**PAYMENT:** Orders are not considered placed until payment is received. Full payment is required to initiate all custom orders. Orders being drop shipped directly to client must also be paid in full at time of purchase. All other merchandise must be paid in full prior to delivery.

**TAXES:** Prices do not include any applicable sales, use, excise, or any other tax. Buyer agrees to pay all applicable taxes, which will be added at the time of invoicing. Out of state sales are not taxed. Designers holding valid resale certificates are not taxed as long as payment is made by permit holder.

**SHIPPING & DELIVERY:** Unless otherwise stated, shipping and delivery charges are not included in the cost of goods. In some cases, shipping charges from the vendor to Siglo Moderno may be added. Drop shipping directly to the client may be available at an added cost.

**Special Packing or Handling** - If special packaging or handling not contained in the specifications is required, Buyer agrees to pay all reasonable extra charges. Siglo Moderno can get quotes for shipping and delivery but large orders may be subject to a handling fee of 5% of the sale total.

**Delivery During Normal Business Hours** - Delivery and installation will be made during normal working hours. Buyers shall pay all additional labor costs resulting from required overtime work performed for Buyer's benefit.

Damage Claims - All claims for damages occurring before or during delivery will be deemed to be waived unless reported to Seller within 24 hours of delivery. We facilitate shipping and delivery as a courtesy and are not responsible for damages incurred during transit. All purchases should be fully insured. If damages do occur they must be reported within 24 hours of receipt and all packing materials must be saved for inspection. We will contact the shipper and make a claim on your behalf but Siglo Moderno will not be held responsible in any way.

**WAREHOUSING:** If merchandise is ordered to meet specific installation schedules and must be stored by Seller beyond the installation dates, Seller may bill and Buyer agrees to reimburse Seller for reasonable extended storage expenses. Items will be held for a period of 1 week free of charge. Items not picked up after this period will be subject to charges based on volume. Siglo Moderno is not responsible for loss or damage while merchandise is stored.

CHANGES AND CANCELLATIONS: All sales are final.

**Returns** - In-stock items are returnable within 5 days for store credit only and are subject to a 30% Re-stocking fee. Returns must be authorized by a store manager. Returns via post must be properly packed, insured and sent via UPS, FedEx or DHL at customer's expense to:

Siglo Moderno 8373 Melrose Avenue Los Angeles, CA 90069

Credit - Siglo Moderno credit is valid for one year from date of issue. Thereafter, unused Siglo Moderno credit is forfeited.

Refunds - Refunds are not issued except in the case of defective merchandise we are unable to replace.

**Special Orders** - Orders for specially manufactured merchandise may not be changed or cancelled. Once placed, these orders are non- returnable, for credit or for refund.

WARRANTY AND LIMITATION OF LIABILITY: All non-vintage merchandise sold by the Seller is warranted by the manufacturer. Buyer agrees that its sole and exclusive remedy shall be for the repair or replacement of defective merchandise under such warranty and that no other remedy (including, but not limited to, incidental or consequential damages, business losses, or injury to person or property) shall be available. Such warranty shall be in lieu of any other warranty, express or implied, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose.

**DELAYS:** Delays caused by labor disputes, governmental actions, Acts of God, or any other conditions beyond the Seller's control are excused, and the Seller may postpone performance for a reasonable time thereafter. Delays can and do happen. Any dates or times given for delivery are considered estimations and the Seller is not responsible for expenses incurred by the delay.

**CHANGE IN TERMS:** Prices are subject to change without notice. If a product is listed at an incorrect price, Siglo Moderno reserves the right to refuse, cancel or limit any order placed at the incorrect price.