



House Dressing Interiors Terms and Conditions

The following are the terms and conditions of House Dressing Interiors, herein after “House Dressing Interiors”, “Designer”, or “Designers”. Please read them carefully as they govern the Service(s), herein after “Project” provided to you, herein after “You” or “Client”.

DESCRIPTION OF SERVICES

House Dressing Interiors is a full-service interiors design studio and retail store. Services we provide include but are not limited to the general retail sale of home furnishings, art, gifts and accessories. Custom ordered furniture and upholstery are also available. Our interior design specific services include but are not limited to general design consultation regarding new construction, renovation projects and existing spaces, interior finish selection, furniture selection and placement, custom window treatments and other fabric related goods and staging.

MODIFICATION OF PRICING AND SERVICES

House Dressing Interiors reserves the right to, at any time, modify or discontinue a service (or any part or content thereof) without notice. Prices for any of the products we sell are subject to change at anytime without notice. House Dressing Interiors shall not be help liable by You or any third-party for any modification, price change, suspension or discontinuance of any Service(s).

DESIGN FEES

Design fees will be charged on an hourly basis by the Designer for each hour of chargeable service incurred. Chargeable services include, but are not limited to, time spent preparing for and reviewing with the Client: room/furniture layouts; design schemes for colors and fabrics; options for furniture, wall coverings, accessories, draperies, tiles, floor coverings, countertops, cabinetry, trim and other related items. Chargeable services may also include but are not limited to, communications (emails, text messages and phone calls) with the Client regarding all aspects of the Project and hours spent with other suppliers of materials and services which are not being purchased through the Designer, which may include but are not limited to, trim and cabinet carpentry, painting, electrical and plumbing fixtures and other items as requested by the Client and/or contractor. Travel time, general consultation time and time spent on installation of the design elements are also considered billable time. Please contact House Dressing Interiors for our current fees.

PURCHASES AND CUSTOM/SPECIAL ORDERS

All purchases made through House Dressing Interiors will be submitted via estimate for approval by Client prior to purchasing. If there are any aspects of said estimate that are unclear to You, they should be raised prior to acceptance. Estimates are valid for 30 days. House Dressing Interiors cannot guarantee prices of merchandise, interior installation, or other services not performed by House Dressing Interiors, the Designers, or its employees. Vendor pricing is subject to change and is out of the control of House Dressing Interiors, the Designers, or its employees. All purchases made for custom and special order items require a 50% deposit prior to the placement of such orders. The balance of payment, including applicable sales taxes and incurred freight charges, will be invoiced upon notification of delivery of merchandise. In the event that items have been received by House Dressing Interiors but, for any reason, have not been delivered or installed within 30 days of receipt, the balance will be invoiced prior to notification of delivery.

Color, texture, and graining variations can occur in natural products like leather, glass, fabric, and stone. These are not normally considered imperfections. Color representations on computer terminals, screens, and printed versions can be different based on settings and various display and printing technologies. Because of the nature of wood products to change over time due to light exposure, moisture, heat, or other factors, we cannot be liable for changes that may occur naturally over time. In addition, House Dressing Interiors cannot be held liable for the following:

- Variations in the color or graining of wood, wood products, lacquer, fabric or other materials, including dye lots and natural markings inherent in the finish of any material.
- Damage including scratches, chips, rips, tears and glass or mirror breakage due to normal household use, misuse, abuse or accidents; damage or discoloration caused by sunlight; wear, shading or shrinking of any fabric due to improper cleaning; damage due to moving the furniture from the original delivery location or address.

PAYMENT TERMS

Payments for design services and purchases made through House Dressing Interiors shall be governed by the following compensation guideline:

Designs fees, as discussed above, at the Designers hourly rate, billed to the quarter hour, will be billed on a bi-monthly basis or on completion of the Project, whichever occurs first. As per above terms, the payments and balances due for all purchases will be invoiced upon notification of delivery, unless the circumstances permit otherwise. Invoices will be presented and are due upon receipt. In the event that payment is not made within 30 days, House Dressing Interiors will charge a late fee of 1.5% per month on any overdue and unpaid balance. In, addition, House Dressing Interiors reserves the right to stop work until the payment is received. Payments can be made by check or credit card.

DELIVERIES AND INSTALLATION

House Dressing Interiors provides a turnkey delivery service for items purchased through House Dressing Interiors, the Designers, or its employees. This service is provided at an additional cost. Delivery charges may increase if the delivery requires more than one person. Unless otherwise noted, shipping and delivery charges are not included in the order total at the time of purchase. Delivery & shipping estimates are good faith estimates only and are subject to change at any time. Please contact House Dressing Interiors for our current fees.

Upon delivery, You are required to inspect all items. Claims of damage must be reported to the delivery personnel immediately. House Dressing Interiors prefers that someone over the age of 18 be present at the time of delivery as a signature may be required. If You choose not to have someone present at the time of delivery, You waive the right to inspect and dispute the condition of the item(s) delivered. House Dressing Interior Design is not liable for any loss, damage, cost or expense related to any delay in shipment or delivery. If the delivery address is inaccessible or invalid, the customer agrees to pay the purchase order amount and the additional delivery charges.

Charges associated with delivery services are non-refundable. If you require or request additional services at the time of delivery (personnel and time-permitting) we are happy to comply. Such services may include but are not limited to moving existing furniture and hanging or installing delivered items. Please note that these services are provided at an hourly fee and will be charged to the quarter hour. House Dressing Interiors reserves the right to deny and/or delay requests for additional services. Please contact House Dressing Interiors for a list of our current fees.

Customer pick-up is always an option. If You choose this option, please give House Dressing Interiors and/or the Designer at least a 24 hour notice. You will be required to inspect all items prior to departing. House Dressing Interior Design is not responsible for any damage that occurs once furniture has been signed off. If You choose to hire a third party delivery service, House Dressing Interiors waives all responsibility for the items and shipment once it has left our facility. Ship time estimates by third party carriers cannot be guaranteed by House Dressing Interiors.

The Designer's role regarding purchasing, delivery and installation is to manage and check your purchases and to follow up in case of delay, loss or damage. Please bear in mind that while we do everything to keep deliveries on schedule, we cannot answer for those vendors who do not make promised delivery dates.

APPROVAL TERMS

Certain circumstances allow for merchandise to be taken from the store or left at the Client's home, without payment, on an approval basis. In the event that any merchandise is taken or left on approval, the Client is responsible for either returning it (undamaged and in its original condition) or purchasing it

within 5 business days. Client is responsible for any damage that may occur while items are in their possession.

REIMBURSABLE EXPENSES

Client agrees to reimburse Designer for all out-of-pocket expenses actually incurred by Designer in relation to the Project, including but not limited to, renderings, drafting services, postage and handling, freight, delivery, hardware and installation supplies, and storage costs. Client shall reimburse Designer for all travel, lodging, and meal expenses incurred by Designer(s) (where necessary) in connection with the Project.

ORDER CANCELLATION, REFUNDS, CREDITS, & GIFT CERTIFICATES

Most custom or special order items cannot be returned or cancelled once they are purchased, therefore requests to do so will be assessed on a per-item basis with no guarantee of return or cancellation. If You are working with a Designer on your Project, requests for returns and cancellations will be billed hourly. Design Fees and reimbursable expenses are non-refundable, even when associated with a return or cancellation. If the purchase was made at House Dressing Interior's retail location, our return policy is as follows.

“House Dressing will accept item(s) for exchange or return for store credit within two (2) weeks. Item(s) must be free of damage and in their original condition.”

Store credit issued for returns will expire after one (1) year.

House Dressing Interiors does offer gift certificates. There is a \$50 minimum and amounts must increase in increments of \$25. Gift certificates expire one (1) year from date of purchase. Gift certificates can be used for store merchandise and design services.

All sale purchases are final.

TO THE TRADE

As a courtesy, we offer special services to members of the trade. Please contact House Dressing Interiors for more information.

CONTRACTORS & CONSULTANTS

Designer is not a general contractor and does not provide contractor services. If Project requires contractors and/or consultants to perform work based on Designers concepts, Client will enter in a contract directly with each contractor and/or consultant. Designer provides no warranty, guarantee, certification, or responsibility for the performance, quality, or timely completion of any work performed

or materials installed by Contractors, nor their agents or employees. Designer shall cooperate with and observe consultants for the purpose of general conformity of the design plan but is not responsible for their oversight.

House Dressing Interiors shall not be held liable for any recommendation for third party vendors given by House Dressing Interiors, the Designers, or its employees.

PERMITS AND INSURANCE

Client is responsible for permitting and or any and all approvals and compliance required by any governmental agency.

Client is required to have insurance coverage for all furnishings and materials during handling, moving, storage, and installation. Client is responsible for ensuring that their insurance coverage is sufficient per this Agreement. Designer cannot be held responsible to inadequate insurance coverage.

INTELLECTUAL PROPERTY

Drawings, specifications and schedules created by House Dressing Interior Design are and shall remain the property of House Dressing Interior Design whether the Project for which they are made is executed or not. You shall be permitted to retain copies of your drawings and specifications for information and reference in connection with your use and occupancy of the Project. You shall not use the drawings and specifications on other Projects, for additions to this Project, or for completions of this Project by others, except by agreement in writing.

PHOTOGRAPHY AND CREDIT

Designer reserves the right to take photographs of the Project areas prior to, during, and at the completion of the Project with due respect to the Client's privacy. The Client's identity shall remain confidential and shall not be disclosed to any third party without prior consent of the Client. Designer shall be named and credited if any descriptions or photographs of the Project are published.

LIABILITY

You shall indemnify and hold House Dressing Interiors harmless from all claims, damages, losses or expenses arising out of or resulting from any use by You or our designs, drawings and specifications and schedules on other Projects, for additions to this Project, or for completions of this Project by others, whether we have authorized such use or not.