



Standard Terms & Conditions

1. APPLICABILITY

These terms and conditions are incorporated into Beyond Stock LLC's Quotation & Contract (collectively, "Contract"). The Contract comprises the entire agreement between the parties, and supersedes all prior or contemporaneous communications, understandings, agreements, negotiations, representations, and warranties. The Contract prevails over any of Purchaser's general terms and conditions of purchase regardless of whether or when Purchaser may have submitted a purchase order or contract.

2. PAYMENT

Beyond Stock LLC's agreement to perform any work hereunder is conditioned upon Purchaser's satisfaction of Beyond Stock LLC's credit terms, as determined by Beyond Stock LLC's sole discretion. Payment terms are a non-refundable 50% deposit to enter into contract and 50% remaining balance due upon delivery for standard furniture pieces. For larger projects, especially those requiring installation, Beyond Stock LLC will require a 50% / 40% / 10% payment structure outlined on a per project basis. Beyond Stock LLC shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, arising out of Purchaser's failure to make all payments due under this Contract in a timely manner.

3. TAXES

Purchaser is responsible for payment of all taxes and duties not specifically assumed in writing by Beyond Stock LLC in the Contract. Purchaser agrees to defend, indemnify, and hold Beyond Stock LLC harmless from any damages and expenses related to any levy or attempted levy of any other taxes on Beyond Stock LLC.

4. SUSPENSION; TERMINATION

In addition to any other remedies available to Beyond Stock LLC, Beyond Stock LLC may suspend or terminate this Contract with immediate effect upon written notice to Purchaser, if Purchaser: (i) fails to pay any amount when due under this Contract (or any other agreement Purchaser has with the Beyond Stock LLC); (ii) has not otherwise performed or complied with any of these terms (or complied with the terms of any other agreement Purchaser has with Beyond Stock LLC); (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) exhibits other adverse credit conditions that are unsatisfactory to Beyond Stock LLC, as determined by Beyond Stock LLC at its sole discretion.

5. SHIPMENT; DELIVERY CONDITIONS

Purchaser agrees to provide suitable roadways or approaches to points of delivery. Beyond Stock LLC reserves the right to cease deliveries if Beyond Stock LLC concludes, in its sole opinion, that the roadways or approaches are unsatisfactory. In the event Purchaser Contracts delivery beyond curb line, Purchaser assumes liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries to the maximum extent allowed by law. Prices quoted herein are based on prompt unloading of trucks, and in case of repeated delays in unloading, deliveries may be discontinued until conditions are corrected. Delays of more than 1 hour are subject to an additional charge. Purchaser also agrees to provide a safe, suitable work area for Beyond Stock LLC and its affiliates.

6. TITLE AND RISK OF LOSS

Title and risk of loss passes to Purchaser at the time any materials or finished product is loaded into Purchaser's or Purchaser's agents' vehicles, or other modes of transport, or in the case of Beyond Stock LLC's completed delivery and/or installation of materials or finished product.

7. WARRANTY

Beyond Stock LLC performs its services in accordance with standards of skill and care generally observed by woodworkers performing similar services in the general location of the Purchaser. If Beyond Stock LLC fails to meet such standards, the sole remedy of the Purchaser shall be to terminate this Agreement and recover any direct damages Purchaser may prove. No agent, employee, affiliate, or representative of Beyond Stock LLC has authority to bind Beyond Stock LLC to any affirmation, representation or warranty concerning any products or materials sold to Purchaser, unless and until said affirmation, representation or warranty is expressed in writing and signed by an authorized Beyond Stock LLC representative. The description of goods and services contained herein is the sole basis for Beyond Stock LLC's warranty, and no statements or representations other than those embodied herein have been made or relied upon. Except as expressly provided herein, Beyond Stock LLC does not make and specifically excludes and disclaims all other warranties, whether express, implied, or arising by trade usage or course of dealing, including without limitation, any and all implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and any implied indemnities. In no event shall Beyond Stock LLC be liable for indirect, special, incidental, consequential or punitive damages to the purchaser or to any third party, without limitation to: damages arising from personal injury, lost profits, loss of business opportunity, loss of property, loss of use, economic losses, or statutory or exemplary damages, whether arising out of negligence, breach of warranty, breach of contract, strict liability or otherwise, even if Beyond Stock LLC has been advised of the possibility thereof. Beyond Stock LLC hereby disclaims responsibility for damages in excess of the purchase price. Purchaser shall verify that Beyond Stock LLC's materials, components, or finished product comply with the agreed upon plans and specifications prior to installation. Changes to the plans and specifications shall be made by written change order and Beyond Stock LLC shall be entitled to an equitable price adjustment for such changes.

Beyond Stock LLC hereby warrants to the original purchaser, for residential applications only, that all furniture, cabinets and accessories, hinges and all drawers, including system hardware, are free from defects in materials and workmanship. This warranty is expressly limited to repair or replacement of the defective part at the discretion of Beyond Stock LLC. This warranty does not extend to wear and tear, defects caused by improper handling, misuse, abuse, storage, third party installation, assembly or disassembly, negligence, intentional damage, product modifications or improper care, as well as exposure to the elements, including humidity, which may result in warping or splitting, accidental misuse, abuse or negligence.

This warranty is not valid, applicable, or transferrable to any vendors of Beyond Stock LLC for accessories and components provided by Beyond Stock LLC for any custom project – including but not limited to metalwork, ironwork, art glass, concrete, faux/specialty finishes, upholstery, as well as anything that is not made by Beyond Stock LLC in-house and within our purview. Beyond Stock LLC reserves the right to defer to the warranties and policies of these vendors when addressing any and all concerns relating to quality of workmanship or product. Any defects or issues must be addressed by the purchaser with the vendor directly and resolution of these issues will be at the discretion of the vendor and is not the responsibility of Beyond Stock LLC. Beyond Stock LLC is acting as a liaison of approved vendors in the aforementioned specialties in communication only.

Natural woods may vary in texture, color, and wood grain and exhibit subtle changes as they age. For example, wood joints may eventually have visible cracking around the joint area and cabinet colors may darken or lighten over time. Sunlight, smoke, moisture, household cleaners and other environmental conditions may cause materials to vary from their original color and/or to warp, split or crack. These variations are considered to be the nature of the material in relation to their environmental exposure and are not covered under this warranty. Furniture and cabinetry must be cared for in accordance with Beyond Stock LLC's Care Guide provided at the time of delivery or installation. Failing to appropriately care for the furniture piece or cabinetry as advised in the provided Care Guide will render the warranty null and void. Each custom furniture and/or cabinetry piece is made by hand. Slight imperfections and variations should be expected.

All claims for defective furniture, cabinets, and accessories must be submitted to Beyond Stock LLC in writing and must specify the defects present with photo documentation. All claims under this warranty must be submitted to the following address:

Beyond Stock LLC
23 South Maple Ave
Leola, PA 17540

8. TIME

Beyond Stock LLC shall make reasonable efforts to provide the labor, materials, and/or services by the specified delivery date and provide notice to Purchaser of any expected delays. Beyond Stock LLC is not responsible for any delays due to labor disputes, repairs to machinery, fire, flood, pandemic, adverse weather conditions, inability to obtain materials/components due to shipping delays, lack of availability or inventory, or by any reason of any other cause beyond its control, including the inability to produce materials meeting any applicable specification or requirement. In the event any such contingency should occur; Beyond Stock LLC reserves the right to determine the order of priority of delivering to its purchasers.

9. MODIFICATION

No amendment or modification of this Contract shall be valid or enforceable unless in writing and signed by the party sought to be charged, and no prior or current course of dealing between the parties, or any usage of trade in the industry shall modify or supplement the terms and conditions of this Contract.

10. NO WAIVER

The failure of Beyond Stock LLC to exercise any right granted hereunder shall not impair or waive Beyond Stock LLC's privilege of exercising such right to any subsequent time or times.

11. INDEMNITY

To the maximum extent permitted by applicable law, Purchaser shall defend, indemnify and hold Beyond Stock LLC, its officers, employees, agents, insurers, and affiliates, harmless from any and all losses, damages, expenses (including attorneys' fees), claims, suits, liabilities, fines and remedial or clean-up costs arising out of or in any way related to: (i) Purchaser's breach of this Agreement; or (ii) any act or omission by or on behalf of the Purchaser, its employees, contractors, affiliates, and/or agents.

12. APPLICABLE LAW

This Contract, and the rights, duties, obligations, and remedies of the parties shall be governed by or construed in accordance with the laws of the state in which the project is located.

13. WORK CONDITIONS

If Beyond Stock LLC's work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit Beyond Stock LLC to perform its work in a normal uninterrupted single shift operation. Unless a time for the performance of Beyond Stock LLC's work is specified, Beyond Stock LLC shall undertake the work in the course of its normal operating schedule. Beyond Stock LLC shall not be liable for any failure to undertake or complete the work for causes beyond its control, and Beyond Stock LLC may suspend the work for causes beyond its control, including but not limited to fire, flood, or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in Beyond Stock LLC's opinion is

hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which Beyond Stock LLC is involved, directly or indirectly. If for causes beyond Beyond Stock LLC's control, Beyond Stock LLC's work is not completed within twelve (12) months after the date of Purchaser's acceptance of this Contract, Beyond Stock LLC may cancel this Contract. In such event: (i) Beyond Stock LLC shall be relieved of any further obligation with respect to the balance of the work; and (ii) Beyond Stock LLC shall be entitled to receive final and complete payment for all work performed to the date of cancellation within seven (7) days thereafter.

14. INSPECTION

Beyond Stock LLC shall provide materials which comply with the approved submittals and the materials are subject to industry tolerances. Purchaser shall inspect all materials prior to installation in order to confirm that the materials comply with Purchaser's specifications.

15. SAFETY

Safety Data Sheets and all production information are available at the request of the Purchaser. Purchaser agrees to notify all persons handling or using the materials of the warnings contained in the Safety Data Sheets, labels, literature, and packaging relating to the materials.

16. STORAGE

Unless otherwise agreed to in writing, Purchaser shall take delivery of all materials and/or finished product within 7 calendar days of being notified that the materials or finished product are ready for delivery. A storage fee of \$10.00 per day shall be charged for any furniture piece stored at Beyond Stock LLC's facility for the duration of the storage time. A storage fee of \$20.00 per day shall be charged for the storage of multiple piece or cabinetry projects stored at Beyond Stock LLC's facility for the duration of the storage time. These fees are subject to change at Beyond Stock LLC's discretion. Beyond Stock LLC reserves the right to dispose of or repurpose any materials and/or finished product left at Beyond Stock LLC's facility for more than 90 days. In the event of disposal or repurposing of any materials or finished product, Beyond Stock LLC will not refund purchaser's deposit.

17. MANDATORY BINDING ARBITRATION

ALL CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATED TO THIS CONTRACT SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE WHERE THE PROJECT IS LOCATED. THE AMERICAN ARBITRATION ASSOCIATION SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES.