

Terms and Conditions of Sale

Understanding

Unless otherwise stated by Manifesto Inc. ("Manifesto"), any proposal and/or any resulting contract between Manifesto and a customer of Manifesto ("Buyer") or representative of Buyer ("Agent") will be subject to the following terms and conditions. These terms and conditions represent the complete agreement of the parties, and no terms or conditions in any way adding to, modifying or otherwise changing the provisions stated herein shall be binding upon Manifesto or Manufacturer (as defined below) unless made in writing and signed by an officer of Manufacturer and an officer of Manifesto. No modification of any of these terms will be effected by Buyer's purchase order, shipping request or similar forms containing terms and conditions conflicting or inconsistent with the terms herein.

Order Subject to Acceptance

Acceptance of orders is based on the express condition that Buyer and/or Agent agrees to all of the terms and conditions contained herein, and the placing of any order by Buyer or Agent will constitute Buyer and/or Agent's agreement to these terms and conditions. In addition, all orders for goods are subject to acceptance by the manufacturer of the product line ("Manufacturer"). Order acceptance will be acknowledged by the issuance of an Order Confirmation. Please review the Order Confirmation and notify Manifesto immediately of any error. Manifesto reserves the right to revoke an Order Confirmation in the event a product has been discontinued or will be unavailable for delivery in a reasonable time. Deposits received for a discontinued or unavailable item will be fully refunded. Manifesto reserves the right to not accept an order that is based on pricing or product specification errors either by the Buyer and/or Agent or contained in a Manifesto Order Quotation.

Quotations

Prices quoted are valid for (30) days from date of Order Quotation unless extended in writing. Manifesto reserves the right to change prices, dimensions and specifications without notice prior to order confirmation.

Prices

Manifesto's pricing for goods shall be disclosed to Buyer and/or Agent in written Order Quotation. All prices are quoted list unless noted otherwise, in U.S. dollars, and are FOB point of manufacture. Imported items are quoted FOB Manifesto's Chicago warehouse. Unless noted otherwise prices do not include shipping charges, in-transit insurance, sales or other applicable taxes, duties, storage charges, crating, local delivery, uncrating and/or installation.

Taxes

All taxes, duties and excises of any nature whatsoever now or hereafter levied by a foreign governmental authority, domestic governmental authority, whether federal, state or local, either directly or indirectly, upon the sale or transportation of any goods covered hereby shall be borne by the Buyer.

Payment Terms

A minimum deposit of fifty percent (50%) of the purchase price is required to initiate an order. Orders for textiles and in stock products require payment in full to initiate an order. All accounts shall be paid in full when invoiced. A service charge of the lesser of 1 1/2% per month or the maximum permissible rate will be added to all accounts not paid within thirty (30) days from the date of invoice. Buyer and/or Agent shall pay, or reimburse Manifesto for, all charges for transportation and delivery and all excise, order, occupation, use, sales or similar taxes, levies, charges or surcharges with respect to an order, and Buyer and/or Agent shall pay, or reimburse Manifesto for, all other expenses levied by any government authority, whether federal, state or local, either directly or indirectly, applicable to the merchandise or services sold by or through Manifesto. All orders must be paid in full, including shipping, handling, packing, storage, taxes and service charges, prior to any release for shipment to Buyer and/or Agent.

Cancellation of Order

Goods within an order may be custom made or cut, processed, altered or treated to order specifications. As a result, orders are not cancelable after ten (10) business days, and goods are not returnable at any time. After ten (10) business days, any deposit made by Buyer and/or Agent in connection with an order is fully nonrefundable. Notice of order cancellation must be in writing to Manifesto within ten (10) business days and Buyer and/or Agent is responsible to obtain written confirmation from Manifesto of order cancellation within the (10) business day cancellation time period.

Changes to Order

Changes to an order must be in writing and require prior written approval from Manufacturer and Manifesto and are subject to the ability to make requested changes. Changes will not be approved once production has commenced. Approved Changes to Order will be subject, in addition to changes in the price of goods, to change, cancellation or stocking fees which may be up to 50% of the list selling price. Orders containing Customer's Own Material (COM) or Customer's Own Leather (COL) cannot be returned or credited after production has commenced.

Delivery Dates

All quoted completion and delivery dates are estimates only, and neither Manifesto nor Manufacturer shall be liable for any delay in shipment or receipt of goods. Please refer to Force Majeure.

Force Majeure

Neither Manifesto nor Manufacturer shall be liable for any delays in, inability to complete, or other default in any order for any reason or cause beyond Manifesto's or Manufacturer's reasonable control, including but not limited to (a) government action, war, riots, civil commotion, embargoes or martial laws, (b) Manifesto's or Manufacturer's inability to obtain necessary materials from its usual sources of supply, (c) shortage of labor, raw material, production or transportation facilities or other delays in transit, (d) labor difficulty involving Manifesto, Manufacturer or others, (e) fire, flood or other casualty, or (f) other contingencies of manufacture or shipment. In the event of any delay in Manifesto's or Manufacturer's performance due, in whole or in part, to any cause beyond Manifesto's or Manufacturer's reasonable control, Manifesto and Manufacturer shall have such additional time for performance as may be reasonably necessary under the circumstances. Buyer's and/or Agent's acceptance of any goods shall constitute a waiver by Buyer and/or Agent of any claim for damages on account of any delay in delivery of such goods.

Storage

Charges for storage will be assessed on goods not delivered, shipped or released to Buyer or Agent four (4) weeks after good's availability. Buyer and/or Agent shall assume all costs and risks to goods in storage and goods will be considered available for delivery for all purposes related to the Terms and Condition of Sale. Goods available for delivery but not scheduled for delivery within 10 business days or accepted for a term of storage must be inspected by Buyer and/or Agent for defects, errors and/or shortages or omissions. Failure of Buyer and/or Agent to notify Manifesto in writing of defects, errors and/or shortages or omissions constitutes full acceptance of the goods.

Title/Risk of Loss

Delivery of goods to a carrier for delivery to Buyer and/or Agent shall be deemed to constitute delivery to Buyer and thereupon title to such goods, and risk of loss or damage, shall be Buyer's. Buyer and/or Agent shall inspect goods upon receipt and any claim by Buyer and/or Agent against Manufacturer or carrier for shortage, damage or defect occurring prior to such delivery must be made in writing to Manufacturer or Carrier within twenty-four (24) hours after receipt of shipment and accompanied by original transportation bill noting that the Carrier received the goods from the Manufacturer or warehouse in the condition claimed. After such period, all goods will be deemed accepted, except as such notice in writing has been timely given. Acceptance by Buyer and/or Agent of any goods shall constitute a waiver by Buyer of any default or claim for damages on account of such goods. Please refer to Delivery & Receiving Requirements.

Method of Shipment

Manufacturer will determine product shipment methods and carriers unless otherwise agreed by all parties. Any shipments returned to Manufacturer or Manifesto, including but not limited to such returns as a result of Buyer's and/or Agent's improper failure to accept delivery or otherwise accept the goods, will require Buyer and/or Agent to pay all additional costs incurred by Manufacturer and/or Manifesto, including shipping and storage fees.

Shipping, Delivery and Install Charges

Unless noted otherwise shipping, local delivery and installation are additional and will be added to the final balance. These charges are due in addition to any product balance due prior to shipping, delivery or installation.

Packing & Crating

Specialized packing or crating in excess of a Manufacturer's standard is not included in our product pricing.

Partial Deliveries

Partially filled orders will be invoiced and available for shipping, delivery, installation or storage, per the Terms & Conditions of Sale, as though the order were fully completed.

Showroom Samples

Manifesto will occasionally sell showroom display goods. These goods are non-returnable and are sold in "as is" condition.

Customer's Own Material (COL)/Customer's Own Leather (COL)

COM/COL pricing include labor for applying or upholstering products with Buyer's fabric or leather. COM/COL shipping charges and any import duties for imported or domestic goods is not included and will be added to the order balance. COM/COL shipped by the Buyer or Agent must be in accordance with Manifesto and its Manufacturer's packing, shipping and labeling requirements. Manufacturers have specific COM/COL guidelines and it is the Buyer or Agent's responsibility to provide proper materials and quantity to meet the Manufacturer's requirements. Manufacturer will require COM/COL sample for approval and Manufacturer reserves the right to reject any COM/COL that is considered improper for any reason. Manifesto and Manufacturer accept no responsibility for any complaint arising from appearance, durability, quality, fading, placement or performance of COM/COL. The Buyer or Agent is responsible to advise Manifesto and Manufacturer in writing of any specific requirements as to special alignment, placement of or detail, front or back of the COM/COL, otherwise COM/COL will be installed according to Manufacturer's own guidelines based on standard yardage/square feet requirements.

Finish & Fabric Samples

Manufacturer finish and fabric samples are only representative of the color and overall appearance and cannot be guaranteed as exact matches. Fabric, wood, stone and metals vary based on irregularities of manufacture, color, surface, finish, grain and texture.

Custom Finishes & Sizes

Custom size, color, material or finishes to match a Buyer's request may be available from a manufacturer at an additional charge. Charges for size modifications, finish sample matches and/or material changes will be provided after review by Manufacturer. Sample for approval will be provided to Buyer or Agent for review. Production of goods will not commence until Manifesto's receipt of written approval of price and sample from Buyer or Agent. Finish and materials are subject to variances as noted in "Finish & Fabric Samples" above.

Warranty and Disclaimer

Individual Manufacturers provide specific warranties for their products. Please inquire for a particular Manufacturer's warranty policies. COM/COL is not warranted by Manifesto or its Manufacturers. No warranty will apply to damage or misuse, accidents, abuse, neglect, mishandling or wear resulting from normal use. Goods determined to be defective will be replaced within the normal time period required to reorder and manufacture the same product.

Limitations of Liability

Neither Manifesto nor Manufacturer shall be liable for special, punitive, incidental or consequential losses, damages or expenses, directly or indirectly arising from the services of Manifesto or Manufacturer arising from the sale, handling or use of any goods, or from any other cause with respect to the services or goods of, or obtained by, Manifesto or Manufacturer, whether such claim is based upon breach of contract, breach of warranty, strict liability in tort, negligence or any other legal theory. Further, in no event shall Manifesto or Manufacturer be liable for any damages or other amounts for any reason whatsoever in excess of the purchase price of the goods and services ordered by Buyer or Agent. Manufacturer's liability may be

further limited, as per the terms of the Manufacturer's warranty. Any claim by Buyer or Agent with reference to the services of Manifesto or any goods sold shall be deemed waived by Buyer and/or Agent unless submitted to Manifesto and/or Manufacturer, as applicable, in writing, within thirty (30) days from the date Buyer and/or Agent discovered, or should have discovered, any claimed breach.

Remedies Upon Default

If Buyer and/or Agent fails to make payment in accordance with the terms herein or otherwise fails to comply with any provision hereof, Manifesto may, at its option, cancel any unshipped portion of an order, retain the goods and declare a forfeiture of the deposit as liquidated damages. Manifesto shall also (in addition to other remedies available) have the right to appropriate and sell the goods and apply the amounts collected to any payment due to Manifesto, Manufacturer and/or the payment of any expenses and costs to exercise Manifesto's rights hereunder, as Manifesto shall determine in its sole discretion. Buyer and/or Agent will remain liable for the balance of all unpaid accounts.

Drawings, Plans, Dimensions, Samples

All drawings, plans and designs created by Manifesto and/or Manufacturer shall remain the property of Manifesto and/or Manufacturer. All drawings, descriptions, dimensions and illustrations provided by Manifesto or Manufacturer, including in any price lists, catalogs or advertisements, are close approximations only. Any examples or samples exhibited or provided to Buyer and/or Agent are for general informational purposes only. Nothing in any drawings, descriptions, illustrations, lists, advertisements, catalogs or samples shall be deemed to create a representation or warranty or serve as the basis for any claim against Manifesto or Manufacturer. In addition, furniture, lighting, accessories, rugs, textiles or other goods may be handmade or specially treated or processed and are subject to slight variations, which Buyer and/or Agent acknowledges and agrees to.

Waiver

Waiver by Manifesto or Manufacturer of any breach of these terms and conditions shall not be construed as a waiver of any other breach, and failure to exercise any right arising from any default hereunder shall not be deemed a waiver of such right which may be exercised 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.

Governing Law

This agreement shall be deemed to have been executed and delivered at Manifesto, Inc., 230 West Superior Street, Chicago, Illinois 60654. 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 Illinois including the Uniform Commercial Code as enacted in that jurisdiction, without giving effect to the principles of conflicts of law thereof. All disputes shall be filed with the American Arbitration Association (AAA) in Chicago, Illinois and governed by the rules of the AAA. All decisions made in the arbitration shall be binding and an entry of judgment shall be deemed to the prevailing party. Any judgment rendered by the arbitrator may be entered in any court having jurisdiction. Attorney fees and related costs shall be awarded to the prevailing party.