

TERMS AND CONDITIONS OF SALE

Our acceptance of buyer's purchase order is expressly made conditional on buyer's consent of the following terms and conditions:

Payment Terms: Reflected on each invoice Should Murray Feiss Import LLC find it necessary to utilize the services of a collection agency and/or an attorney to secure payment of any invoice, the purchaser will be responsible for any and all fees, court costs, etc. Murray Feiss Import LLC will have the right to impose finance charges up to the maximum amount as defined by New York State law.

Freight: F.O.B. Bronx, NY

Prepaid Freight: We will prepay freight providing your order totals NET \$1,500.00. If an order qualifies, then all items on that order qualify, including backorders. To Hawaii and Alaska direct, order must NET \$5,000.00. To Freight Forwarder in any of the 48 attached States order must NET \$1,500.00 Policy remains in effect, but is currently under review and likely to change soon.

Drop Shipments: Requests for drop shipments outside normal trading areas are subject to approval by Murray Feiss. A \$15.00 handling charge will be applied on all drop ship orders.

Handling Charge: Any order under \$200.00 will be charged a \$15.00 handling charge and parts orders will be charged a \$7.50 handling charge.

Break Pack Charges: \$5.00 per unit.

Deductions: Under no circumstances shall a purchaser assume settlement via deduction from any remittance due. Unauthorized deductions will be charged back to the purchaser. We will promptly issue credit memos to cover authorized returns or other agreed to adjustments. Application of such credit memo is the only method of settlement allowed other than payment in full.

Claims: Should damage occur in transit, do not refuse to accept the shipment, as this will cause unnecessary delays and added expense. Obtain the delivering carrier's notation of damaged merchandise and file all claims within ten (10) days (except UPS) with the transportation company. Claims made to Murray Feiss Import LLC more than 90 days from the invoice date will not be honored.

United Parcel Deliveries: If damaged goods are received, notify our office immediately. If damage is discovered at time of delivery, do not accept goods. If discovered after the driver leaves, hold goods and packing material and notify UPS to make an inspection. Claims made more than 90 days from the invoice date will not be honored.

Oversized Cartons: The minimum charge for a package measuring 84" in length and girth combined, will be equal to the charge for a package weighing 30lbs.

Prepack of Lamps and Shades in One Carton – Additional Charge of \$5.00 Per Lamp. This charge may be listed on the invoice as a miscellaneous charge or be added to unit price of the item.

Cancellations & Charges: All cancellations and changes to an order must be faxed to our Customer Service Department prior to shipment.

Confirmations: Must be clearly marked as such to prevent duplication.

Return of Merchandise: Returns are authorized at the sole discretion of Murray Feiss Import LLC and will only be accepted with an authorized RMA#. Our office will fax you within 24 – 48 hours. No return will be accepted without this number. Any unauthorized returns will be subject to a Re-stocking Fee of up to 100%. The authorization of any return shall not be interpreted as a precedent requiring Murray Feiss Import LLC to authorize the return of any other merchandise.

Revision to Terms and Conditions of Sale: May be changed without prior notice at the sole discretion of Murray Feiss Import LLC.

Rev. 2/08



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