

The following terms and conditions of sale shall apply to any sale of goods and/or products (“Goods”) by 9177-4604 Québec Inc. (Perez Furniture) (hereinafter “Perez”). The consumer and/or customer (the “Customer”) shall be deemed to have full knowledge of the terms and conditions herein and such terms and conditions shall be binding once an order has been made and accepted by Perez, whether or not Customer has signed the purchase order for the Goods

1. INCONSISTENCY

1.1 In the event of any conflict or inconsistency between the terms and conditions of sale herein and the terms and conditions contained in Customer’s order or in any other form issued by Customer, whether or not any such form has been acknowledged or accepted by Perez, Perez’ terms and conditions herein shall prevail.

1.2 No waiver, alternation or modification of these terms and conditions shall be binding upon Perez unless made in writing and signed by a duly authorized representative of Perez.

2. QUOTATIONS

2.1 Unless otherwise stated, Perez’ quotation shall be null and void unless accepted by Customer within thirty (30) days from the date of quotation.

2.2 There shall be an additional five percent (5%) charge for any “white” fabrics chosen for Goods.

3. ORDERS

3.1 Customer cannot modify, cancel or otherwise alter an order after receipt of the order by Perez, without Perez’ written consent.

3.2 Any such modification, cancellation or alteration shall be subject to conditions as negotiated at such time, which may include a cancellation fee.

3.3 No modification to an order can be made once the Goods have been manufactured.

4. DEPOSIT

4.1 In order to activate an order, Customer shall be required to pay Perez, as a deposit, fifty percent+ (50%) of the value of the Goods ordered.

4.2 For all Goods purchased in the showroom, the purchase price must be paid in full prior to delivery.

4.3 Any promotional offers cannot be used or combined with any other promotional offers or sale items

5. TERMS OF PAYMENT

5.1 Unless otherwise stated in the order accepted by Perez, all invoices are payable prior to delivery.

5.2 All overdue amounts shall be interest at the rate of eighteen percent (18%) per annum.

5.3 Interest shall be calculated as and from twenty-one (21) days from the date Perez notifies the Customer that the Goods are ready for delivery.

6. SHOWROOM SALES

6.1 All Goods available in Perez’ premises (i.e. that do not need to be manufactured) must be paid in full at the time the order is placed.

6.2 All in-house or showroom sales, including floor models, are purchased on a “as is” basis.

7. FABRIC

7.1 In the case of fabric supplied by the Customer, the Customer shall provide Perez with all technical specifications for approval prior to ordering.

7.2 Perez shall not be held liable for any defects resulting from the use of fabric supplied by the Customer or any fabric not part of the Perez standard collection.

7.3 All fabric materials present certain characteristics that render them unique. As a result, small variations in texture and grain that can be found in fabrics are normal.

7.4 As a result, Perez does not ensure the uniformity or matching of related pieces of various surfaces of the same item.

7.5 Customer acknowledges and agrees that samples of materials provided are only a source of reference and are not intended to be a representation or guarantee that the Goods, when manufactured, will be identical to the sample.

8. TRANSPORTATION

8.1 For all orders over \$2,500.00 (before taxes), which are to be delivered on the island of Montréal, transport charges are included.

8.2 However, in the event the location of the delivery is not "easily accessible" (e.g. service elevator are not large enough), then additional charges shall apply.

8.3 Transportation charges will apply for orders less than \$2,500.00 (before taxes) and shall be quoted separately.

8.4 All deliveries shall be to a ground level of building or home, otherwise additional charges may apply.

8.5 It is the Customer's responsibility to ensure that the Goods chosen can enter the location where same are to be delivered and that any restrictions are clearly identified and made known to Perez prior to delivery.

9. TAXES

9.1 Prices do not include Goods & Services Tax and Provincial Sales Tax, which shall be added to the price of the Goods purchased.

10. DELIVERY

10.1 Delivery dates are approximate and Perez does not guarantee the date of shipment.

10.2 All deliveries shall be to a ground floor level of building or home, otherwise additional charges may apply.

10.3 Goods are delivered and deposited in the front entrance inside residence or commercial space.

10.4 It is Customer's responsibility to ensure easy access to the building and/or home.

10.5 It is Customer's responsibility to ensure that the goods can enter the building and/or home and that if the use of an elevator is required, that the elevator is reserved by the Customer beforehand.

10.6 Time shall not be considered of the essence.

10.7 Perez shall not be liable for any delay in delivery or any other default due to occurrence such as, but not limited to, fire, flood, strike, shutdown, failure to secure materials or labour from usual sources of supply, "force majeure", delays occasioned by any subcontractors or any other circumstance beyond Perez' control which shall prevent Perez from performing in a normal and usual course of its business.

10.8 Any delays resulting from the foregoing shall automatically extend the time for performance by Perez.

11. CUSTOMER FAILS TO TAKE DELIVERY

11.1 In the event the Customer fails to take delivery of the Goods after twenty-one (21) days from the date he/she is notified that the Goods are ready to be delivered, Perez shall be entitled to charge a reasonable storage fee until the Goods are delivered. However, after three (3) months, Perez shall have the right to consider the order cancelled and to retain the Goods and any monies paid on account as liquidated damages.

12. CLAIMS AFTER DELIVERY

12.1 Except for Perez' obligations stated under "Warranty" herein, Perez' responsibility for Goods ceases upon delivery to the Customer at the address stated in the purchase order or quotation. Any claims regarding the Goods sold must be made in writing within ten (10) days after receipt of the Goods by Customer. If Perez does not receive notification of such claim within ten (10) days, it shall be conclusively presumed that the Goods were delivered in good condition and in accordance with the purchase order. Unless agreed upon otherwise in writing, Perez reserves the right to make partial

shipments and to submit invoices for partial shipments

13. TITLE

13.1 Title to the Goods shall not pass from Perez to Customer until all payments due hereunder have been duly made. If default is made in any of the payments herein, Customer agrees that Perez may retain all payments which have been made on account of the purchase price as liquidated damages, and Perez shall be free to enter the premises where the Goods may be located and remove them as Perez' property, without prejudice to Perez's right to recover any further expenses or damages Perez may suffer by reason of such non-payment.

14. LIABILITY

14.1 Save and except for any warranty obligations of Perez hereunder, Perez shall not be liable for, and shall be held harmless by Customer from, any damage, losses or claims of whatever kind, contractual or delictual, consequential or incidental, direct or indirect, arising out of, in connection with or resulting from the sale governed hereby or the Goods, including, but without limitation, the manufacture, repair, handling, installation, possession, use, operation or dismantling of the Goods and any and all claims, actions, suits, and proceedings which may be instituted in respect to the foregoing.

15. WARRANTY AND EXCLUSIONS

15.1 Goods sold hereunder are covered by a warranty against defects in material and workmanship, provided the Goods are subjected to normal use. The applicable warranty period is

Frames: 5 Years Limited Warranty

Spring and Webbing 1 Year Limited Warranty

Foam 1 Year Limited Warranty

Mattresses & Mechanisms - 1 Year Limited Warranty, The mattress cover material is excluded from this one year warranty. Exposed Wood - 1 Year Limited Warranty, from the date of delivery. The obligation under this warranty is limited to the repair

or replacement, at Perez' option. Customer shall assume all responsibility and expense for returning the defective Goods and for its return. Perez makes no warranty other than the ones set forth herein.

15.2 The warranty ceases to be effective if the Goods are altered or repaired other than by persons authorized or approved by Perez to perform such work. The warranty also ceases to be effective in the case of negligence, misuses, accidents or improper maintenance nor does it apply to normal aging or repair of the Goods, including, but not limited to, stretching of any covering (leather, fabric or other), the results from its use, or the discoloration of any Goods, or any part thereof, that result from an exposure to light.

15.3 Customer also acknowledges that all fabrics present certain characteristics that render them unique. The small variations in texture and grain that can be found in these fabrics are normal and emphasize their authenticity. Due to this fact, Perez does not warrant the uniformity or matching of related pieces or various surfaces of same item. Moreover, the Customer acknowledges and agrees that the samples of fabric provided are only a source of general reference and are not intended to be representations or guarantees that the final Goods will be identical to the sample.

16. FORCE MAJEURE

16.1 Perez shall not be responsible or liable for any loss or damage incurred by Customer herein resulting from causes beyond the reasonable control of Perez including, but without limitation, acts of God, war, invasion, insurrection, riot, the order of any civil or military authority, fire, flood, weather, acts of the elements, delays in transportation, unavailability of equipment or materials, breakdown, sabotage, lock-outs, strikes or labour disputes, faulty castings or forgings, or the failure of Perez' suppliers to meet their delivery promises. The acceptance of delivery of the Goods by Customer shall constitute a waiver of all claims for loss or damage due to any delay whatsoever.

17. TERMINATION

17.1 Perez may terminate this Agreement in the event of a breach of the Customer of any of its

obligations hereunder, in particular, failure to take delivery of the Goods and/or pay for said Goods.

17.2 However, prior to termination, Perez shall give the Customer a delay of ten (10) days to remedy a default.

17.3 Termination of this Agreement shall be without prejudice to any of Perez' other rights, remedies and recourses.

18. GOVERNING LAW

18.1 The laws of the Province of Québec shall govern the validity, interpretation and enforcement of these terms and conditions of sale and of any contract of which these terms and conditions are a part.