

CONTRACT BETWEEN ARTISANS OF THE VALLEY, LLC (Artisans) AND (Buyer).

The Parties hereby agree as follows:

SCOPE OF WORK: The parties incorporate Artisans' proposal number _____ attachments as part of this contract as if set forth at length herein. Buyer shall be aware that Artisans provides custom products and service requiring interaction and detailed communication between parties. Details and decisions not specifically documented within the scope of work are the discretion of Artisans.

COMPLETION TIMELINE: Target completion date for this contract shall be set at _____. Deadlines are subject to change with changes to scope of work, materials availability, and may be impacted by Buyer response periods.

PAYMENT: Buyer agrees to pay Artisans as follows:

- a. Ten (10) percent, of the proposed costs as described in the proposal, shall be paid upon the execution of this contract.
- b. Forty (40) percent, of the proposed costs as described in the proposal, shall be received by Artisans within five days of Artisans' notice that it will begin work on this project. In addition to any remedies below, the failure to make such payment within the time frame provided will cause Artisan to cease all work on this project and begin work on another project. The rescheduling of Buyer's project shall be at the sole discretion of Artisan.
- c. Stage payments, large projects shall dictate a staged payment schedule. This schedule will be noted in the proposal.
- d. The outstanding balance shall be due in full upon final inspection at Artisans location unless otherwise noted within the proposal. Final payment shall indicate customer approval and satisfaction.
- e. Delivery payment, payment for delivery or shipping services shall be deemed separate from payments for commissions or services. Payment for such services may be required in advance or upon completion of service, this shall be stipulated in the proposal.

RIGHT TO INSPECTION: Buyer acknowledges their right to inspection of all services and commissions prior to delivery including at scheduled intervals during the performance of this contract and attached proposals. Artisans will notify the Buyer the completion of various stages and invite the Buyer to inspect the work. At any time during the performance of the contract, Buyer has the right to offer written notification of disputes or objections. Upon receipt of the Buyer's written notification, Artisans cease all work until such time as the matter is resolved pursuant to the section entitled, Disputes. Failure to respond within five business days to requests by Artisans to review and approve milestone status, samples of any kind, or notations of field change orders shall be considered an approval by the Buyer. Commissions and services concluded without objection shall be deemed completed to Buyer satisfaction.

DELIVERY: Delivery of work, including insurance on shipment, shall be separate from commission or service contracts and will, unless otherwise noted, be fare of the Buyer at Artisans location. Buyer shall be notified at least three days prior to the proposed delivery date. At that time Buyer will be notified of the remaining balance due for any work. Further, Buyer upon notification that the work is complete will have the opportunity to schedule a final inspection of the piece(s) at Artisans premises prior to delivery. Buyer's failure to do a final inspection will limit Artisans' warranties as noted below.

In the event that Buyer cannot agree to such a deliver date or does not pay the outstanding balance,

Buyer Initials: _____

Artisans may at its sole discretion store the products. Buyer shall be liable, in addition to all other costs, to Artisans for the cost of storage, which shall be either \$75 per day or actual costs of storage which ever is greater. Further Buyer shall pay a rescheduling fee if the project is stored for more than five business days which shall be ten (10) percent of the entire project cost.

Damages resulting from delivery or installation services provided by Artisans shall be the responsibility of Artisans to resolve. Damages resulting from third parties providing delivery, installation, or shipping services shall be the responsibility of Buyer or their designated insurance provider. Artisans requires all shipments by third parties to carry appropriate insurance.

DEFAULT: NON-PAYMENT OF DEPOSIT: If Buyer does not make any payment as required under this contract; Artisans shall cease all work on the project. Buyer further shall have forfeited Buyer's initial deposit and will be required to make a new initial deposit prior to Artisans' commencement of work. Failure to pay the outstanding balance at the time of delivery shall entitled Artisans to retain possession of the goods in addition to all remedies provided below. In the event of a dispute under or arising out of non-payment, the Artisans shall be entitled to monetary and equitable damages, interest of 18% annually, attorney fees and costs of suit.

OTHER DEFAULTS: In the event of a breach of this agreement the non-breaching party shall provide to the breaching party written notice of the alleged breach. The breaching party shall then have five days from the date of the notice to remedy such breach or to begin to remedy the breach for those breaches that may take longer to correct. (Cure Period). In the event that the breach is not corrected within cure period, the parties shall have all rights and remedies available to them at law and equity.

WARRANTIES: Artisans warrants that any products manufactured by it shall be delivered free of the rightful claim of any third person by way of patent infringement, and if buyer receives notice of any claim of such infringement, buyer shall, within ten days, notify Artisans in writing of such claim. If buyer fails to forward such notice to Artisans, it shall be deem to have released Artisans from this warranty as to such claim.

All products manufactured by Artisans of the Valley are backed by a limited warranty of 3 years against manufacturer's defects from the date of delivery / installation. Buyer should note that all wood products are subject to environmental conditions. Solid wood pieces will show natural expansion and shrinkage that may result in gaps, checks, or warping. Due to the variability of wood and its previous handling, staining may not be uniform. It shall be Artisans' sole determination of whether a defect is a prior defect, the result of environmental conditions, or wear/tear.

Due to the unpredictable nature of restoration services, antiques or collectables there is no warranty on restoration work performed by Artisans. Artisans cannot give a warranty because Artisans does not have control over the furniture's previous conditions and handling.

On all projects, Artisans shall not provide any warranty, replacement, or alterations to any new product or restoration service pertaining to color, stain, or finish selections previously approved by or purchased by customers. Artisans shall not provide any warranty against damage up to and including loss of any piece commissioned for refinishing, conservation, preservation, or stripping services. Customer shall note that chemical reactions to stripping agents may include joint failure, checking or cracking of surfaces, veneer separation, and bleaching. All restoration services are provided at customer risk, deposits, less expenses, will be refunded upon notification of irreparable damage, chemical incompatibility, or loss of piece.

Artisans does not warranty, expressed or implied, change in antique value from services provided. Our goal is always to enhance the value and integrity of any antique or collectable brought to our shop, however subjective appraisals before or after our services are considered beyond our control and out of scope for any warrantee.

Buyer Initials: _____

THERE ARE NO WARRANTIES OF MERCHANTABILITY AND NO WARRANTIES, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS AGREEMENT.

DISPUTES: In the event Buyer disputes the workmanship of the finished product, the Buyer shall make all defects known to Artisans at the time of delivery. In the event that the defect is the result of Artisans' workmanship, Artisans shall correct such defect. In the event, in Artisans' sole discretion, the defect is not the result of workmanship, but is due to previous condition, environmental conditions, etc., Buyer shall accept the piece as is and payment shall be made in full. Failure to notify Artisans of a defect upon delivery shall be a waiver of Buyer's right to withhold final payment.

INTEGRATION: This Agreement constitutes the entire agreement between the parties. It replaces and supersedes any and all other verbal or written agreements made heretofore between the parties on the subject matter hereof. The terms of this agreement may not be modified or amended except in a writing signed by an authorized representative of both parties.

NONWAIVER: If either party fails to exercise any of its rights or remedies, or to enforce a term or condition of this Agreement at any time, said failure shall not operate as a waiver and that party retains the right to enforce that term or provision at a later time.

SEVERABILITY: If any provision of this Agreement shall be held invalid or unforeseeable, such invalidity or unenforceability shall not affect any other provisions hereof. In the event that any provision of this Agreement conflicts with applicable law, such provision shall be considered modified to comply with the minimum requirement of such law and the remaining provisions of this Agreement shall continue in effect.

HEADING: The headings of each paragraph contained herein are for the convenience of the parties only and shall not be considered a part hereof for purposes of interpreting or applying this Agreement.

FORCE MAEURE: Neither party will be in breach of its obligations under this Agreement (other than obligations to pay monies due) in the event that, for cause or causes beyond its control, such party is unable to perform in whole or in part any one or more of its obligations under this Agreement. Such causes shall include but not be limited to labor disputes, governmental regulations or controls, fire or other casualty, inability to obtain materials or services, technical failure or difficulties, problems or interruptions with the Internet, computer viruses, storms or other acts of God, insurrection, war, or any other cause not within the reasonable control of Parties.

GOVERNING LAW VENUE: This agreement, and all claims arising from or related thereto, shall be governed by and construed in accordance with the laws of the state of New Jersey. The parties further agree that all actions relating to or arising from this Agreement, shall be brought in any Court of competent jurisdiction, federal or state, within the State of New Jersey.

TERMINOLOGY: Artisans will utilize industry standard terminology within proposals, product descriptions, designs, descriptions, contracts, and personal discussions. Buyer shall review all documents and request explanations of any terminology prior to acceptance of this contract. Buyer shall agree that dispute resolution shall include the use of standard terminology as interpreted in our professional experience.

APPRAISALS: Artisans provides estimates of antique or collectable value under various circumstances including, but not limited to, diminished value claims or insurance replacement value. Appraisals are subjective and based upon condition assessment, average value with recently sold comparable pieces, and professional opinion in good faith. An Artisans accepts no liability or responsibility for third party interpretation to our appraisals.

Buyer Initials: _____

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

Buyer:

Artisans of the Valley, LLC.

Eric Saperstein, Member

Date: _____

Buyer Initials: _____