



Naturally Luxurious Carpets

INVOICE TERMS & CONDITIONS

1. PAYMENT: Customer agrees to pay Riviera at the address designated on its invoice within thirty (30) days of the date of the invoice, the full amount of all obligations incurred there under. Any invoices remaining unpaid after forty-five (45) days shall incur a 1-1/2% per month late fee until paid in full. If any past due amount due hereunder is placed into the hands of an attorney or other third party, Customer agrees to pay, together with the amounts due, all costs of collection, including reasonable attorney's fees.
2. Any claims by Customer for omissions, errors or shortages in a shipment shall be waived unless Riviera receives notice thereof within seven (7) working days after Customer's receipt of shipment.
3. PURCHASE MONEY SECURITY INTEREST: Riviera specifically reserves a purchase money security interest in Goods sold hereunder in the amount of the purchase price. This interest shall be satisfied by receipt of payment in full of this invoice. A copy of this Agreement may be filed as a financing statement with appropriate authorities at any time after signature by Customer in order to perfect Riviera's security interest, or in the alternative, Customer agrees to execute such forms as Riviera may require, including the appropriate UCC forms, upon request of Riviera in order to perfect Riviera's purchase money security interest.
4. WARRANTY: Riviera makes no representation or warranty of any kind, expressed or implied, as to merchantability, fitness for particular purpose, or any other warranty with respect to the goods. Riviera shall not be liable for and Customer assumes responsibility for all personal injury and property damage resulting from the handling, possession or use of the Goods.
5. LIMITATION OF REMEDY: Riviera's liability arising from or in any way connected with the items sold or services provided under this contract shall be limited exclusively to repair or replacement of the items sold (or repaired) or refund of the purchase price paid by Buyer, at Riviera's sole option. In no event shall Riviera be liable for any incidental, consequential or punitive damages of any kind or nature whatsoever, including but not limited to lost profits arising from or in any way connected with this invoice or items sold or repaired hereunder, whether alleged to arise from breach of contract, express or implied warranty or in tort, including without limitation, negligence, failure to warn or strict liability.
6. CALL TAGS: Only one call tag will be issued for a return authorization. If any additional call tags are required, a fee of \$10 will be charged.
7. REFUSED SHIPMENTS: Shipments refused due to an error on Riviera's part will be credited in full to the customer's account. Shipments refused due to customer error will be charged a restocking fee of 25% or \$25 whichever is greater of the price of each rug, plus all freight costs incurred.
8. FABRICATION ORDERS: Before orders can be processed, the Buyer must approve the order by signing and returning the Sales Order to Riviera. All sales are final. No returns will be accepted.
9. CUSTOM RUG ORDERS: A 50% deposit is required on all custom rug orders. Before orders can be processed, the Buyer must approve the order by signing and returning the Sales Order to Riviera. All sales are final. No returns will be accepted. No deposits will be refunded.
10. SELLER'S REMEDIES: Riviera reserves the right, among other remedies, to suspend any further shipments or purchase orders in the event Customer fails to pay any invoice according to its terms. Should Customer's financial responsibility become unsatisfactory to Riviera, cash payments or satisfactory security may be required by Riviera for future shipments or purchase orders.
11. FORCE MAJEURE: Riviera shall not be responsible for delays caused by strikes; accidents; freight embargoes; fire; floods; inability to obtain materials; conditions arising from war, domestic or foreign governments, terrorism, national or other emergencies; acts of God and any other cause beyond Riviera's control.
12. GOVERNING LAW: This Agreement is made in and shall be governed by and construed in accordance with the laws of the State of Georgia. Jurisdiction and venue for all litigation on Buyer's account shall, at Riviera's option, be in Georgia, and Buyer expressly consents and submits to the jurisdiction and venue of state and federal courts of the State of Georgia.
13. SEVERABILITY: If any provision of this agreement shall be deemed unenforceable by a court, then said provision shall be stricken from this agreement, but the remainder of this agreement shall remain enforceable.
14. NON-WAIVER: Failure of Riviera to insist upon strict compliance by Buyer with any of the provisions of this agreement or with any of its obligations hereunder shall not constitute a waiver of such conditions or obligations in the future or a waiver of any other condition or obligation hereunder.