



Refund Policy

Seller Product and Services: King Retail Solutions, Inc. (hereinafter "Seller") designs and manufactures interior décor and signage ("Goods" or "Display"), and provides Display installation services and design only services ("Services"). Seller agrees to sell and Buyer agrees to purchase from Seller the Goods and/or Services specified in the attached Order Acknowledgement in conformity with the applicable specifications and approved drawings, if any.

Shipping; Delivery; Inspection; Acceptance or Rejection: Shipping dates for Goods sold and dates and times for delivery are estimates only and are not guaranteed by Seller. Seller may deliver the Goods at any reasonable time before or after any specified delivery date. Seller will package the Goods for shipment, as it deems appropriate. Seller may deliver the Goods all at one time or in portions. Late delivery of any partial shipment will not give Buyer the right to refuse to receive any other shipment. All errors, clerical or otherwise, are subject to correction by Seller.

Upon delivery of Goods, Buyer shall examine the shipment to determine whether any item or items are missing, damaged, defective, or nonconforming. Buyer is responsible for promptly notifying Seller if Buyer believes items are missing, defective, or non-conforming and for promptly notifying the carrier and Seller if Buyer believes any of the Goods are damaged during transit. Buyer will store any rejected Goods separately and make them available for Seller or its agent to inspect and investigate any claim. Seller will replace missing items or Goods proven to be properly rejected due to being defective or non-conforming, or damaged prior to shipment if promptly notified by Buyer following delivery. Seller will assist Buyer with freight claims for loss or damage to Goods that occurs during transit if promptly notified by Buyer following delivery.

Cancellation: Except as otherwise expressly provided in the Order Acknowledgement, the contract or any portion of the contract may be cancelled by Buyer without cause upon providing Seller written reasonable advanced notice of cancellation. In the event of any such cancellation without cause, Buyer shall pay Seller for Seller's work in process on a time and material basis at rates prevailing at the time of cancellation.

Warranty: For a period of one (1) year following acceptance of the Goods by Buyer, Seller warrants that the Goods will (i) conform to the specifications and other provisions set forth in Seller's Quotation; (ii) be free from defects in materials, manufacture/fabrication, or assembly; and (iii) be free from liens and encumbrances. This express warranty will be extended for an additional one (1) year (for a total warranty period of two (2) years following acceptance of the Goods by Buyer) if Seller is engaged by Buyer to provide the installation services of the Goods. During the warranty period (or extended warranty period if installation of Goods is provided by Seller), Buyer's sole remedy under this express warranty is replacement or repair of the defective Good as determined by Seller, in Seller's sole discretion. Seller shall not be responsible for and the foregoing warranty will not apply to any defects, non-conformities, or damages relating to the Goods caused by other than normal and proper usage; incorrect installation (unless said incorrect installation is performed by Seller) and/or maintenance or repair by a party other than Seller; misuse or abuse; alterations made by others without the written consent of Seller; or defects arising from materials or designs supplied by Buyer. As used herein "Good" has the meaning of "Good" provided in the Oregon Uniform Commercial Code.

Other: SELLER'S LIABILITY SHALL BE LIMITED TO THE COST OF REPLACING DULY REJECTED GOODS TO THE POINT OF DELIVERY SPECIFIED IN QUOTATION/ORDERACKNOWLEDGMENT FOR A REASONABLE PERIOD OF TIME FOLLOWING PROPER AND TIMELY INSPECTION AND REJECTION BY BUYER. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, OF ANY NATURE WHATSOEVER, ARISING FROM NONCONFORMITY OF GOODS OR SERVICES OR DELAY IN SHIPMENT, OR ANY OTHER BREACH BY SELLER.

No other conditions will be subject to any replacement or refund. The payment of the purchase price by Buyer is not contingent on receipt of funds from any source.