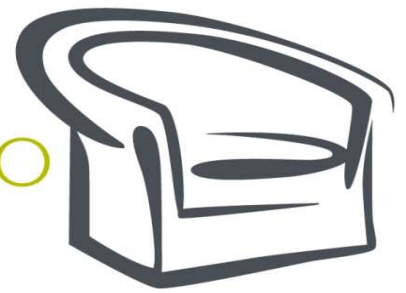


Sterling Tree Studio



General Information

updated: 03.17

Terms and Conditions

Prices:

All prices are list, FOB factory, freight prepaid and delivered to the dealer's dock and do not include local delivery, taxes or installation. Prices include packaging and cartoning. Sterling Tree reserves the right to change prices at the company's discretion as dictated by market and business conditions. Pricing as posted on the website (www.sterlingtreestudio.com) will be considered current and will supersede printed price lists. No agent or representative is authorized to change prices or terms and conditions of sale without the express written consent of Sterling Tree Studio.

Quotations:

Quotations submitted by Sterling Tree or its sales representatives are valid for a maximum period of 60 days unless otherwise extended in writing. If the order arrives after that date, or if the quantities or options are altered in any way, the quote is null and void.

Orders and Change orders:

All orders and order changes must be placed in writing and may be transmitted to our office by fax or email:

FAX: 336-431-0677 / EMAIL: customerservice@sterlingtreestudio.com

Duplicate orders not marked "Confirmation" are the responsibility of the customer. Order changes are subject to Sterling Tree Studio's ability to perform the change. If a change can be accommodated, depending upon order status, it may be necessary for Sterling Tree to assess a fee to recoup the cost of making the change. Order changes may result in modification to the original ship date.

Acknowledgements:

All orders and order changes will be acknowledged in writing and the acknowledgement will serve as the final agreement of the parties to the order. The acknowledgement supersedes all previous order correspondence. It is the customer's responsibility to immediately review the acknowledgement for accuracy and notify Sterling Tree Studio of any discrepancies.

New Accounts and Establishment of Credit:

All first time orders must be approved by the local sales representative. Customers may apply for a line of credit with Sterling Tree Studio through its factor, The Joseph Dean Company. To begin the process, customers are encouraged to submit at least one bank reference and three trade references for review. Additional financial information may be required to complete the process. Sterling Tree Studio reserves the right to alter credit terms for an account at its discretion. For accounts on open terms, payment is due 30 days from the invoice date. Failure to pay in a timely manner may subject the account to interest penalties and other collection-related expenses. The Joseph Dean Company may be reached at 336-431-0677.

Credit Card Payments:

Sterling Tree Studio will accept payment via Mastercard and VISA. However, we must be made aware of the preference for credit card payment prior to Order Entry. Otherwise, orders will be processed through the standard factoring process. A credit card payment form is available upon request.

Production Scheduling of Orders:

Orders will be scheduled for production only after the following are received: fabric (whether COM or fabric ordered by Sterling Tree Studio), order deposit (if required), custom finish approval, answers to confirming order-related questions and resolution of order discrepancies.

Cancellations:

Order acceptance is final and binding and is not subject to cancellation without the approval of Sterling Tree Studio. If cancellation is approved, it is understood that fees may be assessed by Sterling Tree Studio and that the fees are binding upon the buyer.

Custom Orders:

While Sterling Tree Studio encourages the submission of custom orders, these orders may not be cancelled. A minimum 50% non-refundable deposit is required for all custom orders.

Shipping Lead Times:

While Sterling Tree Studio makes every effort to meet its quoted delivery dates, these dates are approximate and are subject to delay due to the unexpected and factors which are sometimes beyond the company's control.

Returns:

No merchandise may be returned to Sterling Tree Studio without written consent in the form of a return authorization (RA) from a Customer Service Representative. Given that Sterling Tree Studio orders are manufactured to individual client specifications, restocking is not an available option.

Storage:

When finished product is ready for shipment and the buyer cannot accept delivery, Sterling Tree Studio reserves the right to invoice the order. Sterling Tree Studio also reserves the right to transfer the goods to outside storage and/or assess storage and handling charges, particularly if the storage time frame is beyond the acknowledged ship date.

General Product Information

Specifications:

All dimensions and product weights are considered approximate. Sterling Tree Studio reserves the right to make product changes in dimensions, design and construction without prior notice. Product data in the price list is to be considered current and supersedes similar information in the product brochure.

The Nature of Wood:

Wood is a natural material and its inherent beauty is due to variations in color, grain and texture. Due to this natural variation, Sterling Tree Studio does not guarantee exact matching of grain, pattern and color of wood. It is to be expected that one will notice minor variations in the appearance of wood from one piece of furniture to the next even when the same finish is applied. The lighter the wood finish, the more pronounced the variation. It is also expected that the aging process and exposure to light will cause wood to slowly darken.

Flammability Requirements:

It is the responsibility of the buyer to determine local flammability codes that apply to the order. All Sterling Tree Studio upholstered products are manufactured as a minimum standard to comply with California Bureau of Home Furnishings Technical Bulletin 117-2013. Sterling Tree Studio will manufacture products to comply with more stringent codes, such as California Technical Bulletin 133, but special manufacturing requirements and upcharges apply.

Finishes

Wood Finishes:

Sterling Tree Studio offers a generous selection of wood finishes, as standard, for consideration.

Natural	Mahogany	Honey	Amber Cherry	Espresso
Milk Chocolate	Satin Black	Dark Chocolate	Caramel	

In addition to the standard wood finish offering, Sterling Tree Studio will custom match finishes outside this palette at no upcharge contingent upon Finishing Department approval.

Nail Trim Finishes:

Sterling Tree Studio offers a variety of nail trim finishes, as standard, for consideration:

Natural #37	Nickel #13	Bronze Renaissance #14	Pewter #10	French Natural #03
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Occasional Table Surfaces:

Sterling Tree Studio is pleased to offer its occasional table products in veneer and laminate. Laminate pricing is based on the customer's selection from a standard palette of Wilsonart laminates. See below. Contact the factory for pricing of non standard laminate selections.

Kensington Maple	Cafelle	Veranfa Teak	Black
Harvest Maple	Amber Cherry	Portico Teak	
Montana Walnut	Versailles Anigre	Asian Night	
Columbian Walnut	Empire Mahogany	Designer White	

Limited Ten Year Warranty

Sterling Tree Studio warrants its products to the original purchaser to be free from defects in design, materials and workmanship given normal use and care as documented below:

- Frames, springs and webbing are covered for a period of 10 years.
- Foam, filler and all other non-structural components except as noted herein are warranted for a period of seven years from the original invoice date.
- Tablet arms, casters and other moving parts are covered for a period of five years.
- Textiles are covered by the respective manufacturer's warranty, and Sterling Tree Studio assumes no responsibility.

Exclusions to the warranty are as follows:

- This warranty does not cover misuse or abuse of product, or damages caused by contact with tables, desks or other surfaces, or normal wear associated with use of product.
- It is understood that Sterling Tree Studio products are suitable for indoor use only.
- Damage caused by common carriers, installers and field modification is not covered.
- Damage caused by unauthorized repair is not covered.
- Upholstery covers with regard to durability, color fastness, shrinkage, pilling, seam slippage and stretching are not warranted beyond what the original manufacturer or supplier extends to Sterling Tree Studio.
- This warranty does not extend to variation in product resulting from normal wear and tear.

Sterling Tree Studio's responsibility and the purchaser's claim pursuant to this warranty are limited to local repair, factory repair or replacement at Sterling Tree Studio's option. No other party is authorized to create obligations or liabilities in connection with furniture from Sterling Tree Studio. Invoice adjustments or deductions are not to be taken in the intended settlement of warranty claims without the approval of Sterling Tree Studio.

This warranty is in effect for all Sterling Tree Studio products manufactured on or after June 1, 2016. For products manufactured prior to that date, please contact your local Sterling Tree Studio representative or factory Customer Service representative.

All warranty claims should be submitted to Sterling Tree Studio Customer Service. Information to be supplied with the claim is to include purchase date, sales order number, description of the warranty issue, photos of affected product and the installed location of the product.

Delivered Freight Program

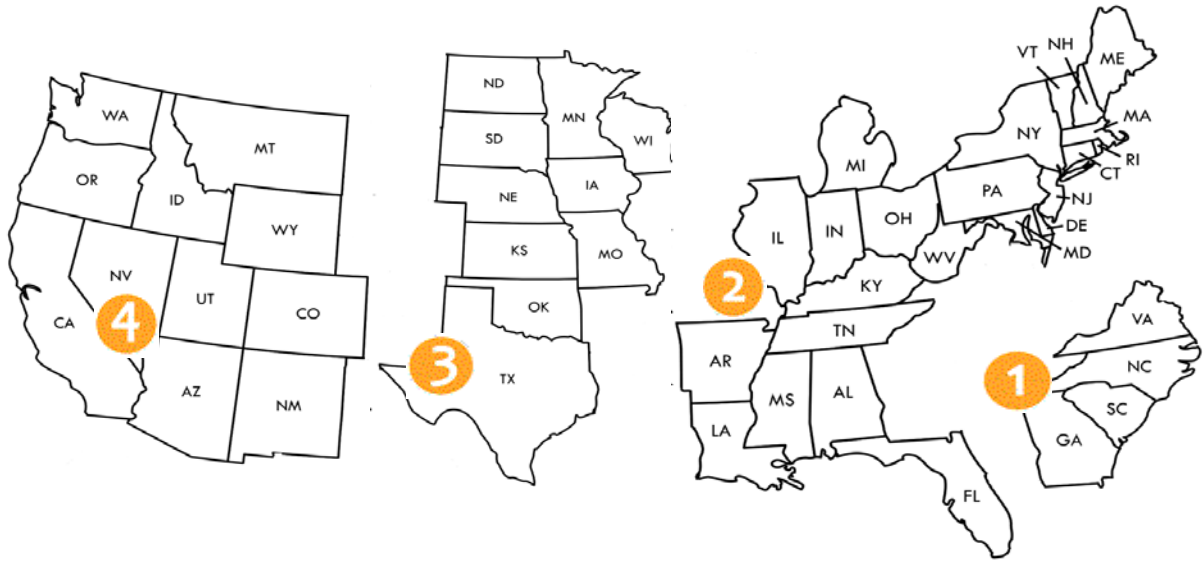
ZONE 1

Georgia
North Carolina
South Carolina
Virginia

Freight is prepaid and allowed by Sterling Tree Studio to one destination within a selected freight zone subject to the minimum freight charges listed below. Please refer to the chart to determine if minimum freight charges apply to your order. The delivered freight program is available for any location within the 48 contiguous states.

ZONE 2

Alabama
Arkansas
Connecticut
Delaware
Florida
Illinois
Indiana
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Mississippi
New Hampshire
New Jersey
New York
Ohio
Pennsylvania
Rhode Island
Tennessee
Vermont
West Virginia



Stated simply, freight is included in the list pricing provided the total order value in list dollars exceeds the thresholds noted in the table below. If not, simply add the \$100 minimum freight charge to your order.

DELIVERY ZONE	ORDER VALUE	MINIMUM FREIGHT CHARGE
1	Less Than \$ 1500 List	\$ 100 Net
2	Less Than \$ 3000 List	\$ 100 Net
3	Less Than \$ 5000 List	\$ 100 Net
4	Less Than \$ 6000 List	\$ 100 Net

ZONE 3

Iowa
Kansas
Minnesota
Missouri
Nebraska
North Dakota
Oklahoma
South Dakota
Texas
Wisconsin

Given wide fluctuations in the price of fuel in recent years, Sterling Tree Studio reserves the right to assess fuel surcharges as required to compensate for prevailing cost of petroleum.

In the case of large projects, please be aware that Sterling Tree Studio will provide project specific freight quotes to possibly secure more economical truckload-based pricing.

Delivered freight program pricing is based upon delivery to a single destination. Pricing is contingent upon deliveries to tractor trailer accessible loading docks with no size restrictions. Any additional charges assessed to Sterling Tree Studio by its carriers as the result of a non-traditional delivery or small quantity delivery are not included in the delivered freight program. These additional charges will be separately invoiced to the buyer and are detailed below:

ZONE 4

Arizona
California
Colorado
Idaho
Montana
New Mexico
Nevada
Oregon
Utah
Washington
Wyoming

- Charges associated with non-standard deliveries, non-dock deliveries, residential deliveries or deliveries where space restrictions dictate the use of trailers less than 53 feet in length.
- Charges associated with refused deliveries
- Requests for the carrier to call the consignee prior to delivery - add \$20 net for this request.
- Charges associated with inside deliveries
- Charges associated with deliveries requiring lift gates to facilitate unloading
- Charges associated with deliveries to docks that are unmanned and/or not designed for large trucks

Freight Claims

Furniture is shipped at the buyer's risk. Unless there is evidence that product has been improperly cartoned, Sterling Tree Studio is not responsible for damage occurring in transit. Sterling Tree Studio's responsibility ends and the carrier's responsibility begins when the loaded product is received "in good order" (as is therefore accepted) by the carrier. If there is any suspicion of product damage, we strongly recommend that the following steps be taken by the buyer at the point of receipt:

- 1) Inspect the cartons closely. Even if very minor external damage is found, make a note on the freight bill.
- 2) In the case of external damage, inspect the contents with the driver present. If time does not permit this step, it is imperative to contact the carrier and complete a joint inspection within 15 days of receipt. Normal policy within the transportation industry requires that written claims be submitted within a 15 day time frame. Failure to do so typically constitutes acceptance of the merchandise and waiver of claims.
- 3) Save the packaging materials associated with the receipt of damaged product. This will serve as important evidence in the case of an on site inspection.
- 4) Take photos to document the findings.

Concealed damage is a more difficult matter. Therefore, it is very important to open cartons within 15 days of receipt. If damage is found, complete steps 2 through 4 as noted above.

While it is the buyer's responsibility to file freight claims associated with damaged product, Sterling Tree Studio will gladly assist in the process. In the case of damaged product, the buyer's claim is against the carrier. It is not acceptable for the buyer to withhold payment from Sterling Tree Studio or to take deductions from Sterling Tree Studio invoices.

Claims against Sterling Tree Studio by the buyer for overages, shortages or shipment of the wrong product may be made in writing to Customer Service within 15 days of receipt. Sterling Tree Studio will respond quickly to resolve these issues. Failure to report incidents within the 15 day window constitutes acceptance of the merchandise and waiver of such claims.

Quick Ship Program



Sterling Tree Studio is proud to introduce a quick ship offering combining an extensive collection of styles with a broadly appealing, select group of textiles. Qualifying orders will ship in 15 working days from credit approval.

All quick ship styles are marked with the QUICK SHIP icon in the price list and are also listed below.

Seating:

Bud
Chip
Cooper
Duxbury - Seating SKU's Only
Graham
Jack - S197L Only
Keeton
Lynn
Lucia
Luxe
Marley
Matty
Maureen
Network - Seating SKU's Only
Peter
Sharon
Susan
Tina
Trio
Verge - Fully Upholstered SKU's Only

All colors of the following patterns are part of the program:

Grade A - Culp Archetype	Grade C - Stinson Retrograde
Grade A - Culp Castillo	Grade C - Stinson Sequence
Grade A - Culp Dillon	Grade D - Momentum Hue
Grade B - Momentum Origin	Grade D - Stinson Nova
Grade B - Stinson Laredo	Grade D - Stinson Outlander
Grade B - Stinson Blip	Grade E - Momentum Beeline
Grade C - Momentum Epic	Grade E - Momentum Free
Grade C - Momentum Fuse	Grade E - Stinson Continuum
Grade C - Momentum Marathon	Grade E - Stinson Gravity
Grade C - Momentum Tradition	Grade F - Momentum Cover Cloth
Grade C - Stinson Hive	Grade F - Stinson Hot Spot
Grade C - Stinson Polka	Grade F - Stinson Nimble
Grade C - Stinson Riddle	Grade F - Stinson Revolution

Occasional Tables - Veneer Only:

Andrew
Carly
Melvin
Vala

For an order to qualify and receive treatment as a "QUICK SHIP", the following criteria must apply:

- 1) The order must be clearly marked as "QUICK SHIP".
- 2) The order must involve exclusively quick ship styles, quick ship fabrics and standard Sterling Tree Studio wood finishes.
- 3) The order must involve 15 or less pieces.
- 4) The order must involve standard product (requiring no modification or customization).

While Sterling Tree Studio expects to comply with quick ship lead times with a very high degree of reliability, inventory fluctuations and the unexpected may occasionally result in longer lead times.

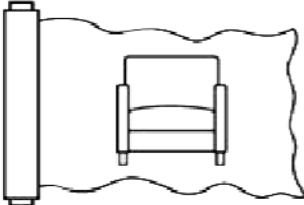
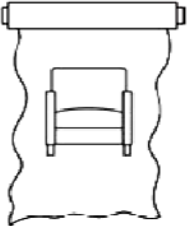
Graded-In Textiles

While Sterling Tree Studio will gladly handle your fabric and leathers as COM and COL, we are pleased to offer alliances with Culp Contract, Designtex, Maharam, Momentum, and CF Stinson. The vast majority of patterns from these sources are "graded in." Therefore, Sterling Tree Studio will purchase the fabric on your behalf. Sterling Tree Studio has intentionally partnered with companies having a strong web presence so patterns may be viewed online. Please contact the partnering companies directly for memo samples.

Customer's Own Material (COM) and Customer's Own Leather (COL)

Sterling Tree Studio's upholstery items may be ordered with covering material to be furnished by the customer. Prices listed under the COM heading apply to orders involving customer supplied fabric and vinyl. Prices listed under the COL heading apply to orders involving customer supplied leather. Yardage and square footage requirements have been estimated for all Sterling Tree Studio models. Refer to the price list page for a particular model to determine the yardage or square footage required to cover one chair. In the case of COM, these estimates assume that the chair is to be covered in a 54" wide material and that it will be cut as "railroaded". In the case of COL, estimates assume that the hides supplied contain 50 to 55 square feet of usable footage.

Normally, additional yardage is required when the material provided by the customer is striped or patterned, has to be matched, is less than 54" in width or is to be cut "up the goods". Please refer to the diagram and table below to estimate the yardage required for your order.

Railroaded		Fabric Width	Large Repeat	Railroad 1-Way Repeat	Railroad 2-Way Repeat	Up the Goods 1-Way Repeat	Up the Goods 2-Way Repeat	Plain Fabrics / Nap
	54"	< 2"	10%	15%	15%	20%		
		2" - 10"	15%	20%	20%	25%		
		11" - 20"	20%	25%	25%	30%	15%	
Up the Goods (Off the Bolt) 		21" - 25"	25%	30%	30%	35%		
		26" +	30%	35%	35%	40%		
	51" - 53"	< 2"	20%	25%	25%	30%		
		2" - 10"	25%	30%	30%	35%		
		11" - 20"	30%	35%	35%	40%		
	21" - 25"	35%	40%	40%	45%			
	26" +	40%	45%	45%	50%			

In the case of larger orders (25 pieces or more of an item to be covered in the same fabric) it may be possible to benefit from yardage savings. Please contact Customer Service with the fabric information in hand (supplier, pattern name, repeat and direction) and request an estimate of the yardage requirements for your project.

Application of COM:

The following policy is applicable to the use of COM's:

- 1) All patterns will be applied at Sterling Tree Studio's discretion unless special instructions are provided in writing with the order. We encourage customers to make note of important application instructions such as how stripes, patterns, etc. are to be applied.
- 2) Sterling Tree Studio will match patterned fabrics. However, it must be understood that situations arise where pattern matching cannot be achieved. Also, situations arise where seams must be created.
- 3) Stripes will be applied vertically unless otherwise specified.
- 4) Any defects or objections associated with COM are not covered under warranty, including tailoring objections and seam slippage.
- 5) Sterling Tree Studio assumes no responsibility for the flame retardancy of any COM. It is the customer's responsibility to insure compliance with applicable codes.

COM / COL Ship to Address:

Sterling Tree Studio/ 4200 Cheyenne Dr / Archdale, NC 27263 / (336) 397-4339

Please tag the goods with the name of your company and reference the purchase order number. Also, please reference the Sterling Tree Studio model number to which the goods will be applied.

California Bureau of Home Furnishings Technical Bulletin 133

Unlike California TB 117-2013 which requires key furniture components, evaluated independently, to comply with the flammability standard, California Technical Bulletin 133 is a full scale test intended to insure that an entire piece of furniture will comply when subjected to a laboratory controlled flammability test procedure. The combination and interplay of foam, fabric and product design influence how a piece of furniture will perform when tested.

Using a combination of flame retardant materials and altered upholstery technique, Sterling Tree Studio will, upon request, manufacture products to comply with the California TB 133 standard. All products made as California TB 133 compliant will carry the required labeling.

All Sterling Tree Studio models may be manufactured to comply with the standard. For any piece of furniture having upholstery, the upcharge is determined by multiplying the fabric requirement for a model (as found in the price list) by \$75 list per yard. Sterling Tree Studio's procedure for CA TB 133 compliance is based upon testing of representative models. If the end user or Fire Marshall requires laboratory certification, the following prices apply for each order line item requiring certification:

- Test and Transportation of the Piece to the Testing Facility.....\$1,000 net
- Cost of the Test Sample (Include TB 133 upcharge).....Product Applicable

Please understand that roughly 6 weeks is added to the standard lead time if laboratory certification is required. In that the selected covering material strongly influences the test result, Sterling Tree Studio reserves the right to reject any COM which may negatively affect performance of the furniture under this requirement. Therefore, it is necessary for the buyer to submit a fabric swatch and full fabric specifications with the order to facilitate initial reviews by Sterling Tree Studio.

Optional Moisture Barrier

Seating from Sterling Tree Studio is optionally available with a protective moisture barrier. A moisture barrier is designed to prevent moisture from seeping into filling materials and is available on most items for an additional charge. Moisture barriers provide an invisible layer of protection between the upholstery cover and filling materials. This application helps maintain a clean and sanitary environment without altering appearance. The following upcharges apply when moisture barriers are applied:

- Lounge Chairs..... \$45 List
- Guest Chairs..... \$45 List
- Loveseats & Benches..... \$90 List
- Sofas..... \$135 List