



Terms & Conditions

GENERAL

All orders are accepted subject to standard Terms and Conditions. *All sales are final.*

- Maggie Cruz Home reserves the right to refuse any order.
- Maggie Cruz Home reserves the right to periodically change Terms and Conditions without prior written notice.
- Maggie Cruz Home reserves the right to make modifications to prices, products and/or product components without prior written notice.

The “Maggie Cruz Home” name and marks are the exclusive property of Maggie Cruz Home, LLC. These marks may not be used in or with the name of any other business (specifically including, but not limited to, use of the name and marks to identify or “name” your retail store(s), to identify any person or entity other than Maggie Cruz Home, LLC or to refer to any goods or services other than Maggie Cruz Home, LLC, except as agreed to in writing by Maggie Cruz Home, LLC. All uses of the mark shall inure to the benefit of Maggie Cruz Home. In the event, Maggie Cruz Home finds it necessary to request that you cease and desist all further use of the “Maggie Cruz Home” marks and you fail to comply, Maggie Cruz Home reserves the right to suspend your customer account forthwith until such time as compliance shall be verified by Maggie Cruz Home and reserves the right to seek all damages incurred by Maggie Cruz Home as a result thereof. All uses of the mark shall inure to the sole benefit of Maggie Cruz Home.

Customers agree to cease and desist all uses of the Maggie Cruz Home, LLC marks that are not approved in writing by Maggie Cruz Home immediately upon request.

PRICES AND TERMS

A minimum of 50% deposit is required to initiate order fulfillment. Customer will be charged shipment separately at the time that



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the order is ready to be delivered to Customer. A service charge of the lesser of 1 1/2% per month or the maximum permissible rate allowable at law shall be added to all accounts not paid within five (5) days from the date of invoice for final shipment due to effectuate delivery. Orders must be paid in full, including all: shipping, receiving, handling, crating, packing, storage, if applicable, taxes and service charges two (2) weeks prior to order being scheduled for delivery.

- Prices for our products are subject to change without notice.
- We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.
- We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

PLACING YOUR ORDER

Orders may be submitted via email at Sales@MaggieCruzHome.com

All purchase orders must include the following:

- Company Name (the entity being billed, address, contact person, email and phone number);
- List of products to be ordered, including: Quantity, Color, Fabric and/or Finish specifications, as applicable, and cost¹;
- Receiving Warehouse Ship to Address;
- Payment information and Billing Address.

The above is defined as the “Purchase Order”.

¹ Customer is required to detail the exact Maggie Cruz Home Color, Fabric and/or Finish on the Purchase Order form. Should more than one Color, Fabric and/or Finish be required, the detail as to each per product shall be specifically delineated. All products that require specific Color, Fabric, and/or Finish specifications shall not be changed/altered at any time after the order has been approved by Maggie Cruz Home.



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ORDER CONFIRMATION

Upon receipt of a Purchase Order, Maggie Cruz Home will email an invoice if the Purchase Order is approved by Maggie Cruz Home. Should there be a question or issue with the proposed Purchase Order, a Maggie Cruz Home representative will contact customer at the number delineated in the proposed Purchase Order to require clarification. Once the Purchase Order is approved, an invoice will be sent to customer. Production on all Purchase Orders do not commence until a minimum deposit of 50% is received pursuant to the Maggie Cruz Home Invoice. Invoices sent without payment received from Customer shall at all times only remain as a quote and all quotes expire within fifteen (15) days of issuance. Maggie Cruz Home shall not be responsible to proceed with production of any Purchase Order until such time as payment and any applicable Customer Own Material (C.O.M) fabrics are received and acknowledged by Maggie Cruz Home. It is the customer's sole responsibility to carefully review the accuracy of the invoice, and upon verifying all information therein to be correct, forward the required payment to Maggie Cruz Home as confirmation of acceptance of the invoice and the specifications delineated therein in order to finalize the Purchase Order.

By paying the invoice, the customer agrees that the invoice shall represent a personal guaranty by customer to Maggie Cruz Home of payment of all amounts due thereunder. If Customer is a corporation or entity, the person duly authorized to effectuate payment and sign is the person that shall personally guaranty payment under the invoice. Upon Receipt of payment, an email will be sent by Maggie Cruz Home to Customer acknowledging receipt of payment and commencement of Purchase Order production. Please note that should C.O.M be instructed, no production may commence until Maggie Cruz Home acknowledges receipt of the C.O.M, which shall be delivered to Maggie Cruz Home at the customer's sole expense. Maggie Cruz Home is not responsible for the quality, yardage or any other issues pertaining to the fabric delivered by the customer.

All orders are made-to-order and, as such, items ship approximately within 12-14 weeks. Please note that actual lead time for your made to order items may vary depending on a variety of factors. Also lead time does not begin



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until payment has cleared and C.O.M has been received and confirmed by Maggie Cruz Home.

PAYMENT POLICIES

For domestic sales, Maggie Cruz Home accepts all major credit cards, checks, ACH payments and wire transfers from the customer. For international orders, Maggie Cruz Home only accepts credit cards and wire transfers in U.S. dollars ONLY. Orders shall ship upon clearance of the customer's funds. Wire transfers may be subject to a U.S. \$25.00 wire transfer fee. We do not accept any third-party customer's credit cards. Credit card fees may be passed on to the buyer in accordance with the law. A \$29.00 processing fee shall be applied to all checks of Customer that are returned for insufficient refunds.

SHIPPING

A shipping and handling fee will be assessed to each Purchase Order and may vary depending on the zip code of delivery.

Maggie Cruz Home is a manufacturer and does not sell direct to consumers at this time, however, may choose to do so at its sole discretion in the future without prior written notice or disclosure. Freight shipments are shipped to loading docks or curbside delivery is made at commercial delivery locations only. If approved, small parcel shipments may be shipped to residential locations, if approved by Maggie Cruz Home. It is your responsibility to inform Maggie Cruz Home if additional delivery services are required, such as white glove service, at time of payment and prior to confirmation of any Purchase Order. Any such specifications will be made at the expense of the customer. Please contact Maggie Cruz Home regarding residential curbside delivery or white glove delivery. Surcharges shall apply.

All items are NON-REFUNDABLE. Customer shall notify Maggie Cruz Home within twenty-four (24) hours of delivery of any product damage or



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defect as addressed below. There are no exceptions.

Maggie Cruz Home is not responsible for any added fees incurred by customer's receiving services. In the event that a shipment is consigned directly to a receiving service entity, said service shall be required to abide by Maggie Cruz Home's Terms & Conditions. It is the customer's responsibility to furnish receiving services with Maggie Cruz Home Terms & Conditions.

DAMAGES

Maggie Cruz Home has a high level of quality control which includes inspections throughout production, and at the time of packaging. Unfortunately, an unforeseen problem may arise.

Upon receipt of your shipment by customer or receivership, the following is required:

- Inspect the product noting any damage or defect on the delivery receipt;
- Contact Maggie Cruz Home via email within twenty-four (24) of receiving your shipment and provide us with photos of all damages and/or defects in the product;
- Keep all original packaging material - Save all packaging until the claim is resolved. If packaging is not retained, repackaging will be at the customer's sole expense.
- If shipment delivery is refused by Customer or receiver due to damage, please state the specific reason for refusal on delivery receipt and notify us at Sales@MaggieCruzHome.com and contact 305-912-7005 immediately.
- Refusal of a shipment for any reason other than damage or defect is not allowed.

Customer acknowledges and agrees that NO REFUND shall be made to customer should the product be rejected for any purpose other than manufacturer's defect or damage. Should a manufacturer's defect exist, Maggie Cruz Home may determine at its sole discretion whether a repair or replacement is necessary. Maggie Cruz Home fully reserves the right to dispute the alleged damage or defect claimed by customer upon receipt of



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any returned product that is returned in full compliance with the terms delineated herein. Any damage or defect not stated on the delivery receipt is deemed to have occurred after delivery of the Maggie Cruz Home product and shall not be the responsibility of Maggie Cruz Home under any circumstance whatsoever. By signing and accepting the delivery of any Maggie Cruz Home product, the customer fully accepts the product as-is.

CRAFTSMANSHIP

Maggie Cruz Home products are crafted using natural materials and heritage techniques. Products may have natural variations such as knots or graining, and may exhibit characteristic signs of an artist's hand. We consider these the perfect imperfections of natural materials and of hand-craftsmanship to contribute to the uniqueness and beauty of our Maggie Cruz Home pieces.

Our items may come from different manufacturers, so color variations may likely occur. For example, the shade of white in one product may be creamier or brighter than in another product. As such, should the customer desire more than one product of the same fabric and/or finishes, such instruction must be indicated on the Purchase Order and the multiple pieces containing the same fabric or finishes must be specified on the same Purchase Order. Products purchased under different Purchase Orders and/or invoices shall not be guaranteed to contain the same shade of color, fabric and/or finish. Additionally, as we continuously improve our designs and finishes, items from different production runs may vary slightly from each other.

RETURN POLICY

ALL SALES ARE FINAL AND NON-REFUNDABLE as they are custom made to order **PER THE** Purchase Order of each customer and are not items maintained in stock. Returns and exchanges are not accepted.

CANCELLATION



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If you wish to cancel a Purchase Order, you must do so in writing via e-mail and send your cancellation notice to Sales@MaggieCruzHome.com with subject header: **URGENT-Cancellation** & **must attach a copy of the purchase order and invoice**. However, cancellation will only be entertained if the product(s)/item(s) have not commenced production at the sole discretion of Maggie Cruz Home and if approved, charges may apply. Any charges incurred will be deducted from the payment under the Invoice and any refund of the remainder balance shall be made by check and mailed to customer via U.S. Mail within thirty (30) days of approved cancellation.

AGREEMENT

The Terms and Conditions delineated herein, in the invoice and purchase order supersede all prior communications, oral or in writing, and all proposals, understandings, conditions, warranties, covenants, or conversations/agreements between the parties relating to the product(s)/item(s) being purchased by customer from Maggie Cruz Home. This agreement may only be altered or amended by a written agreement signed by Maggie Cruz Home. If at any time a provision of this agreement shall be found to be illegal or non-binding by a court of law, the remainder of the terms of the agreement shall remain in full force and effect. No failure by Maggie Cruz Home to exercise any of its rights under the Terms and Conditions, at law or inequity shall be deemed a waiver of any rights of Maggie Cruz Home, all of which are specifically reserved and not waived.

Maggie Cruz Home, LLC

Headquarters

High Point Tradeshow



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4345 SW 72 Avenue
Suite G
Miami, FL 33155
305-912-7005

IHFC Interhall
Maggie Cruz Home, LLC
210 E Commerce Ave,
High Point, NC 27260

TEAM

Maggie Cruz, Founder & President
Macruz@MaggieCruzDesign.com 305-742-4862

Suzette Cruz, Co-Founder & COO
Suzette@MaggieCruzHome.com 305-851-1261

Isa Caballero, Project Manager
Isa@MaggieCruzDesign.com
305-498-8393

www.MaggieCruzHome.com