

Virtual Interior Designers **Ordering of Products Terms and Conditions**

Thank you for choosing VirtualInteriorDesigners.com for your designing needs. We are a team of design consultants and we are delighted that You have chosen to purchase your furniture, lighting, bedding, window treatments, fabrics, and/or other goods ("Product") through us and we look forward to working with You. One of the many benefits of working with us is that we know who manufactures quality products, which workrooms provide superior work at reasonable prices, and we know where to go to find hard to find items. We have built relationships with many national manufacturers and dealers. In some situations we can extend a 5% to 20% discount off the suggested retail price. We will make a small commission from the sale but do not charge you an hourly rate for placing, tracking and organizing delivery of your order. In order to maintain competitive pricing, we must institute these Terms and Conditions which apply when you order Product. These Terms and Conditions will hopefully answer most, if not all, of your questions regarding the placing and fulfillment of Your order.

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

These Terms and Conditions are effective from the date You place Your order and form a binding legal agreement between Hannah Interiors, LLC, dba VirtualInteriorDesigners.com ("VID"), and either (i) You in Your individual capacity or (ii) You in Your capacity as authorized representative of another person, company or other legal entity, together with that person, company or other legal entity for whose benefit You order the Product ("You" or "Your").

1. Acceptance of Terms. VID's acceptance of Your order is expressly made conditional upon Your agreement to these Terms and Conditions. By placing an order, You confirm that You have first read, understood and accepted these Terms and Conditions, and You acknowledge that You are bound by them. If You do not wish to be bound by these Terms and Conditions, then do not complete Your order.

2. Placement of Orders. Placement of an order using the VID website at www.virtualinteriordesigners.com shall constitute an order to VID for the Product chosen by You. When ordered, a non-refundable (except as may be otherwise specified herein) deposit is due.

3. Order Confirmations. A confirmation email is normally sent within 24 hours of receipt of each order. Make sure that VID's e-mail address is not blocked by spam filters. If You do not receive a confirmation e-mail, contact VID by phone to confirm our receipt of Your order. To avoid possible double-ordering (and double-billing), resubmit an order only if VID confirms in writing that Your original order was not received.

4. Cancellations and Returns. Once You place Your order, custom Product cannot be cancelled. You may cancel orders for other Product as long as the order has not been placed with the manufacturer or dealer by VID. Cancellation of Your order will result in You forfeiting Your deposit. Once the order is placed with the manufacturer or dealer, VID will accept no cancellations.

No Product can be returned or exchanged unless the Product is found to be defective or damaged upon delivery. In order to report delivery of a defective or damaged Product, You must do all of the following: 1) At the time the Product is being delivered, make a claim with the delivery person citing the defect or damage, 2) Take pictures and otherwise document the defect or damage, and 3) Report the defect or damage with the documentation in writing (via email) to VID within forty eight (48) hours of the Product being delivered. After the forty eight (48) hour period, You assume all responsibility for defective or damaged Product. If VID is agrees that You have received a defective or damaged Product, then VID will work with You and the manufacturer, dealer, and/or delivery company to resolve the issue.

5. Pricing. A Product description and price will be sent to You in an email from VID (the "Estimate"). Usually, the Estimate will contain accurate and up to date pricing. On rare occasion, the actual price may differ from that contained in the Estimate as prices are subject to change at any time. Should the actual price be different than that set forth in the Estimate, VID will notify You in writing of the actual price. If You decide not to go ahead with the order because of the change in price, VID will refund Your deposit and/or payment to You in full. The Estimate will include, if applicable, all delivery charges.

6. Payment. Special orders - For custom Product (as identified in the Estimate), payment in full is required at the time You place Your order.

Other Product - For all other Product, a non-refundable (except as may be otherwise specified herein) deposit of fifty percent (50%) of the price contained in the Estimate (the Product price and delivery charges) is due at the time You place Your order. The remaining fifty percent (50%) is due when the Product is ready for delivery.

7. Order Processing Time. You understand that VID is a design consultant and does not own or manufacturer the Product You order. VID will process Your order promptly but VID is not responsible for delays by manufacturers or suppliers in making the Product or delivering the Product to the warehouse for delivery to You. For in stock items, most clients will have their orders delivered within one to two weeks. For custom Product, it can take longer and delivery time depends on the specific Product You order. The foregoing time frames, and any estimated delivery dates contained in the Estimate, are not a promise of delivery dates. These are estimates only and actual delivery time may vary substantially from the estimate and could be sooner or could be later. A delay in shipping is not grounds for cancellation of Your order. VID is not responsible or liable to You for any delay in delivery of Product You order.

8. Warranty. You understand that VID is a design consultant and does not own or manufacturer the Product You order and, therefore, does not warrant the Product. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS, VID MAKES NO WARRANTIES OF ANY KIND AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

You acknowledge and agree that wood, stone, marble and other such material are "Natural Products" and the color, finish, grain, consistency and other features may vary from photos or samples. Any samples of Natural Product provided to You are meant to be representative only. Natural Products may not exactly match samples or related pieces and staining of Natural Product may differ slightly from samples or related pieces. You may also detect slight discoloration or scratches in some Natural Product. You acknowledge and agree that all of the foregoing characteristics are within acceptable industry standards.

9. Changes and Errors. All prices and descriptions of Product either herein or in the Estimate are subject to change. VID is not responsible for pricing, typographical or other errors, in any price or time estimate or description, and reserves the right to cancel or refuse, in its sole discretion and without any liability or obligation, any orders resulting from such errors.

10. Measurements. You are solely responsible, and shall accept full responsibility for, all measurements related to the Product and placement of Product including, without limitation, measurement of doorways to make sure the product will fit in a particular room and all measurements related to a particular space. For custom window treatments, a professional contractor must measure the area prior to You placing Your order. VID will work with You to find a local professional to measure for custom window treatments. You are solely responsible for the hiring of any such professionals. If VID recommends a professional to You either directly or indirectly, such recommendation is for Your convenience only. You are responsible for making all final decisions including, but not limited to, exact measurements and which professionals are used, and VID shall not be held liable for any acts or omissions of any such professionals, recommended or otherwise, or the failure to obtain correct measurements.

11. Limitation of Liability. VID SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THESE TERMS AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOST SAVINGS, OR FOR ANY DAMAGE RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT EVEN IF VID HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. VID'S TOTAL LIABILITY SHALL BE LIMITED TO THOSE DIRECT DAMAGES SUFFERED BY YOU DUE TO VID'S PERFORMANCE OR NON-PERFORMANCE UNDER THESE TERMS AND CONDITIONS AND IN AN AMOUNT NOT TO EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO VID FOR PRODUCT DIRECTLY RELATED TO THE DAMAGES SUFFERED. EXCEPT FOR AN ACTION BASED ON NON-PAYMENT, NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THESE TERMS AND CONDITIONS, MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

12. Indemnification. You agree to indemnify and hold VID and VID's officers, directors, agents and employees harmless against any and all claims, causes of action, suits, proceedings, losses, damages, demands, fees, expenses, fines, penalties and costs (including reasonable attorneys' fees and expenses) arising directly or indirectly out of the obligations of the Parties under these Terms and Conditions. Your obligations under this Section, "Indemnification", will survive any termination or expiration of these Terms and Conditions.

13. Governing Law and Venue. These Terms and Conditions shall be governed by, and construed in accordance with the laws of the State of Arizona, without regard to conflicts of law principles. All actions with respect hereto shall be brought in the state and federal district courts of Phoenix, Arizona, and in no other jurisdiction.

14. Uncontrollable Forces. VID shall not be liable to You for delay or failure to complete any obligation hereunder, if such delay or failure to perform is otherwise due to acts of God or other causes beyond the reasonable control of Company, which may include, without limitation, strikes, acts of war, the failure of computers, equipment, or software, or the illness or disability of VID's personnel.

15. Severability. If and to the extent that any provision of these Terms and Conditions is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof shall be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability, and shall be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction shall not in any way affect the legality, validity, or enforceability of any other provision of these Terms and Conditions in any other jurisdiction.

16. Section Headings. The section headings and numbering of these Terms and Conditions are for convenience of reference only, and shall not define or limit any of the terms or provisions hereof.

17. No Waiver. No failure or delay by VID in exercising any right, power or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise thereof by VID shall preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

18. Disclaimer. VID performs design consulting services in the State of Arizona. VID is not a registered or licensed Interior Designer in any state and nothing herein shall be construed as to create any obligation upon VID to become licensed or registered in any State.

19. Entire Agreement. These Terms and Conditions represent the full and complete understanding of the parties with respect to the subject matter hereof, superseding all prior understandings, arrangements and representations, whether verbal, written, or presented online.