

**The following Terms and Conditions govern
your purchase with J. Leigh Carpets LLC.**

J. Leigh reserves the right to change these Terms at any time.

ORDER PLACEMENT AND ACCEPTANCE¹

By accepting an order from J. Leigh, buyer accepts the terms and conditions contained herein. These terms and conditions constitute the complete agreement between the Parties, and shall not be amended unless approved in writing by J. Leigh. J. Leigh 's products are made-to-order. As such, an order invoice is the controlling document with respect to the Parties' contractual obligations. Should a buyer amend an order invoice in any way, a buyer must alert J. Leigh of such changes within forty-eight (48) hours of Order Confirmation. Failure to provide such notice will constitute acceptance of the terms contained in the original order invoice.

PAYMENT & PRICING TERMS

All prices are FOB Destination (receiving warehouse/clients' residence). Orders are initiated with a submitted client Purchase Order. To initiate an order a 50% deposit is required. All orders must be paid in full, prior to being released for shipping & delivery.

TAXES

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

ORDER LEAD TIME & SCHEDULE

All lead times and delivery dates are approximate and will be indicated per order. Lead times begin with deposit payment.

Buyer will be advised of any changes and/or delays. J. Leigh shall not be liable for failure in performance for any reason beyond J. Leigh 's control.

FORCE MAJEURE

All quoted completion and delivery dates are estimates only and are subject to change by J. Leigh upon notice to You. J. Leigh shall not be liable for delays in completion or

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shipment or default in delivery for any reason of force majeure or for any cause beyond J. Leigh 's reasonable control including, but not limited to, (a) government action, war, terrorism, riots, civil commotion, embargoes, pandemics, or martial laws, (b) J. LEIGH '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 employees of J. Leigh or others, (e) fire, earthquake, storm, flood or other casualty or act of God, or (f) other contingencies of manufacture or shipment. In the event of any delay in J. Leigh 's performance due in whole or in part to any cause beyond J. Leigh 's reasonable control, J. Leigh shall have such additional time for performance as may be reasonably necessary under the circumstances. Acceptance by Buyer of any goods shall constitute a waiver by Buyer of any claim for damages on account of any delay in delivery of such goods.

ORDER CANCELLATION INFORMATION

All custom and semi-custom rug order goods are made-to-order and are non-cancellable and non-refundable. Stocked order goods are subject to a 25% restocking fee after being approved for return. All sales are final. Changes in orders, or cancellations require prior written approval from J. Leigh.

ERRORS & MODIFICATIONS

J. Leigh reserves the right to correct any errors made in the preparation of quotations and/or specifications. Quoted pricing is valid up to 30 days. Quoted pricing for shipping & deliveries is valid up to 15 days.

SHIPPING/PICK UP

J. Leigh schedules all shipping of orders direct to client's receiving warehouse or facility. All orders ship from J. Leigh's main Arizona facilities & warehouse. Residential deliveries may require a liftgate at an additional charge. J. Leigh does not provide white glove service of installation and moving of furniture. Client is responsible for facilitating all installations.

J. Leigh's custom and semi-custom rug made to order imported products are inspected by J. Leigh prior to release to ensure that the order is in good condition, complete and ready for shipment.

The transportation carrier is responsible for a complete inspection of product at the point of origin. Any damage must be noted on the release form. The signed release form is confirmation by the carrier that they have accepted responsibility for delivering the product in the condition in which it was received. J. Leigh is not liable for any damage

that occurs in shipment and/or storage. Buyer assumes risk of loss or damage once items leave the J. Leigh warehouse.

PRODUCT ACCEPTANCE

Buyer should inspect the products upon receipt. If a specification or quality discrepancy is found, photos should be taken of the product fault and J. Leigh should be advised in writing with images provided within twenty-four (24) hours of receipt of goods.

WARRANTY & DISCLAIMER

J. Leigh warrants that made-to-order carpet goods will be free from defects in workmanship and materials for one (1) year from the date of delivery (To whom). This warranty does not apply to damage resulting from, beater bar damage, misuse, accidents, abuse, neglect, mishandling, environmental factors or excessive wear and tear. Defective products will be replaced within the standard production time required to reorder, manufacture, and ship the same product. J. Leigh assumes no liability for commercial loss and/or consequential damages that may arise as a result of any product defect. The foregoing warranty is in lieu of and excludes all other warranties not expressly set forth herein, whether express or implied by operation of law or otherwise, including, but not limited to, any implied warranties of merchantability or fitness.

PRODUCT VARIATIONS & DISCLOSURES

RUGS & BROADLOOM:

Our area rugs & broadloom is handmade, and therefore is subject to slight variations.

Variations in handloom products are inherent and considered to be part of the natural beauty & charm paid for. Many fibers & constructions are loomed or woven by hand and may vary in color, tone and character.

Dye lots may vary from memo samples and actual orders. Cuttings-for-approval (CFA) are recommended. Yarns may deviate from memo, showroom and purchase samples because of variations in dyes, dye lots, yarns, spinning lots and weavers.

SPECIALTY FIBERS

Allure Silk Nylon may show variations in color, texture, and hand with the intention to create a more luxurious appearance and should not be considered faulty in any way. The yarns in any luster pile can be sensitive to crushing, shading and scarring, which will naturally occur over time creating irregular surface appearance and texture. This sensitivity varies and depends on the application and use and should not be considered faulty or defective. Shading, in particular, is part of silk like yarns & silk velvet's unique and valued aesthetic.

Pile distortion alters the angle of light reflection producing more obvious areas where the fabric has moved creating an appearance of shading or napping. Carpets created using shiny yarns such as Allure Silk Nylon, Polysilk or like faux silk nylon yarns further amplify light reflection and create even more obvious areas of light and dark patches. This, in combination with pressure from sitting (including stocking & bare feet), may cause marking and shading as the pile crushes. Regardless of how well their spot cleanability & maintenance may be, some pile crushing and matting will occur and is impossible to avoid. Since airborne dust and soot are natural enemies of high pile yarns and can weigh it down when allowed to remain too long, regular vacuuming with an upholstery attachment offers an excellent prolonged result – NO BEATER BAR can be allowed to be used. Beater bars on vacuums will destroy the fibers and void any warranty.

J. LEIGH. INTELLECTUAL PROPERTY:

J. Leigh owns all intellectual property rights relating to the J. Leigh Carpet's brand, trade name, trade dress, and other content. None of the intellectual property may be used, reproduced, transmitted, distributed, modified or exploited in any way without J. Leigh's written consent.