



## TERMS & CONDITIONS AGREEMENT

Acceptance of orders is based on the express condition that Buyer agrees to all of the Terms and Conditions contained herein. Acceptance of delivery by Buyer will constitute Buyer's assent to these Terms and Conditions. These Terms and Conditions represent the complete agreement of the parties, and no Terms and Conditions in any way adding to, modifying, or otherwise changing the provisions stated herein shall be binding upon Studio S II LLC unless made in writing and signed and approved by a member of Studio S II LLC. No modification of any of these terms will be affected by Studio S II LLC shipment of goods following receipt of Buyer's purchase order, shipping request, or similar forms containing printed terms and conditions conflicting or inconsistent with the terms herein.

### PRICING & TERMS

All prices are in U.S. dollars and are F.O.B. New York. Shipping & Packing charges are additional. A minimum deposit of fifty percent (50%) is required to initiate order fulfillment, except for In-Stock items which require payment in full of one-hundred percent (100%). All accounts shall be paid in full when invoiced, which occurs when the order is complete. A service charge of two and one-half percent (2.5%) per month or the maximum permissible rate will be added to all accounts not paid within sixty (60) calendar days from the date of invoice for final balance due. Orders must be paid-in-full, including shipping, handling, crating and packing, storage, taxes, and service charges prior to shipping.

### STORAGE

Additional storage fees of three percent (3%) per month of the invoiced order value will be charged to store goods if not picked up or shipped within sixty (60) calendar days from the date of invoice for final balance due. Storage fees will not be pro-rated for partial months.

### CANCELLATION OF ORDERS

All orders are non-cancelable after seven (7) calendar days from Order Date, nor returnable. Changes in orders, returns, or cancellations require prior written approval from Studio S II LLC. Such orders will be subject to change, cancellation or stocking fees up to fifty percent (20%) of the net selling price.

### RETURNS

Due to the nature of the work, In-Stock items will not be accepted as a return if product has been used, altered, or damaged in any way. Returns are not accepted for custom orders.

### SHIPMENT AND DELIVERY

Shipping and freight arrangements shall be made by Studio S II LLC on the Buyer's behalf unless Studio S II LLC is notified by Buyer's written instructions and it is approved. All such delivery, packing, crating, shipping, insurance, applicable taxes, and similar charges are in addition to the stated purchase price on both custom and In-stock items and orders.

### ORDER INITIATION

Please contact [hello@studiosii.com](mailto:hello@studiosii.com) to initiate custom orders.

All orders are activated with a fifty percent (50%) non-refundable deposit, except for In-Stock items and editions which are confirmed with a non-refundable payment in full of one-hundred percent (100%). The final balance and shipping fees must be paid before delivery can be scheduled. Receipt of payment is considered confirmation of all order details as outlined in the estimate. Studio S II is not responsible for any errors Buyer has overlooked in the estimate after payment has been made.

We accept check, credit card, or wire transfer as a form of payment. Please allow up to five (5) working days for a wire transfer to clear.

Please make checks payable to:

Studio S II LLC  
75 Stewart Ave. Suite 303  
Brooklyn, New York 11237  
Check Memo (Invoice No.)

Please inquire for bank details to make a payment by wire transfer.

## WARRANTY

Studio S II LLC warrants that any goods sold hereunder will be free from defects in workmanship and materials for one (1) year. This warranty does not apply to damage or breakage resulting from incorrect installation, misuse, accidents, abuse, neglect, mishandling or wear resulting from normal use. Defective products will be replaced within the normal production time period required to reorder and manufacture the same product. Materials no longer readily available will not result in a refund.

## DAMAGES

Studio S II LLC shall not be liable for incidental or consequential losses, damages or expenses, directly or indirectly arising from the sale, handling or use of the goods, or from any other cause with respect to the goods or this agreement, whether such claim is based upon breach of contract, breach of warranty, strict liability in tort, negligence or any other legal theory. Studio S II's liability hereunder in any case is expressly limited, at Studio S II's election, to repair or replace (in the form originally ordered) of goods not complying with this agreement, or to the repayment of, or crediting Buyer with, an amount equal to the purchase price of such goods. Any claim by Buyer with reference to the goods sold hereunder for any cause shall be deemed waived by Buyer unless submitted to Studio S II in writing within thirty (30) days from the date Buyer discovered, or should have discovered, any claimed breach.

## EXCLUSIONS

All of Studio S II LLC drawings, descriptive matter, weights, dimensions, descriptions and illustrations contained in the Studio S II catalogs, line sheets, or advertisements are close approximations only and intended to give a general description of the goods and shall not form part of this agreement. Furthermore, Studio S II LLC at all times retains the exclusive Intellectual Property rights over said collateral, including custom drawings. Lighting, Objects, and Furniture are handmade, and therefore are subject to slight variations.

## TAXES

Customers are responsible for all sales tax or related taxes that apply to their order. To obtain tax exemption, for resale purposes, a resale certificate must be provided.

## 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.

## CLAIMS & DISPUTES

This agreement shall be deemed to have been executed and delivered at Studio S II LLC, 75 Stewart Ave. Suite 303, Brooklyn, NY 11237. 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 New York 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 in New York, NY and governed by the rules of AAA. All decisions made in the arbitration will be considered 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 cost shall be awarded to prevailing party.)

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