

PHOENIX TERMS AND CONDITIONS

1. **F.O.B. POINT OF ORIGIN:** FACTORY – SAN DIEGO WAREHOUSE. WILL CALL OR 3RD PARTY BILLING ONLY. PREPAID AND ADD SHIPMENTS WILL BE BILLED AT A 25% SURCHARGE. PRODUCTS NOT PICKED UP AFTER FIVE (5) BUSINESS DAYS FROM EXPORT WILL BE SUBJECT TO STORAGE FEES.
2. **FREIGHT TERMS:** THE CLIENT IS RESPONSIBLE FOR SHIPPING ALL PRODUCTS TO THE FINAL DESTINATION. PHOENIX LTD. WILL PACK ALL PRODUCTS WITH PACKING FOAM AND STRETCH FILM. ANY ADDITIONAL PACKING REQUIREMENTS ARE SUBJECT TO AN UPCHARGE.
3. **CRATE CHARGES:** MAY BE APPLICABLE IN ADDITION TO PRICE, UNLESS OTHERWISE NOTED. ALL LTL SHIPMENTS WILL HAVE A 12% PACKAGING FEE TO INCLUDE PALLETS FOR ALL ITEMS; FULL TRUCKLOAD SHIPMENTS WILL HAVE A 10% PACKING FEE FOR CARTONS.
4. **FREIGHT CLAIMS AND PRODUCT DAMAGES:** ALL PRODUCTS ARE FULLY INSPECTED PRIOR TO SHIPPING. THE CONSIGNEE SHOULD IMMEDIATELY INSPECT ALL MERCHANDISE CAREFULLY AND FILE ALL DAMAGE AND SHORTAGE CLAIMS DIRECTLY WITH THE CARRIER. ALL FREIGHT DAMAGE MUST BE RECORDED ON THE BILL OF LADING OR PROOF OF DELIVERY AT TIME OF DELIVERY.
5. **LIMITED WARRANTY:** ITEMS COVERED UNDER THIS WARRANTY ONLY EXTEND TO THE ITEMS IN THIS PURCHASE ORDER. LTL PRODUCTS ARE SOLD WITH A WARRANTY AGAINST ANY AND ALL MANUFACTURING DEFECTS FOR ONE YEAR FROM THE DATE OF DELIVERY. THE DATE OF DELIVERY IS THE DATE THE PRODUCT IS REMOVED FROM THE PHOENIX FACTORY. THE WARRANTY DOES NOT EXTEND TO ANY DAMAGE CAUSED BY SHIPPING, ACCIDENT, MISUSE, ABUSE, OR ANY USE OTHER THAN ORDINARY WEAR AND TEAR. THERE A NO OTHER ORAL OR WRITTEN WARRANTIES, EXPRESS OR IMPLIED, BEYOND WHAT IS WRITTEN INTO THESE TERMS AND CONDITIONS. THIS WARRANTY EXTENDS TO THE ORIGINAL PURCHASER. WARRANTY HOLDER MUST CONTACT A CLIENT SERVICES REPRESENTATIVE AT PHOENIX LTD. IN WRITING AT THE ADDRESS SHOWN BELOW TO EXERCISE THIS WARRANTY. PHOENIX LTD. WILL THEN REPLACE THE DEFECTIVE ITEM. CONSEQUENTIAL DAMAGES ARE NOT RECOVERABLE UNDER ANY LEGAL THEORY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.
6. ALL ITEMS MEET OR EXCEED CAL BUL 117.
7. **PAYMENT TERMS:** 50% DEPOSIT DUE AT TIME OF SIGNING; REMAINING BALANCE DUE BEFORE DELIVERY OR OTHERWISE AS APPROVED BY PHOENIX LTD. MANAGEMENT.
8. **PRODUCTION LEAD TIME:** APPROXIMATELY (See information on quote) RECEIPT OF DEPOSIT, COM'S, FINISH SAMPLE APPROVALS, AND SHOP DRAWING APPROVALS. THIS LEAD TIME MAY BE ADJUSTED ONCE THE PURCHASE ORDER IS RECEIVED BASED ON PHOENIX LTD.'S ACTUAL PRODUCTION SCHEDULE. PRODUCTION TIME CAN BE RESERVED ON A CASE-BY-CASE BASIS.
9. ALL DINING CHAIRS AND BARSTOOLS MUST HAVE STRETCHERS. ANY CLIENT INSISTING ON "NO STRETCHERS" WILL BE REQUIRED TO PROVIDE A SIGNED WAIVER OF RELEASE OF LIABILITY. BARSTOOL STRETCHERS ARE NOT DESIGNED OR MANUFACTURED TO BE STOOD ON. WE WILL NOT BE RESPONSIBLE FOR BROKEN STRETCHERS DUE TO IMPROPER USE OR ABUSE.
10. SHOP DRAWINGS AND FINISH SAMPLES MUST BE RETURNED WITH THE DESIGNER'S ORIGINAL SIGNATURE OR THE OWNER'S ORIGINAL SIGNATURE.

11. ALL PRODUCTS ARE PRICED USING MAPLE OR BEECH HARDWOOD AND MAPLE OR BEECH VENEER UNLESS NOTED IN THE PROJECT QUOTE.
12. PRICING IS BASED ON RECEIVING ONE PURCHASE ORDER FOR QUANTITIES QUOTED. ALL PRODUCTS WILL BE PRODUCED IN ONE RUN AND SHIPPED WHEN COMPLETED. ANY DELAYS IN SHIPMENTS SHALL BE SUBJECT TO ADDITIONAL STORAGE CHARGES AND HANDLING FEES.
13. COM/COL TO BE SHIPPED DIRECTLY TO OUR RECEIVING WAREHOUSE, ATTN: PHOENIX LTD., 6190 FAIRMOUNT AVENUE, SUITE D, SAN DIEGO, CA 92120. ALL PACKAGES ARE TO BE SIDEMARKED WITH PROJECT NAME, PURCHASE ORDER NUMBER, AND ITEM NUMBER.
14. ALL CORRESPONDENCE SHALL BE DIRECTED TO: PHOENIX LTD., 6190 FAIRMOUNT AVENUE, SUITE D, SAN DIEGO, CA 92120, (619) 571-3241.
15. TO AVOID ANY DELAYS, A QUOTE NUMBER OR A COPY OF THE ACTUAL QUOTATION MUST ACCOMPANY ALL PURCHASE ORDERS.
16. ALL STATE, LOCAL, AND USE TAXES ARE THE END USER'S RESPONSIBILITY AND ARE NOT INCLUDED IN THE BID UNLESS SHIPPED WITHIN THE STATE OF CALIFORNIA.
17. ARBITRATION: THE PARTIES AGREE THAT ANY DISPUTES OR QUESTIONS ARISING HEREUNDER, INCLUDING THE CONSTRUCTION OR APPLICATION OF THESE TERMS, SHALL BE SUBMITTED TO ARBITRATION BETWEEN THE PARTIES WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, OF WHICH ANY HEARING OR MEETING SHOULD BE CONDUCTED IN SAN DIEGO, CALIFORNIA. PARTIES TO SELECT ONE MUTUALLY AGREED-UPON ARBITRATOR WITH AT LEAST FIVE (5) YEARS OF EXPERIENCE ARBITRATING BUSINESS DISPUTES. ANY ARBITRATION SETTLEMENT BY THE PARTIES SHALL BE DOCUMENTED IN WRITING. IF SUCH ARBITRATION SETTLEMENT MODIFIES THE LANGUAGE OF THIS AGREEMENT, THE MODIFICATION SHALL BE PUT IN WRITING, SIGNED BY BOTH PARTIES, AND ADDED TO THE AGREEMENT AS AN ATTACHMENT. JUDGEMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.
18. JURISDICTION/VENUE: PARTIES TO SUBMIT THE JURISDICTION OF THE STATE OF CALIFORNIA, WITH ANY DISPUTE TO BE HANDLED IN SAN DIEGO COUNTY.