of the materials ordered.

TERMS OF SERVICE: Service Contracts and Work Orders are prepared by Greenable INC (Seller) in response to a client's (Buyer) written or verbal purchase order, and such order constitutes the agreement between Buyer and Seller, which cannot be modified or amended except in writing and signed by the party to be charged with the modification or amendment. All accounts and orders are payable in Philadelphia, Philadelphia County, Pennsylvania. Invoices are to be paid 50% before work commences and in full on the day work is completed. Interest at 2% per month or the highest rate permitted by law, whichever is greater, shall be charged on all invoices commencing 1 day from the date of completion whether or not a change order has been requested or issued. Such interest will be payable as part of the cost of the service ordered.

All services quoted and sold by Greenable are performed by subcontracted companies and appear on Greenable documentation for convenience purposes only. It is possible and should be expected that Greenable agents simultaneously work for or own companies performing services for Buyer, however this relationship does not signify joint liability under any circumstances, and any liability, warranty of service, or notification thereof is the sole responsibility of these companies and not of Greenable. It is the responsibility of Buyer to obtain any documentation relating to warranties, insurance, references, etc. of the contractor performing service whether or not this information is provided by Greenable or its agents at time of sale. In the event of a claim regardless of scope or value, it is the responsibility of Buyer to obtain contractor information and pursue claim. Buyer agrees to hold Greenable harmless indefinitely for any issues arising from fabrication, installation, maintenance, and any other service or use of its materials.

BUYER'S REMEDIES: All materials described herein and/or when estimated or invoiced are sold by Seller to the Buyer "as is." There are no warranties (except for warranties furnished and supported by the manufacturer) that extend beyond the description of the products as written in quotation, sales order, or receipt. Materials are to be inspected by Buyer or Buyer's agent prior to installation or use. Any claims for problems with materials must be made no later than three (3) business days after receipt of materials. Use constitutes acceptance and therefore absolutely no claims can be made after fabrication, installation, finish, or use.

DISCLAIMER: No warranties and representations set forth in the quotation, sales order, or receipt, whether expressed or implied in law are made, and in lieu of such warranties and representation, the sole responsibility of Seller, is as set forth herein, EXCEPT as otherwise specifically provided herein, Seller makes no representation or warranties as to the merchantability or fitness for a particular purpose whatsoever with respect to materials provided hereunder, and all such express implied warranties or representations are hereby disclaimed. All materials are subject to wear in high traffic areas, and caution should be used in selection and placement and proper installation. Care is to be exercised in selecting experienced fabricators and installers. Seller does not guarantee quantities of materials required. Buyer is responsible for installer verifying square footage and quantities of materials. Availability and prices are subject to change without notice.

All materials are, with no exceptions, to be installed, used, and maintained according to the manufacturers' specifications. Buyer is responsible for acquiring the proper documents before fabrication, installation, use, or maintenance whether or not they are provided by Greenable at time of sale.

Many of Greenable's materials are natural in composition, therefore variation in color, finish, consistency and wear is possible and should be expected. Under no circumstance is Greenable responsible for remediation of issues involving these characteristics and no returns or exchanges will be granted relating to such issues.

Color selection and interpretation for paint and coatings is the sole responsibility of the Buyer whether or not assisted by Greenable, its agents, designers, or installers. Greenable does not guarantee that tinted paint or coatings, either native or color-matched, will match any palette 100% correctly. Coverage range varies by color shade. Deep colors require multiple coats for true color representation and maximum hide. Greenable makes no claims as to the coverage range, workability, or durability of any paint or coating nor does Greenable warrant the performance or any other characteristic for any of its coating products (except where furnished and supported by the manufacturer).

LIABILITIES: Buyer agrees that Seller shall not be held liable for any consequential, incidental or special damages under any circumstances which includes any related cost of fabrication, installation, finishing, removal or labor. Buyer further agrees that under no circumstances shall the liability of Seller, for any loss or damage relating to or arising out of the materials provided hereunder exceed the amount invoiced to and actually paid by Buyer.

ATTORNEY'S FEES: If Seller is required to retain the services of an attorney to collect sums due and owing hereunder or to protect its other rights under this invoice, whether suit is filed or not, Seller shall be entitled to recover all costs incurred in such litigation, including attorney's fees at the trial and appellate level.

SAMPLES: Samples can only provide a general idea of color and structure of material and have no binding value. Variations are natural characteristics and do not give Buyer right to cancel order or to claim any damages. Materials are to be inspected by Buyer or Buyer's agent upon receipt.

RETURNS OR CANCELLATIONS: Seller's policy is as follows: No cancellations once payment is made. 1) 30% restocking fee on currently stocked items only 2) No exchange or return on tinted paints and coatings, ordered materials or cabinetry, special sale materials, or after thirty (30) days from date of invoice or Receipt on stock items. Returns of any nature must be in original closed box, packaging or crate and have prior approval of Seller. Materials authorized for return are to be returned to Seller at Buyer's expense and accompanied by copy of original order. Authorized returns will be given in-store credit only. No cash refunds.

SHIPPING AND DELIVERY: Buyer must provide the Seller with proper ship to and delivery information. The Seller is arranging shipping and delivery of materials sold to Buyer. Only curbside delivery provided unless otherwise agreed to by shipping company. Risk of loss shall shift to the Buyer once the materials are delivered to the Buyer's destination as set forth in this agreement. Cost of delivery and insurance is the responsibility of the Buyer.

STORAGE FEES: All materials not picked up within fifteen (15) days from date of sales order or receipt shall incur storage fees amounting to \$.60 per square foot per day or \$25.00 per day, whichever is greater, and such fees will be paid as part of the cost of materials. Materials invoiced from Seller's currently stocked items may be canceled without prior notice to Buyer after 15 days from invoice date, at the sole discretion of the Seller. Special order items are subject to the above terms and are non-cancelable. Seller is not responsible for invoiced materials left in its showroom or warehouses past 30 days from date of sales order.

FORCE MAJEURE: Seller shall not be liable for failure to deliver or delays in delivery of materials occasioned by strikes, lockouts, fires, inability to obtain materials or shipping space, breakdowns, delays of carriers or suppliers, governmental acts or regulations, and other causes beyond the control of the Seller. All claims for delays, damages or losses suffered in transit shall be made by Buyer directly to the transportation company unless otherwise agreed to by Seller.

GOVERNING LAW, JURISDICTION AND VENUE: These terms and conditions of sale shall be governed by and construed according to the laws of the State of Pennsylvania. Buyer consents to personal jurisdiction and venue in Philadelphia County, Pennsylvania in the event of any litigation arising under this contract or which in any way relates to the materials sold by the Seller to the Purchaser.

MODIFICATION: These terms and conditions of sale shall not be modified or terminated orally, and no modification or termination of any of its provisions shall be valid unless evidenced in writing signed by the party against whom such claimed modification or termination is sought to be enforced.

ENTIRE AGREEMENT: These terms and conditions of sale together with the Seller's estimate or sales order constitute the entire agreement between the parties, as well as any and all current and future sales orders on account. All prior proposals, negotiations or representations regarding this transaction are merged therein and superseded hereby.

Transaction No: _____

Buyer agrees to Terms and Conditions of Sale: BUYER'S Signature: _____

BUYER'S Printed Name: _____

SELLER'S Name: _____