



TERMS AND CONDITIONS

ARTICLE 1: INTRODUCTION

STUDIO NAWA LLC is willing to provide Buyer with a custom or made-to-order article of furniture or custom or made-to-order household product (each such article of furniture or household product, a “Custom Product”). Buyer’s order of each Custom Product, the Custom Product and/or information offered by STUDIO NAWA LLC is governed by the following terms and conditions (the “Terms and Conditions”). By ordering the Custom Product (“you” or “Buyer”) consent to be bound by these Terms and Conditions and acknowledge your agreement to its terms. If you do not agree to be bound by these Terms and Conditions, you may not order the Custom Product.

ARTICLE 2: CUSTOM ORDER

You are purchasing the Custom Product and will own the physical copy of the Custom Product. Apart from the physical copy you will own, STUDIO NAWA LLC retains all other ownership rights in the Custom Product including but not limited to all copyright, patent, trade secret, trademark, moral, termination, authorship, right of publicity, and other proprietary rights (collectively, “Intellectual Property Rights”). You may not reproduce or make derivative works of the Custom Product, or any portion thereof, in any way or in any format now known or hereafter developed.

Quotes for Custom Products are valid for thirty (30) days unless otherwise agreed to by the parties in writing.

It is the Buyer’s responsibility to inspect the Custom Product upon receipt and confirm that it is free from damage. Buyer has seven (7) days from receipt of the Custom Product to notify STUDIO NAWA LLC in writing of any non-conformance or damage to the Custom Product. Failure to make a claim against STUDIO NAWA LLC within such a 7-day period shall constitute acceptance of the Custom Product and a waiver of said defects, shortages, errors and other claims. Due to the construction of Custom Products by hand and the nature of the materials used in construction, you understand and agree that the dimensions of your Custom Product may vary. The Buyer acknowledges and agrees that, due to the nature of custom and made-to-order products, the finished goods may contain minor imperfections, variations, or discrepancies in workmanship, materials, or appearance. These imperfections may include, but are not limited to, slight variations in color, texture, finish, or alignment. The Buyer accepts that such imperfections are inherent in the production of custom products and agrees to accept the goods as satisfactory, provided they conform to the agreed-upon specifications and quality standards. The Buyer further agrees that these minor imperfections shall not constitute a defect or grounds for return, refund, or dispute. You assume the risk that your Custom Product will have slight differences in the finish, color, appearance, graining, or precise measurements from the products depicted by STUDIO NAWA LLC on its websites, showroom samples, tear sheets, photographs, and other advertising provided to you.

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ARTICLE 3: ORDERING PROCESS

Prior to production of the Custom Product STUDIO NAWA LLC must be in receipt of 1) 50% payment, 2) any customizations 3) Buyer's approval of all specifications, and 4) receipt of any COM material provided by Buyer. Once an invoice has been paid, STUDIO NAWA LLC will provide an order confirmation. If there is any discrepancy in the order confirmation, Buyer must advise STUDIO NAWA LLC in writing within (2) two days from the date of such order confirmation. STUDIO NAWA LLC accepts no responsibility for items shipped to locations other than the location set forth on the order confirmation.

ARTICLE 4: SHIPPING PROCESS

Prior to placing an order, the Buyer must verify that the Custom Product is capable of being delivered to the designated destination (e.g., will fit in an elevator, upstairs, around corners, etc.) Custom Products will not be accepted for return for failure to verify moving dimensions. Upon receipt of the Payment, STUDIO NAWA LLC will prepare the Custom Product for shipment. Unless STUDIO NAWA LLC is otherwise notified by Buyer's written instructions, freight arrangements shall be made by STUDIO NAWA LLC on Buyer's behalf. All such delivery, packing, crating, shipping, insurance, applicable taxes, and similar charges are in addition to the stated purchase price unless noted. All charges are proforma and will be included on the final balance due notice. If the customer chooses to manage their own freight and delivery, STUDIO NAWA LLC must be notified of the specific details of the movement. Buyer's specified freight is responsible for inspecting, packaging, and retrieving the Custom Product from an address specified by STUDIO NAWA LLC. The fee to move the product from STUDIO NAWA LLC to a terminal for FCA (Free Carrier) delivery, (e.g. 'Buyer's own' pick-up) will be added to the balance due. All products are moved through a Bill of Lading (BOL). Please note that the location of the pick-up by Buyer or Buyer's agent may trigger sales tax responsibility at that location.

Title of ownership to the physical copy of the Custom Product passes to Buyer upon STUDIO NAWA LLC's delivery to the freight carrier (unless otherwise specified). STUDIO NAWA LLC is not responsible for damage after the Custom Product has been accepted in good order by the shipping company nor is it responsible for damage sustained in transit. If damage is noticed when unpacking, notify the delivery company immediately for inspection and take photographs of the damages. All visible damage should be noted by the recipient on the freight bill before it is signed by the recipient and the delivery company if possible. If the driver must "drop and dash," the receiver should note on the BOL that any concealed damage of boxes or crated products will be the responsibility of the carrier or STUDIO NAWA LLC as determined upon inspection of the Custom Product. Full inspection of the Custom Product must occur within 48 hours of delivery and all freight claims must be filed as soon as possible and in accordance with the carrier's time limits. Do not destroy packing materials until they are inspected. Claims for such damage or loss must be made by Buyer directly to the freight carrier. Goods damaged in freight cannot be refused by Buyer. Obvious or subsequently discovered damage must be reported in writing to the carrier in accordance with the applicable regulations and time limits. If a damaged Custom Product is returned to STUDIO NAWA LLC without Buyer first having contacted the shipping



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company for inspection, STUDIO NAWA LLC will not be able to assist Buyer. Shipments returned to STUDIO NAWA LLC without STUDIO NAWA LLC's consent in writing will be refused and either re-delivered or stored at Buyer's expense.

ARTICLE 6: INTERNATIONAL DELIVERY

If your delivery address is not within the country the shipment initiates, you may be subject to import duties and taxes, which are levied once a shipment reaches your country. Any such additional charges for customs clearance are the responsibility of the customer. You should note that customs policies vary widely from country to country; please contact your local customs office for further information. Be aware that cross-border shipments are subject to opening and inspection by customs authorities

ARTICLE 7: LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL STUDIO NAWA LLC OR ITS EMPLOYEES, AFFILIATES, SUBSIDIARIES OR LICENSORS, OR ANY OF THEIR RESPECTIVE MEMBERS, MANAGERS, DIRECTORS, OFFICERS, AGENTS OR CONTRACTORS BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM YOUR USE OR MISUSE OF OR THE INABILITY TO USE THE CUSTOM PRODUCT, EVEN IF STUDIO NAWA LLC OR ITS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL STUDIO NAWA LLC'S TOTAL LIABILITY TO BUYER FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE) ARISING UNDER OR RELATED TO THESE TERMS AND CONDITIONS OR YOUR USE OF THE CUSTOM PRODUCT EXCEED THE AMOUNT PAID BY BUYER TO STUDIO NAWA LLC FOR THE CUSTOM PRODUCT.

ARTICLE 8: INDEMNIFICATION

You shall indemnify, defend and hold STUDIO NAWA LLC harmless against any and all claims, liabilities, costs and expenses (including reasonable attorneys' fees and disbursements) arising out of or incurred in connection with your use of the Custom Product, your fraud, violation of law, negligence or willful misconduct, or any breach by you of these Terms and Conditions.

ARTICLE 9: MISCELLANEOUS

These Terms and Conditions contain the complete expression of the agreement between the parties with respect to the matters addressed herein and there are no promises, representations, or inducements except as herein provided. These Terms and Conditions may be modified, supplemented or amended in a writing signed by both parties. These Terms and Conditions shall be binding upon and inure to the benefit of and be enforceable by your successors and permitted assigns. No transfer of any right or interest of Buyer under these Terms and Conditions, in whole or in part (whether voluntarily or by operation of law), directly, indirectly or contingently, shall be permitted without the prior written consent



Studio NAWA, LLC

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of STUDIO NAWA LLC. Failure by either party hereto to enforce at any time or for any period of time any provision or right hereunder shall not constitute a waiver of such provision or of the right of such party thereafter to enforce each and every such provision. STUDIO NAWA LLC shall not be responsible for delay or failure in performance resulting from acts beyond its control. Such acts shall include, but not be limited to an act of God, an act of war, riot, an epidemic, shortage of supplies, fire, flood or other disaster, an act of government, or a strike or lockout. These Terms and Conditions shall be governed by and construed and enforced in accordance with the laws of the state of Illinois, Cook County, Chicago shall be the only proper place of venue for all suits arising from or relating to these Terms and Conditions , and any legal proceedings to enforce the provisions hereof shall be brought in the federal or state courts located in Cook County, Chicago.

ARTICLE 10: COPYRIGHT

All rights reserved. Any use of this website or its contents, including copying or storing it in whole or part, other than for your personal, non-commercial use, is prohibited without the express permission of STUDIO NAWA LLC.