

## Terms of Sale

1. **GOVERNING TERMS:** All for Mercy's sake, inc. sales shall be governed by the terms and conditions stated herein which supersede any representation or prior communications.

2. **PRICING AND PAYMENT:**

Prices are subject to change by us without notice. We are not responsible for typographical errors on the website. Payment on credit terms is subject to a late payment handling charge of 1.0% per month of the delinquent invoice amount from the due date shown on the invoice until the date of actual payment or the maximum amount allowed by law, whichever is lower, without prejudice to our rights and remedies in respect of your failure to pay invoices when due. All payments to be made by you represent net amounts we are entitled to receive and shall not be subject to deductions or offset for any reason.

Payment is due in full when ordered. FREIGHT COLLECT means you will pay for freight when the item is delivered.

3. **LEAD TIMES:** Generally, 2-3 weeks for smaller items; 6-8 weeks for larger items (beds, dressers, case goods). We do our best to deliver on a timely basis, but we are sometimes dependent on suppliers and cannot be responsible for delays beyond our control.

4. **DAMAGE CLAIMS:** All items are carefully inspected prior to packing. Do not accept a shipment that appears to have been damaged in transit. This includes Fedex, UPS and Freight deliveries. Freight drivers will not leave until you've signed for receipt. So you have the power and the right to unpack and inspect before signing (no matter how much they may complain). Once you accept a shipment, the item(s) belong to you and you are legally responsible for any claims due to hidden damage (freight company rules, not ours). If you should find damage or some problem with the item(s), do not accept delivery. Write on the waybill or bill of lading that you are refusing delivery and describe why and get a copy of it. Then notify us of the problem. Following these procedures assures your replacement item arrives as quickly as possible. All items are shipped insured.

5. **REFUNDS/RETURNS:** Custom items (oversized armoire, personalized art) are made to order; therefore, all sales are final. Other items may be returned, for a store credit, at your expense within 7 days of receipt. You agree to repack the item(s) exactly as received (or with equivalent packing materials) and to insure the shipment. Call us at (512) 268-3093 for shipping instructions. If the item(s) arrives in perfect condition, we will issue a store credit for the item price (not including shipping), redeemable within 90 days. Otherwise, the order is considered cancelled and no refund will be made.

6. **COPYRIGHTS:** All artwork, existing or custom, is copyright Hillary James of 'for Mercy's sake, inc.' and may not be reproduced in any way.

7. **CANCELLATION:** If we can cancel an order with our furniture-maker or supplier, you agree to pay an administrative fee of 5% of the invoice total. If we cannot cancel with our supplier(s), the cancellation fee is 70% of your order total.

8. **WARRANTY:** All furnishings are warranted by the manufacturer or builder. Finishes are non-toxic and designed to withstand normal wear and can be cleaned with a soft damp cloth (or diaper wipe) and wiped dry. Our furniture is not intended for outdoor use. Large items are constructed of the sustainable wood, sugar pine, and knotholes may bleed through over time. Similarly, most woods may, over time, develop hairline cracks which are not considered manufacturing flaws. Our sole obligation under this warranty is to repair or replace the merchandise, free of charge, if a significant defect in material or workmanship is discovered within 7 days of your receipt of the merchandise.

9. **LIMITATION OF LIABILITY:** Except for direct bodily injury, we are not liable to you or any other party for any damages which may arise out of or related to this agreement, including, without limitation, incidental, consequential, and special damages, even if we have been advised of the possibility of such damages. Our aggregate liability for any and all claims arising out of or related to this agreement, including negligence, shall not exceed the amount paid to us for the unit of merchandise involved in the claim. This section states your sole and exclusive remedy for any and all claims arising out of or related to this agreement.

10. **DISPUTE RESOLUTION:**

No claim or action arising out of or related to any sales may be brought by either party more than twelve (12) months after the cause of action has arisen, except in the case of nonpayment.

This agreement is entered into in the State of Texas, and its validity, construction, interpretation and legal effect shall be governed by laws applicable to contracts entered into and performed entirely within the State of Texas. Any action arising under or related to this Agreement shall only be initiated and maintained in competent state and federal courts located in Austin, Texas. The parties hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action.

Force Majeure: Except with regard to your performance under Payment of this agreement, neither party shall be deemed in default due to causes beyond its reasonable control.