

TERMS & CONDITIONS OF SALES BY MORUXO FURNISHINGS

Definitions

- "Agreement": Refers to the terms and conditions of sale defined in this document.
- "Seller", "We", "Us", "Our": Refers to MORUXO FURNISHINGS
- "You", "Buyer", "Customer": Refers to the person, firm, company or corporation by whom the order is given
- "Product(s)", "Item(s)", "Piece(s)", "Furniture": Refers to the good(s) provided by MORUXO FURNISHINGS mentioned in this Agreement which are described in the invoice or order confirmation given by MORUXO FURNISHINGS
- "Website", "Site": Refers to www.moruxo.com
- "MORUXO": Refers to MORUXO Furnishings acting as a furniture reseller
- "Manufacturer": Refers to the party in Mexico who builds the furniture MORUXO resells

Agreement

All terms and conditions contained in this Agreement must be agreed upon by the Buyer for the sale to be accepted. Said terms and conditions shall be representative of the entire agreement between all parties, with no additional terms or conditions being added to or otherwise modify the provisions of this agreement unless made in writing and signed by MORUXO or an authorized representative. Should conflicting or inconsistent terms be presented upon receipt of Buyers' orders, shipping requests, or any other such printed forms, they shall not be upheld and will not imply any change to the terms herein.

Custom Ordering

To place custom orders, use our website or visit us in-person with an appointment. Upon approval of an order and full receipt of payment, our Manufacturer will begin construction of the product. Before submitting an order, it is important that you review the details carefully to ensure it is free of omissions and/or errors. Once payment has been received by us, the order is considered accepted, and MORUXO can no longer accept liability for errors which may have been overlooked.

For certain products we offer full customization where we relay customer requirements to our Manufacturer. For those customers who do not wish to design their items from scratch, we have made it possible for our customers to choose from our stock of best-selling items. Such items are sold as is and can be purchased online or in-person via appointment.

Please consult with us to discuss which items are available for customization and which are sold as-is.

Payment

All credit card payments (Visa, Mastercard, American Express, and Discover) are usually processed 24 hours or less after the order is placed. Checks are usually not accepted, and merchandise cannot be held without prepayment. Prices are only final once an order is placed and payment is processed – until then, they are subject to change at any time. Once an order is placed, payment is due in full.

Lead Time on Custom Orders

Each item at MORUXO is carefully handcrafted by our Manufacturer to fulfill our custom orders. This means the buyer can expect 8-12 weeks for completion of a custom request. These wait times may vary due to order volumes, holiday dates, delays, and more.

Delays on Custom Orders

Delays in both production and shipping are possible in our custom orders. Please do not worry if this occurs. Rest assured that we will do everything we can to get you your order in a timely fashion. At MORUXO, every custom order is crafted to the highest standard of quality by our Manufacturer. Our Manufacturer's hand-crafting process includes multiple stages of fabrication and development, and each step carries with it the risk of complications. However, in almost all cases, delays are due to circumstances beyond our control, such as busy holiday seasons, shipping difficulties, or unforeseen order complications. Despite this, we make every attempt to quote accurate wait times and work with our Manufacturer to meet these with each order. In no case shall MORUXO be held liable or responsible for damages or other consequences stemming from or resulting in delivery delays.

Characteristics of Handmade Products

Variations inherent to handmade products such as finish, pattern, markings, color, texture (grain in wood products), etc. are to be expected in all our items and should not be considered defects. Minor variations in production and manufacturing of certain materials may result in slight differences. For this reason, photographs uploaded to our website and photographs in our catalog should be taken as a guide and not as an exact representation of the characteristics of the actual item(s). Additionally, colors represented on a screen through a computer, tablet, or mobile device can also differ from true colors based on display settings and other factors. By placing an order with us, you are agreeing that you cannot dispute your purchase (whether custom or online) based on differences in finish, color, texture, or other physical attributes based on your expectations set by photographs in our website or catalog.

Dimensional Variances on Custom Dining Tables

Every one of our products is uniquely crafted and shaped by our manufacturer thus adding to its beauty. In our website (or catalog) it can be seen that some tables have more noticeable live edges when compared to others. In another example, some tables might have a wider curvy glass while others have a thinner less curvy glass and vice-a-versa. No two tables will ever be the same thus this should be expected in your custom order. Additionally, the cracks and recesses (sometimes filled with filler) will also differ from table to table (see the warranty for

more information on these features). To account for the variations in slab dimensions, live edges, cracks, curves, glass width, etc., our Manufacturer tries to adhere to the following parameters on custom dining tables:

1. The width difference between the widest and narrowest parts of the table will be a maximum of 20%.
2. Anywhere from 15-30% of the overall table width will be comprised of glass (only applicable for tables with the "river glass")
3. Cracks/Splits filled with the black filler will not be longer than 50% of the total length of the table.
4. After flattening, sanding, and finishing, most table slabs will be between 2.25 and 3.00 inches thick.
5. The total length of the table requested can have a variance of up to +/- 3 inches

Our Manufacturer adheres to these parameters as closely as possible, but they should be interpreted as an idea of the potential variances you will see on your custom dining table order. In some rare cases, a custom-built table can be outside of the tolerances listed above. By placing an order with us, you are agreeing that you cannot dispute your purchase based on slight dimensions variances when compared to the original order.

Table Slab Selection on Custom Orders

To keep prices competitive, we (MORUXO) will be selecting the slabs from our Manufacturer's catalog to be used in customer's custom orders. In doing so, we save a considerable amount of time which translates to more competitive pricing. If, however, a customer is set on selecting a slab, this can be done for an additional cost. This option can be made available on a case by case basis depending on the availability of slabs. The extra charge can be anywhere from 30% to 60% increase from that of our base price when the customer elects to choose his/her own slab from our Manufacturer's catalog. By placing an order with us, you are agreeing that you cannot dispute your purchase based on your disapproval of the slab selected for your custom table.

Living Organisms in Natural Wood

Our Manufacturer makes every effort to eradicate any living organisms found in their wood products. Such a process involves heat-treating the raw wood at elevated temperatures in large ovens to kill any living organisms. After heat-treating the wood, they place it in a location that has been thoroughly fumigated to prevent any organisms from reentering the wood. Additionally, any finished products applied to the wood will further act as a deterrent for such organisms. Despite all efforts this is not a foolproof process. There is always a slight risk of organisms reentering the wood at any time after being heat-treated. This is an inherent risk the customer chooses to take when purchasing furniture built from natural wood. We encourage customers to keep up with a regular fumigation schedule of their homes to prevent organisms from entering any MORUXO products. By placing an order with us, you are agreeing that you cannot dispute your purchase if you find any living organisms in your MORUXO product after our five day return

policy. Additionally, by placing an order with us, you are agreeing that you cannot hold MORUXO liable for any property loss and/or damage caused by living organisms suspected to have come from a MORUXO product. If you find your product has signs of organisms living in it, you can contact MORUXO for recommendations on pesticides that can be applied to the table.

Other Materials

Glass, metal, and other products all have naturally occurring variations in color, texture, and grain. Such variations are not considered defects. By placing an order with us, you are agreeing that you cannot dispute your purchase (whether custom or online) based on differences in finish, color, texture, or other physical attributes based on your expectations set by photographs in our website or catalog.

Other Imperfections on Furniture Pieces

Handmade natural wood furniture by nature will have minor imperfections. Our Manufacturer who crafts our furniture must work with the stubbornness of the wood in such a manner that the natural look (curves, grain pattern, knots, etc.) is accentuated in the finished product. Additionally, our Manufacturer must work with wood availability that can make amazing pieces of furniture where some might have minor imperfections. As a result, in some cases, small compromises are made where imperfections are left as-is. Such imperfections, in our tables for example, can include.

1. Table not being 100% flat (Tabletop and/or Table Bottom)
2. The table ends not making a 90-degree angle with the longitudinal centerline of the table
3. Filler can be used to fill voids in table up to 6 by 6 inches
4. For the river glass tables, the glass might not be 100% flush with the table

The details above are not a comprehensive list of all imperfections that can be found on our furniture pieces. They are merely examples of what can be present in a certain situation. By placing an order with us, you are agreeing that you cannot dispute your purchase based on small imperfections inherent to natural furniture being built by hand and not high precision machinery.

Shipping

Shipping is not currently offered.

Delivery

Customers will be contacted directly by phone or email once their orders are complete and available for pickup at the MORUXO location. Pickup time should be arranged at least 48 hours in advance. Customers should be prepared to thoroughly inspect their furniture when they arrive for pickup, as MORUXO will not be held responsible for any damage or faults that are identified after the furniture leaves the premises. Loading and unloading are also the responsibility of the

customer. MORUXO can help with loading on-site, but should any damage occur during the loading process, MORUXO will not be held responsible.

Final Assembly

Final assembly is the responsibility of the customer. For large pieces of furniture, this requires a moderate understanding of hand tools and the strength of four to six (depending on size) average sized adults to maneuver. In some cases, the furniture pieces have been loosely preassembled to ensure everything jives at a high-level. Additionally, when preassembled, not all the predrilled holes might match 100% at the time of final assembly. This can be resolved by making new holes with the included screws (screw will make a hole with the use of a drill) at time of final assembly. MORUXO is more than happy to review assembling instructions at the time of order pickup. By placing an order with us, you are agreeing that you cannot dispute your purchase based on assembly issues.

Chair Fitment on Tables

MORUXO is not responsible for customer expectations on how chairs should fit around a table. Each table is unique thus chairs need to accommodate the handmade and natural attributes of the table. Additionally, the chair design can impact the chair's "fitting" with the table. By placing an order with us, you are agreeing that you cannot dispute your purchase based expectations regarding chair "fitment" with the table.

Pricing

All our prices are subject at any time to change. Price information, wait times, product specifications, and all other features listed on our site cannot be guaranteed to be entirely accurate or complete. Should any purchase order, price quote, inquiry, or other website-related (or another form of correspondence) query be made on a product whose price is listed incorrectly for any reason, MORUXO shall retain right of refusal, cancellation, modification, and any other action deemed necessary to correct the error, regardless of whether payment has already been made or not. In the event of such an error, the price will be corrected as soon as possible, and all affected customers will be notified. A full refund will be provided to any customer(s) who have already paid for an order found to be in error in this manner. Under no circumstances will MORUXO be held liable to sell a product at an inaccurate price. In these cases, customers will instead be entitled to a full refund of any funds already paid for products and/or services canceled for this reason.

Storage Fees

Any merchandise that is not picked up within 7 days of notification of availability will be charged a \$15 per day storage fee. Customers who exceed the 7-day window must pay the storage fee before taking possession of the purchased item. By placing an order with us, you agree to pay the storage fee for items left at MORUXO premises longer than 7 days after notification of availability.

Changes to the Terms Conditions

These terms are subject to change, modification, and alteration by MORUXO at any time, in whole or in part, without notifying anyone. If you disagree with any such changes, you must immediately cease using our services. Continued use of our services constitutes acceptance of these terms and any subsequent changes. By occasionally navigating to the "Terms and Conditions" link on the MORUXO pricing / inventory page (or by contacting MORUXO for the latest copy of our terms), customers can keep abreast of such changes and ensure they wish to continue their patronage. MORUXO, without notice to its customers, reserves the right to terminate, change, suspend, or discontinue any aspect of the website and/or services, fully or in part, including features which allow for access and availability, at any time. Under no circumstances shall any customer or user of this website hold MORUXO liable for consequences of such actions.

Return, Exchange, Cancellation & Refund Policy

In-stock Items

In order to meet the needs of customers who do not wish to design their furniture completely from scratch, MORUXO makes every attempt to keep our best-selling items in stock and ready to purchase immediately. Items which are purchased from in-stock selection may be returned within 5 days of the original purchase for either store credit or exchange, provided the original receipt is shown and the product is in its original condition. The item must be returned to MORUXO's physical location at the customer's expense for the return to be finalized. You will have 90 days to claim your credit/exchange.

Only under very special circumstances will MORUXO give a monetary refund. This will be on a case by case scenario and will be up to the discretion of MORUXO. If a refund is given, a 15% percent restocking fee will be deducted from the refunded amount.

Custom Orders

Our Manufacturer begins production roughly 3-5 days after our customer's furniture requirements are relayed, cancellations for a full refund can only be honored up to 3 days after the customer submits his/her payment. Similarly, revisions to an existing order will only be accepted up to 3 days after order is placed. Depending on the type of revision an additional cost might be incurred by the customer.

In general, MORUXO does not offer refunds on custom orders. Only under very special circumstances will MORUXO give a refund for a custom order(s). This will be on a case by case scenario and will be up to the discretion of MORUXO. It is the customer's responsibility to understand all the variabilities outlined in this agreement as they relate to our handmade items. Additionally, the item must be returned to MORUXO's physical location at the customer's expense for the return to be finalized. If a refund is given, a 15% percent restocking fee will be deducted from the refunded amount.

Warranty on Wood Products

Handmade natural wood furniture has imperfection inherent in its design. Such aesthetic imperfections do not constitute defects (such as cracks caused by the drying process). Wood furniture movement occurs throughout the year as moisture is absorbed and then released by the wood products. As a result, the levels of ambient moisture will affect the wood product. Thus, customers may notice very slight changes in the shape or new small cracks forming over time in their wood products. This is normal and should not be interpreted as a defect or a weakening of the table. A dry home, for instance, may see more movement than a humid one. Ensuring proper indoor humidity levels are maintained throughout the year can lessen the effects of this phenomenon. Humidity meters and HVAC control monitors can be purchased if one is not already present in your home. However, even with every precaution made, these subtle changes and cracks in wood are simply inherent to the nature of the material. If you wish to address these cracks, they can effectively be covered using wood putty, applied with a putty knife. Should a customer have any questions about this process, they may consult online resources or contact MORUXO with their concerns. Natural wood furniture is best suited for cooler environments (around 72F) with relative humidity at somewhere between 45% and 55%. Such environments will help mitigate excess warping and cracking. Gradual change throughout the seasons is to be expected, but sudden changes in temperature and/or humidity should be avoided. These sudden changes will cause the furniture to rapidly expel or absorb moisture, leading to high internal stresses and tension, which is what leads to warping and cracking. In extreme cases, splitting may even occur. Additionally, exposure to UV from sunlight can also impact the appearance of your wood furniture. Dark wood can turn light and vice versa with enough sun exposure. The finish can also be affected and left looking brittle or dull. Depending on the directionality of the window, leaving natural wood furniture near large windows is not advised. Using blinds or covering the furniture with a sheet when not in use is recommended to avoid discoloring or other impacts. Additionally, high heat should not be applied to the surface of wood furniture. This can cause burns and other discolorations. Vinyl and glass-top table coverings should also be avoided to prevent uneven absorption of moisture. Splitting and cracking can also occur if natural wood furniture is placed directly on floors with in-floor heating.

For all the reasons listed in this section, MORUXO can only offer a warranty on structural malfunctions within 30 days of purchase. If within 30 days of purchase, a piece of MORUXO furniture incurs a construction or craftsmanship-related problem, MORUXO can be contacted to initiate a potential resolution. As part of the process, photos of the issue will be requested so that MORUXO can further assess the problem. If the problem is deemed by MORUXO to be construction or craftsmanship related, a store credit may be applied and granted to the customer. However, cracks and other marring caused by natural movement or carelessness shall not be considered. For example, please note the movements present in the following photos where the MORUXO warranty does not apply:

Sample picture of knot expansion/contraction caused by natural movement. This is NOT covered under MORUXO warranty.



Sample picture of crack expansion/contraction caused by natural movement. This is NOT covered under MORUXO warranty.



This warranty applies only to the original customer who purchased the furniture. The warranty is good for up to 30 days of taking possession of the furniture item. Repair or replacement, at MORUXO's discretion, shall be provided if the product is deemed by MOROXO to have structural malfunctions. Normal production time will apply for the replacement item. The warranty is only applicable to normal household usage and does not cover misuse, accidents, commercial use, or negligent care. The item must be returned to MORUXO's physical location at the customer's expense for the return to be finalized.

The MORUXO limited warranty does not cover the following:

- Color or graining variations in wood, lacquer, or other materials
- Damage such as scratches, chips, tears, and/or glass/mirror breakage from either normal household use or negligent use
- UV damage, including wear, shading, and shrinking
- Damage incurred in transit or while moving
- Metal oxidation
- Living organism infestation of a MORUXO product

The MORUXO limited warranty only covers major structural malfunctions. It is the customer's responsibility to understand all the variabilities outlined in this agreement as they relate to our handmade items.

Warranty on Other Products

The MORUXO limited warranty only covers major structural malfunctions on products other than natural wood items. The warranty is good for up to 30 days of taking possession of the furniture item. Repair or replacement, at MORUXO's discretion, shall be provided if the product is deemed to be defective under such warranty terms.

Privacy Policy

Our Privacy Policy outlines the care we take in handling information we collect from you and what steps we take to protect your identity. By occasionally navigating to the "Privacy Policy" link on the MORUXO pricing/inventory (or by contacting MORUXO for the latest copy of our privacy), customers can keep abreast of the latest privacy policy.

Indemnification

Your use of our website and/or services indicates that you implicitly agree to hold MORUXO harmless and further indemnify its affiliates, parent companies or subsidiaries, officers, agents, employees, directors, partners, and suppliers from claims, actionable damages, or other demands (up to and including reasonable attorney's fees) stemming from your use of MORUXO's services or through any content transmitted via the website or resulting from a violation of our Terms and Agreements.

Representations

Your continued use of our website and/or services warrants the following:

- That you are 18 years of age or older and are eligible to form a legally binding contract in your jurisdiction.
- All information about yourself has been and shall be submitted truly, accurately, currently, and completely.
- Customers placing orders on behalf of companies have enough authority to bind said companies to the Terms and Agreements laid out by MORUXO.

Limitation of Liability

Neither MORUXO nor MORUXO's suppliers/manufacturers shall be held liable or responsible in any way for damages, be they special, incidental, exemplary, or consequential, that arise from this agreement or through use of MORUXO's website and/or from services provided. Such damages include costs associated with loss of profit, business, goodwill, data, databases, computer programs, information loss, programs or other data arising in any information-handling system related to use or inability to use content or the MORUXO website or any linked website therein, third-party statements present on the website, unauthorized website access, accounts or passwords, even in the event that MORUXO is made aware of such damages beforehand. Depending on your jurisdiction, exclusion of incidental and consequential damages may not

apply to you. Under no circumstances shall MORUXO be held liable for any damages that exceed the invoiced amount paid by you or anyone else for the product in question.

Force Majeure

MORUXO cannot be held liable for performance failures or delays due wholly or in part to direct or indirect contingency, delay, failure, or because of anything whose nature is beyond MORUXO's reasonable control. Without loss of generality, this includes fire, explosion, earthquake, storm, flood or other weather, unavailability of necessary utilities or raw materials, strike, lockout, unavailability of components, activities of a combination of workmen or other labor difficulties, war, insurrection, riot, act of God or the public enemy, law, act, order, export control regulation, proclamation, decree, regulation, ordinance, instruction from government or other public authorities, or judgment/decreed of a court of competent jurisdiction.

Taxes

The levying of any taxes or excises of any nature at any time by governmental authorities, whether they be federal, state, or local, directly or indirectly, on the sale or transportation of any goods covered hereby shall be paid and borne by the buyer.

Waiver

Waiving by MORUXO of any breach of the terms and conditions herein shall not be construed as a general waiver of all or any other breach, and failure to exercise any right arising from any default hereunder shall not be deemed a waiver of such right at any subsequent time.

Severability

Terms and conditions herein which are found invalid, or found to be illegal or unenforceable, shall have their provision(s) severed and all remaining terms and conditions shall remain binding and effective.

Controlling Law

This agreement is to be deemed executed and delivered at Three Travelers LLC DBA MORUXO Furnishings, Austin, TX. All rights and obligations within this agreement, including matters of construction, validity, and performance shall be governed by the laws of the State of Texas.

Arbitration

In the event a dispute arises between the parties to this Agreement, the parties agree to participate in Dispute Resolution to resolve the dispute, as described below. Parties each expressly acknowledge that by agreeing to arbitration of a dispute, they are waiving all rights to a trial by jury. Both parties agree to use a mutually agreed upon private neutral or, if agreement cannot be reached, the parties agree to use the American Arbitration Association (AAA). If an

agreement cannot be reached on choice of a AAA neutral, AAA shall assign one. The Arbitrator selected shall have experience in the appropriate issues. The location of the arbitration hearing, and/or manner, will be held in Austin, Texas. The cost of the arbitration shall be borne by the party bringing the arbitration, but those costs can be awarded by the arbitrator as part of any damages determined. The arbitrator shall render a final, binding arbitration Award. The prevailing party shall be entitled to recover their arbitration costs and attorney's fee unless the arbitrator finds that the position of the other party was substantially justified or that special circumstances make an award of attorney's fees and/or costs unjust.

Please contact us with any questions regarding this agreement. MORUXO is a trademark of Three Travelers, L.L.C.

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