

Terms and Conditions

All product is acknowledged and invoiced FOB Norcross, GA 30071. Product pricing is for product only and does not include freight, delivery, installation, or custom crating if required. Prices, specifications and materials are subject to change without notice. Dimensions as shown in Tenjam literature can vary. Special quotations are valid for a minimum of thirty days.

Due to the handmade nature of Tenjam products and variables in covering all weights, dimensions, descriptions and illustrations contained in Tenjam literature, price lists or advertisements are close approximations and subject to variation. Such materials are only intended to give a general description of the goods and any variations shall not be part of or void any of the Terms and Conditions of sale.

PAYMENT TERMS: All orders require a 50% deposit due prior to production scheduling. The balance, including any and all additional charges, in full is due 15 days from the factory ship date. On all balances outstanding longer than thirty days from the acknowledged ship date we will charge Storage Fees at 1 1/2% per month or part thereof on the current net purchase order amount. The annual rate is 18% for storage. This will be billed monthly and due within 14 days from the sent invoice date. All storage fees need to be paid in full prior to shipment from Tenjam. If storage fees go unpaid for longer than 90 days, Tenjam has the right to resell the merchandise and the Purchaser waives their right to any refund of monies already paid on the order. Tenjam, Inc. reserves the right to establish authorized dealers and extend payment terms and appropriate lines of credit. A payment received by Credit Card will result in a 3.30% payment processing charge.

ORDERING: All orders must be received, accepted and acknowledged via email from the address CustomerCare@Tenjam.com. No other office or representative has the authority to accept orders on behalf of Tenjam.

Acceptance of order is based on the expressed condition that Purchaser agrees to all of the Terms and Conditions as outlined by Tenjam as evidenced by delivery of acknowledgement, invoice and product. This is the complete agreement and no terms or conditions modifying the same will be valid unless modified in writing and signed by approved officers of both the Purchaser and Tenjam. Shipment by Tenjam in no way is an acceptance of any change in terms and conditions that Purchaser might note on their purchase order or subsequent documents that conflict or are inconsistent with Tenjam Terms and Conditions.

CHANGE ORDERS AND CANCELLATIONS: Cancellations or changes to an order will not be accepted without factory approval. Once materials have been procured for production, any approved cancelled order is subject to a minimum 25% cancellation charge. The cancellation charges will be determined by Tenjam and could be as high as 75% of the Current Net Purchase Order Amount depending on the extent of work completed.

SHIPPING RESPONSIBILITY: All shipments are delivered to the transportation company in good condition, as evidenced by a clean Bill of Lading, at which time title passes onto the Purchaser along with all risk for loss or damage and Tenjam's responsibility ends. A signed Bill of Lading is confirmation by the carrier that they have accepted responsibility for delivering the products in the condition in which they were received. Responsibility for

damage occurring in-transit is the Purchaser's as is making all claims. Upon delivery all exceptions must be noted and the packages opened at once if the conditions of the cartons or crates appear compromised. The receiving warehouse acts as agent for the Purchaser and is responsible to note any damage and assist the Purchaser in filing a claim. A signed Bill of Lading indicates that the products were received in good condition unless otherwise noted on the Bill of Lading. In no circumstances is Tenjam responsible for freight damage and claims.

All claims as to breakage, damage, or shortage must be made and adjusted with the transportation company. When accepting blanket wrapped delivery, carefully inspect all pieces and note any damage on receipts or Bill of Ladings. Promptly file any claim with the transportation company. When accepting cartoned shipments, note any external carton damaged since you are entitled to make claims for concealed freight damage bearing in mind the need for processing a timely claim. Take photos and keep damaged cartons for inspection along with a signed Bill of Lading indicating the damage claimed. In any event, furniture should be inspected within 48 hours of receipt. Claims must be made within five days of receipt of merchandise. Regardless of any damage claims, adjustment or final adjudication of claims, Tenjam invoices are due in full as presented.

If merchandise is refused for any reason the receiving warehouse should inform Tenjam promptly. Any claims must be made in writing to Tenjam at customercare@tenjam.com within 48 hours after receipt.

Tenjam cannot guarantee the arrival time of any shipment. Acknowledged ship dates and delivery dates are estimates only. Tenjam shall not be liable for delays in completion or shipment or default in delivery for any reason of force majeure or for any cause beyond its reasonable control including raw material or labor issues. In the event of any delay in Tenjam performance, due in whole or in part to any cause beyond Tenjam's reasonable control, Tenjam shall have such additional time for performance as may be reasonably necessary under the circumstances. Acceptance by Purchaser of any goods shall constitute a waiver by Purchaser of any claim for damages caused by any delay in delivery of Tenjam product.

MERCHANDISE RETURNS: No merchandise may be returned to Tenjam without proper factory authorization from customercare@tenjam.com. All return freight must be prepaid by the Purchaser. Purchaser will be reimbursed by Tenjam for reasonable return shipping fees only if the merchandise is covered under Tenjam warranty. Tenjam will replace merchandise that is covered under the Tenjam warranty at the full cost of Tenjam. Merchandise will not be accepted if shipped collect or without a proper RAN (Return Authorization Number).

PREPAID FREIGHT SHIPMENTS: Unless otherwise requested, Tenjam will arrange to ship prepaid freight and or delivery which is invoiced with a handling charge. Tenjam recommends using a qualified receiving warehouse to receive and inspect product. Shipments returned to Tenjam due to delay by Purchaser or failure to accept delivery will require Purchaser to pay all additional costs incurred by Tenjam including but not limited to additional freight, handling and storage charges. All freight and delivery charges are proforma and due with the final invoice before product will be released for shipment.

Purchaser may choose to make their own freight and delivery arrangement for which

Tenjam must be notified of the specific details and such arrangements at time of order placement. Forty-eight (48) hour advance notice of pick up and confirmation from customercare@Tenjam.com is required.

SALES, USE TAX AND OTHER TAXES: Unless specific arrangements to the contrary have been made, all sales assume that payment of any sales, use or miscellaneous taxes whether Federal, State or Local Jurisdictions is the responsibility of the Purchaser. As such, all pricing is exclusive of any taxes whatsoever.

FIRE CODES: Tenjam products are manufactured in compliance with California Technical Bulletin 117-2013 specifications. All furniture is manufactured with polyurethane foam which, when ignited, will emit harmful fumes.

COLOR MATCH PROGRAM: Tenjam will “color match” Tenjam ColorShield(tm) finished coatings to a dry paint sample provided by the Purchaser. Tenjam prefers color codes by Pantone, RAL, Sherwin Williams, or Benjamin Moore. Tenjam coatings are a different material than the paint sample provided so the final coating color will be “SIMILAR” to a paint sample but NOT A “MATCH.” There is a color match fee of \$200 per color and a fee of \$100 per custom color when reordering.

CUSTOM PRODUCTS: Due to the flexible nature and manufacturing capabilities of Tenjam, most Tenjam products can be custom sized and colored to purchaser specifications. Tenjam also has the flexibility and capability to create unique one of a kind products for project specific requirements. Custom design work will be charged to the Purchaser at a rate no higher than \$33 per hour. In the event a Request For Quote is received by Tenjam requesting custom product design, the purchaser will be sent a separate agreement to approve and pay for product design time. Design time will be quoted based on project scope. All designs created are owned by Tenjam and can be reproduced by Tenjam at any time.

WARRANTIES: Tenjam warrants its products to be free of defects in materials and workmanship for a period of 3 Years from date of shipment. All warranties assume normal and correct product usage. We accept no liability for damage due to misuse or excessive wear and tear, including punctures or cuts, intentional or unintentional. Warranty does not cover damage due to jumping, standing, or walking on the furniture. Tenjam offers coatings for either indoor or outdoor use and correct product specification for particular application is the responsibility of the purchaser. Indoor specified products have a voided warranty if used outdoors.

The repair, replacement or prorated rebate of the full purchase price, chosen at the option of Tenjam constitutes the full liability of Tenjam and is the sole remedy of the Purchaser. This warranty does not cover any costs for labor, removal, installation or freight of items covered by warranty. Replacement product will be replaced within standard lead times. Tenjam assumes no liability for commercial loss or consequential damages or expenses directly or indirectly that may arise as a result of any product defect or fault regardless if such claim is a result of a breach of contract, warranty, negligence or any other act. It is understood that these limitations of remedy and liability are part of the Terms and Conditions of purchase of Tenjam products and by placing an order the Purchaser accepts these limitations.

This constitutes the entire warranty and is in place and in lieu of all other warranties of every

kind whether implied or expressed including, but not limited to the warranty of fitness for a particular purpose or warranty of merchantability.

PRODUCT CARE: Do not use harsh or abrasive chemicals for cleaning. Cleaning with mild soapy water is recommended when needed. Tenjam is not responsible for product damage caused by non-approved cleaning agents. Contact customercare@tenjam.com for an updated list of approved cleaning agents and approved hospital grade disinfectants. Products specified for indoor use contain a UV color stabilizer intended for normal indoor light condition. If you intend to place Tenjam products in direct sunlight, you need to order "outdoor" Tenjam products with an extreme UV color stabilizer intended for direct sunlight exposure.

If the ColorShield coating is accidentally punctured or torn, remove product from service immediately and repair area using a Tenjam's ColorShield Field Repair Kit, follow instructions closely. Products will need to be removed from service for at least 48 hours from the time of the repair. Small field repair kits are available by request from customercare@tenjam.com. The cost per kit is \$25.00 inclusive of postage in the USA and Canada. Tenjam is not responsible for product field repair costs. Repair material is clear in color. Custom colored repair kits are available for an additional fee. With approval and payment it may be possible to return a damaged product to Tenjam for a new coating application to restore to "like new" condition.

It is the Purchaser's responsibility to prevent liquid from entering the foam core of the product. In the event water or other liquids do penetrate the foam core, the owner shall remove product from service immediately and contact customercare@tenjam.com or 1(855)4-TENJAM for further instruction. Rubber or plastic objects left on the finish could potentially damage the finish.

REMEDIES UPON DEFAULT: If Purchaser fails to make payment in accordance with the terms of this agreement or otherwise fails to comply with any provision hereof, Tenjam may at its option, cancel any unshipped portion of an order, retain the goods and declare a forfeiture of the deposit as liquidated damages. Tenjam shall, in addition to other remedies available under any applicable Uniform Commercial Code or otherwise by law maintain the right to appropriate and apply the goods to payment due hereunder or proceed to sell or otherwise dispose of the goods at public or private sale for cash or credit provided the Purchaser shall be credited with proceeds of such sale when the proceeds are received by Tenjam. If any notification or intended disposition is required by law, such notification shall be deemed reasonably and properly given if mailed at least ten days before such disposition, postage prepaid, to Purchaser. Tenjam may apply any proceeds of the goods to the payment of expenses and costs to exercise Tenjam's rights hereunder, and any balance of such proceeds shall be applied against Purchaser's account in such order as Tenjam shall determine in its sole discretion. Purchaser will remain liable for the balance of all unpaid accounts.

WAIVER: Waiver by Tenjam of any breach of these Terms and Conditions shall not be construed as a waiver or any other breach, and failure to exercise any right arising from any default hereunder shall not be deemed a waiver of such right at any subsequent time.

SEVERABILITY: In the event that any one or more of these terms or conditions is held invalid, illegal or unenforceable, such provision or provisions shall be severed and the remaining terms and conditions shall remain binding and effective.

CONTROLLING LAW: This agreement shall be deemed to have been executed and delivered at TENJAM, INC., 4455 Lower Roswell Road, P.O. Box 683143, Marietta, GA 30068. This agreement and all rights and obligations hereunder, including matters of construction, validity and performance shall be governed by the laws of the State of Georgia including the Uniform Commercial Code as enacted in that jurisdiction. All disputes shall be filed with the American Arbitration Association in Atlanta, Georgia and governed by the rules of AAA. All decisions made in the arbitration will be considered binding and an entry of judgment shall be deemed to the prevailing party. The prevailing party shall pay attorney fees and cost. Any judgment rendered by the arbitrator may be entered in any court having jurisdiction.