

Acknowledgement

1181 California Avenue
Corona, California 92884

Phone: (877) 825-5555 Fax: (888) 717-7644

Page 1 of 1

Date Ordered	6/11/12
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Order Number

988043-00

TERMS AND CONDITIONS

1. **Acceptance.** The product purchase order completed by a S+N salesperson is not binding upon Buyer until it has been accepted by S+N on the earlier of: (a) the day S+N initiates production of the order after both parties have executed this Agreement; or (b) the fourth business day after both parties have executed this Agreement.
2. **Payment Terms.** Payment in full is collected at time of order placement.
3. **Contract Price.** The Contract Price is the price charged by a licensed independent contractor to Buyer for installation of the applicable products.
4. **Delivery Exceptions.** The delivery date is our best estimate. On rare occasions there may be delays due to out-of-stock materials, inventory taking, shipping delays, or temporary factory capacity constraints or closures.
5. **Measuring + Installation.** Services are provided through contracts issued by United Independent, Inc. United Independent is solely responsible for performance of work and related warranties. United Independent is a company that specializes in providing in-home professional contracting services and maintains a national network of local service professionals. S+N acts solely as an authorized sales agent for service contracts issued by United Independent.
6. **Satisfaction Guarantee.** If for any reason within 30 days from the ship date of your new S+N window treatment product, you are not completely satisfied, we will exchange it with another S+N window treatment product of the same dimensions. If you wish to upgrade your product, simply pay the difference. The original product must be installed for a minimum of one week before it may be returned or replaced. This guarantee can be utilized only once for each original purchase, and does not apply to a window treatment product that has been misused, damaged, or abused.
7. **Lifetime Warranty.** S+N warrants to its customers that its window treatments will be free from defects in materials, mechanisms, workmanship and operation for as long as the original purchaser owns the product, provided that the product was installed according to our installation instructions, and remains in the original window in which it was installed. This warranty does not cover any conditions or damages resulting from accidents, alterations, misuse, abuse, improper handling, installation, repairs, operation or cleaning, exposure to sunlight and/or excessive heat sources, or normal wear and tear of materials, components and/or fabrics. This warranty also does not cover any condition or damage resulting from the removal of the product and re-installation in the same or another location. If warranty service is needed, please call Customer Service and then return the product to the location designated by Customer Service. S+N will arrange for repair or replacement of the product, at S+N's option, as quickly as possible.
8. **Three-Day Right to Cancel.** You, the buyer, have the right to cancel this Agreement within three (3) business days. You may cancel by emailing, mailing, faxing, or delivering a written notice to S+N at S+N's place of business by midnight of the third business day after you received a signed and dated copy of this Agreement. Include your name, your address, and the date you received the signed copy of this Agreement. If you cancel, S+N must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to S+N at your residence, in substantially as good condition as you received it, any goods delivered to you under this Agreement. Or, you may, if you wish, comply with S+N's instructions on how to return the goods at S+N's expense and risk. If you do make the goods available to S+N and S+N does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligations. If you fail to make the goods available to S+N, or if you agree to return the goods to S+N and fail to do so, then you remain liable for performance of all obligations under the Agreement.

Buyer,

_____/_____/20___.

9. **Waiver of Three-Day Right to Cancel; Rush Orders.** Buyer understands that S+N shall not process product orders until the fourth business day after both parties have signed and dated this Agreement because Buyer has a three (3) business day right to cancel this Agreement, as detailed in the Notice of Cancellation attached hereto. Buyer, however, may request S+N to expedite ordering of products by expressly consenting below to waive Buyer's three (3) business day right to cancel this Agreement. Buyer understands that by waiving Buyer's three (3) business day right to cancel this Agreement pursuant to this Paragraph 9, Buyer forever waives Buyer's right to cancel this Agreement if S+N has already initiated production of Buyer's product order.

Buyer, ____/____/20____

10. **Cancellations.** Since S+N custom products are made to Buyer's specifications, orders may not be cancelled or changed once they have been entered.

11. **Miscellaneous.** Buyer agrees: (a) that S+N's waiver of or acquiescence in any default under this Agreement shall not constitute waiver of any subsequent or other default; and (b) that all rights and remedies under this Agreement and otherwise afforded by law are cumulative and not alternative. If any provision of this Agreement is found to be unenforceable by a court of competent jurisdiction, the adjudged unenforceability of a provision shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California, without regard to California's choice of law principles.

By signing below you verify that you have reviewed your order carefully for accuracy. Pricing is valid for 30 days, excluding promotion offer. If you have any questions, please contact your Consultant.

Customer Signature _____ Date _____

Notice of Cancellation

Date of transaction: ____/____/20____

You may cancel this transaction, without any penalty or obligation, within three (3) business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to: Smith+Noble at 1181 California Ave., Corona, CA 92881, Attn: _____; Facsimile number: _____; E-mail address: _____ not later than midnight of ____/____/20____.

I hereby cancel this transaction as of ____/____/20____.

(Buyer's signature)

(Buyer's phone number)