

Terms of Service for Rental, Custom Fabrication & Sales (Shop Our Goods & Plant Market) are below; please scroll to locate.

RENTAL TERMS & CONDITIONS

Last updated October 2019

TERMS AND CONDITIONS OF RENTAL | Cinema Greens

This rental agreement is made between Cinema Greens -2319 Lovejoy Road; Hampton, GA 30328 and/or 1557 Saint Joseph Avenue; East Point, GA 30344 and the individual or company (you) referred to in the quotation supplied by Cinema Greens to renter (Quotation).

01 RENTAL QUOTE

The Quotation sets out a number of important terms including the items and plants to be rented, (Rental Items), the rental period and delivery times and the cost of the rental, delivery, set up and strike (breakdown). When you accept the Quotation via reply email or as otherwise agreed between Cinema Greens and you, you accept that these terms and the information in the Quotation are correct.

02 AGREEMENT

When you confirm your acceptance of the Quotation via email, message or other reply or as otherwise agreed between Cinema Greens and you, a binding agreement is made between us. The terms of the Quotation and these Terms and Conditions of rental together form the entire agreement between Cinema Greens and you (Agreement) and supersede any other terms that either party has proposed.

03 THE RENTAL CHARGES SHALL INCLUDE ALL:

1. The price for each of the rental Items, customizations, delivery, service fees, transport costs, setup & teardown fees, local taxes, credit card fees and any other charges agreed between the parties are set out in the Quotation (Rental Charges).
2. If any rental Item is lost or not returned in the same condition as it was supplied by Cinema Greens, with an allowance for what Cinema Greens considers is fair wear and tear, you agree

to pay the cost of replacing the rental Item if lost or the cost of cleaning, repairing or replacing (in the case of rental Items that cannot be cleaned or repaired) any damaged rental Items. You agree to pay such costs within 7 days of receiving an invoice from Cinema Greens.

04 PAYMENT

1. When you accept the Quotation Cinema Greens will send you an invoice setting out the Hiring Charges. You must pay the 50% non-refundable deposit within 7 days of the date of the invoice. You must pay the remaining 50% of the rental Charges no later than 7 days before the commencement of the rental Period (as defined in clause 5.2) unless otherwise agreed upon.
2. In the event that you require the rental Items to be available less than 7 days after payment of the non-refundable deposit, you must pay 100% of the Rental Charges when you accept the Quotation and return a signed copy of the Quotation to Cinema Greens.
3. If you pay an invoice less than 24 hours before the Rental Period commences, you must pay via credit card and ensure that there is sufficient credit on the card you use to cover the payment.
4. You must not set off against or deduct from the rental Charges any sums owed or claimed to be owed to you by Cinema Greens.

05 RENTAL ITEMS AND PERIOD OF RENTAL

1. The description, illustration and performance of any item contained on Cinema Greens' website or in any marketing material, price list or advertising does not form part of this Agreement unless expressly stated otherwise.
2. The rental Items will be rented exclusively to you for the period of rental (being delivery or pickup date to the pickup or dropoff date) as set out in the Quotation (rental Period).
3. Although a rare occurrence, Cinema Greens reserves the right to substitute any rental Item with a similar item if the rental Item is not available for delivery or collection at the start of the rental period.

06 VARIATIONS AND CHANGES

Once you have accepted the Quotation, Cinema Greens must agree in writing to any requests you have to vary the Agreement including the addition of any items or the extension of the Rental Period. Cinema Greens is under no obligation to give its agreement and will not be liable to you if it does not agree to the variations requested. If Cinema Greens does agree, a revised quotation will be sent to you. You will need to confirm in writing that the revised quotation is correct at which time it will form part of this Agreement. In some situations renters find they have over ordered upon delivery or pickup. We do not offer any refunds for over ordering, you must make the request to have Cinema

Greens remove any products while they are present for delivery. After this time, additional charges will apply to any requests to remove items and, in some cases, may not be possible.

07 CONDITION OF RENTAL ITEMS

1. All rental Items are properly maintained by Cinema Greens. Cinema Greens warrants that the rental Items are in good working order and fit for the purpose for which items of that kind are commonly supplied.
2. Cinema Greens takes no responsibility and does not give any warranty or guarantee (save for any warranty or guarantee required to be given pursuant to Consumer Law) with respect to the acceptability or suitability of the rental Items for the purposes for which you rented the rental Items.
3. You must inspect the rental Items on delivery. It is your responsibility to inspect the rental Items on receipt to ensure that all rental Items are in good working order and fit for the purpose for which you rented them. You must notify Cinema Greens within 2 hours of receiving the rental Items if they do not meet the criteria given above.

08 CUSTOMIZATION OF RENTAL ITEMS

1. Cinema Greens will consult with the Renter to obtain details about the design, signage or other custom decor element to be designed and produced by Cinema Greens to the Renter's specifications.
2. Once Cinema Greens has the necessary information from the Renter (eg. image ideas, dimensions and any other information relevant to the Renter's request), the Renter will be given a price quote and Cinema Greens will consult with the Renter to prepare any necessary descriptions or drawings in respect of the item.
3. The Renter acknowledges and agrees that natural materials can vary in color, and the color of the item you are renting may not exactly match samples shown to the Renter at the time of consultation. Plant live has variance; the plants shown on order pages are an example, your plants may differ slightly in foliage or color.
4. Custom decor and painted designs remain the property of Cinema Greens.
5. Wood, Metal or Neon Signs, must be purchased from a third party vendor. These signs are the sole responsibility of the Renter. Renter's responsibility to take receipt of the sign at tear down. Should renter nor representative be present at the time the sign is removed the sign will be left in the event space. Cinema Greens is not responsible for the return of the sign to return beyond this accommodation.

08 SUPPLY AND RETURN OF RENTAL ITEMS

1. You can either collect the rental Items from Cinema Greens or have them delivered to the Premises. You can also choose to return the rental Items to Cinema Greens or have Cinema Greens collect them from the Premises. The Quotation includes the details of the choices you have made and any additional charges for delivery, collection, setup or teardown by Cinema Greens.

2. Depending on the choices you have made, Cinema Greens will confirm with you the date and time window for when the rental Items can be collected, when they will be delivered to the Premises, when the rental Items will be collected from the Premises or when you can return them to Cinema Greens. Cinema Greens tries to work within the times you have indicated but will not be liable for any failure or delay in the supply, delivery or return of the rental Items.
3. When the rental Items are supplied to you, you must have given Cinema Greens prior, clear and written instructions as to where on the Premises you want the rental Items left and either you or your authorized representative named in the Quotation, must be at the Premises to accept delivery of the rental Items. If neither you nor your authorised representative can be present, it is your responsibility to authorise an alternate representative to sign the delivery docket. You must give Cinema Greens no less than 24 hours' written notice of the appointment of an alternate representative together with their name and contact number.
4. Cinema Greens is not liable to you or to any third party if you have not told us where you want the rental Items left in accordance with clause 8.3, or you or your authorised representative, is not present at the Premises when the rental Items are delivered, and you have not notified Cinema Greens of your alternate representative.
5. Where you have chosen to collect the rental Items from Cinema Greens you must, upon booking, provide Cinema Greens with written notice of the proposed date and time of collection of the rental Items and a contact telephone number for you or your authorised representative. Cinema Greens reserves the right at any time to refuse any carrier or person that you have chosen to collect the rental Items.
6. If you have chosen to return the rental Items to Cinema Greens, they must be returned on the date and by the time set out in the Quotation. If you do not return the rental Items by this time, Cinema Greens will charge you up to an additional weeks rental. Where Cinema Greens is responsible for delivering and/or collecting the rental Items from the Premises, you must ensure that there is suitable access at the Premises. If the access is not suitable, Cinema Greens has no obligation to deliver or collect the rental Items. If the rental Items are not ready for collection at the designated time or the Premises cannot be accessed for delivery or collection of the rental Items within thirty minutes of the designated time, you will be charged a waiting fee or additional rental charges in accordance with Cinema Greens' rental charges until the rental Items can be delivered or collected.
7. When you choose to pick up rental Items from or return rental Items to Cinema Greens, you are responsible for making sure that the vehicle and personnel you send are appropriate for the rental Items being picked up or returned and including the loading or unloading of the rental Items onto or from the vehicle you are using to transport the rental Items and for securing the rental Items properly in the vehicle. Cinema Greens is not liable for any damage or loss suffered by you or your nominated carrier in connection with the pick up or return of rental Items. Cinema Greens reserves the right at any time to refuse to allow any carrier or person that you have chosen to pick up or return the rental Items if in Cinema Greens' reasonable opinion, it would be unsafe or dangerous for that person to do so.

The rental Items are owned by Cinema Greens and title does not pass to you even if you become bankrupt, you are unable to pay your debts as they fall due, a liquidator is appointed or there are any other indications that you are insolvent.

Risk in the rental Items is borne by you from the time you collect the rental Items or the rental Items are delivered to the Premises until you return the rental Items to Cinema Greens or Cinema Greens collects them from the Premises.

You must not sell, offer for sale, part with possession of, mortgage, assign, transfer, charge, encumber or otherwise deal with the rental Items.

You hold the rental Items as bailee only for Cinema Greens during the rental Period.

9 RENTER'S RESPONSIBILITIES

You must:

1. Keep the rental Items in proper working order and in the condition in which they were supplied to you;
2. Store the rental Items safely and securely and protect from theft, seizure, loss or damage;
3. Allow Cinema Greens (or a nominated person) to enter the Premises to inspect the rental Items, at any times during the rental Period; unless otherwise prohibited.
4. notify Cinema Greens immediately if there is any loss or damage to any of the rental Items;
5. compensate Cinema Greens for the cost of repair of any rental Items that are damaged (other than through fair wear and tear) and are capable of repair;
6. pay Cinema Greens for the replacement cost of any of the rental Items that are lost or damaged beyond repair;
7. pay any additional costs incurred by Cinema Greens due to the loss or damage of any of the rental Items; and
8. only use the rental Items for their intended use and in accordance with any instructions for use provided to you by Cinema Greens.
9. for live plant rentals you must water plants in accordance with the provided schedule.

You must not:

1. alter, tamper, damage or repair the rental Items without Cinema Greens' written consent; this includes watering of plants outside of provided watering schedule.
2. remove the rental Items from the Premises without Cinema Greens' prior written consent;
3. give any of the rental Items to a third party for their use;
4. tamper with, obliterate, cover up or remove any words or signs affixed to the rental Items by Cinema Greens.
1. You must maintain at your own expense during the rental Period all appropriate policies of insurance (including by way of example, but not limited to public liability insurance, workers compensation insurance, business insurance or contents insurance). You must, before the

rental Items are supplied to you, produce on request by Cinema Greens, certificates of insurance or other documents that Cinema Greens considers appropriate to establish you have taken out the required insurance coverage.

2. If any of the rental Items are lost or damaged in circumstances where a claim can be made upon insurance effected by Cinema Greens then you must:
 1. provide all necessary co-operation to Cinema Greens, the Police and the insurer in respect of any claim; and
 2. immediately upon demand, pay to Cinema Greens any excess payable by Cinema Greens on the insurance effected by Cinema Greens.
1. The above provision does not in any way affect your liability for any loss or damage to the rental Items or any monies payable under this Agreement.

10 TERMINATION AND ACCESS FOR REPOSSESSION OF QUOTE ITEMS

1. Either party may terminate this agreement immediately by notice in writing to the other party:
 1. if that other party breaches a material term of this Agreement and fails to remedy the breach within 7 business days after being given notice of the breach;
 2. if that other party breaches a material term of this Agreement which is not capable of remedy; or
 3. the other party becomes bankrupt, insolvent, or is placed in liquidation, administration or receivership.
2. Without adversely affecting Cinema Greens' other rights and remedies, on termination of this Agreement, for any reason:
 1. you must provide Cinema Greens with all reasonable assistance in locating and collecting the rental Items;
 2. you agree that Cinema Greens or its employees or agents are entitled to enter the Premises, or any other premises at which the rental Items are located, and re-take possession of the rental Items; and
 3. you will indemnify Cinema Greens, its directors, employees and agents, against any liability, damage, loss, cost, charge or expense incurred by Cinema Greens arising directly or indirectly out of Cinema Greens exercising this right of entry.
3. Any provisions of this Agreement which by their nature should survive termination or expiration of this Agreement, will be deemed to survive termination or expiration of this Agreement and continue to bind the parties.
4. Subject to the prior written consent and agreement between Cinema Greens and you as to the sale price of any rental Item, Cinema Greens may at your request, agree to sell the rental Items to you at the expiry of the rental Period. The rental Items are not in any other circumstances offered for sale. If Cinema Greens sells the rental Items to you, ownership of the rental Items will remain with Cinema Greens until all amounts owing by you are paid in full.

11 INDEMNITY AND LIMITATION OF LIABILITY

1. Except as expressly set out in this Agreement, and subject to any terms, guarantees, warranties or conditions that by law may not be excluded, all representations, conditions,

guarantees, warranties, terms and obligations implied by law or otherwise relating to the rental of the rental Items are excluded.

2. If Cinema Greens is liable for the breach of an imposed or implied term, guarantee, warranty, representation or condition, Cinema Greens' liability is, at its option, limited to the replacement of the rental Items or the supply of equivalent items.
3. To the maximum extent permitted by law, the aggregate liability of Cinema Greens under or in relation to this Agreement (including indemnities) arising out of all or any act, omission or event or series of related acts, omissions or events will not exceed the dollar value of the rental Charges that you have paid under this Agreement.
4. To the maximum extent permitted by law, Cinema Greens will not be liable for any special, indirect or consequential loss or damage (including personal injury or death), loss of profit or opportunity whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise arising out of or in connection with the supply or use of the rental Items, including as a result of not being able to use the rental Items or the late or non-supply of rental Items.
5. You agree to defend, indemnify and hold harmless Cinema Greens, its directors, employees, agents and independent contractors against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable legal fees) arising out of or related to any claims, including negligence, made by third parties against Cinema Greens arising out of your use of the rental Items.

12 FORCE MAJEURE

Cinema Greens will not be liable for the consequence of any circumstances reasonably beyond Cinema Greens' control, which affects its obligations under this Agreement

13 NOTICES

A notice given under this Agreement must be in writing and sent to the recipient at the address specified on the Quotation. A notice is deemed to be received:

1. if sent by hand, when delivered to the addressee;
2. if by post in Georgia, 7 Business Days from and including the date of postage/on delivery to the addressee; or
3. if by email, on receipt by the sender of an acknowledgement or return receipt; but if the delivery or receipt is on a day which is not a business day or is after 4:00pm (addressee's time) it is deemed to be received at 9:00am on the following business day.

15 GENERAL

1. This Agreement is governed by the laws of East Point, Fulton County, GA, USA and each party submits to the non-exclusive jurisdiction of the courts of that state.
2. This Agreement can only be amended, supplemented or waived in writing signed, by both parties. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights shall not be deemed a continuing waiver or a modification of this Agreement

3. If part or all of any of this Agreement is illegal or unenforceable it will be severed from this Agreement and will not affect the continued operation of the remaining provisions of this Agreement.

CUSTOM FABRICATION SALE TERMS & CONDITIONS

Last updated October 2019

Here are the main points, but the further detail can be found if you keep reading. If you have any questions, please don't hesitate to ask:

PAYMENT SCHEDULE (refer to 5.0 Deposit and Final Payment)

50% deposit to confirm the order.

50% due prior to delivery/pickup of the unless otherwise arranged.

Any adjustments to these payment terms must be agreed on prior to order acceptance.

DELIVERY, INSTALLATION + PICKUP (refer to 8.0 Supply of Items)

Unless specified all Cinema Greens estimates exclude delivery. Cinema Greens can arrange delivery and/or installation for an extra cost, alternatively you can arrange pickup of your item from our warehouse in East Point, GA.

Please note by picking up from us you are taking responsibility for the product and must have appropriate ropes, tarps, blankets, and vehicle/s. It is not our responsibility to provide these.

LEAD TIME

Cinema Greens sales order generally have a lead time of 2-12 weeks unless otherwise specified. While this might seem like a long time remember you are getting a one-of-a-kind, handmade product. On order confirmation Cinema Greens will be able to give you a product due date. The estimate provided will be based upon the needed by date; should you need items sooner, once ordered, this could greatly impact the price as we must first get the necessary materials in place at our warehouse prior to the build.

The below terms and conditions of sale refers to Cinema Greens ('Cinema Greens') of 2319 Lovejoy Road; Hampton, GA 30328 and/or 1557 Saint Joseph Avenue; East Point, GA 30344 and the individual, company or corporation or agency who wishes to purchase a custom piece of item ('item') from Cinema Greens as named in the estimate ('Buyer').

1.0 Consultation

Cinema Greens will consult with the Buyer to obtain details about the item to be designed and produced by Cinema Greens to the Buyer's specifications.

Once Cinema Greens has the necessary information from the Buyer (eg. image ideas, dimensions and any other information relevant to the Buyer's request), the Buyer will be given a price estimate and Cinema Greens will consult with the Buyer to prepare any necessary descriptions or drawings in respect of the item. No drawings or specific descriptions of buildout will be provided prior to deposit.

Unless otherwise specified, all products are for indoor use only.

The Buyer acknowledges and agrees that natural materials can vary in color, and the color of the item you are purchasing may not exactly match samples shown to the Buyer at the time of consultation.

The Buyer further acknowledges and agrees that it is their responsibility to maintain the item (eg. cleaning and conditioning) to avoid discolouration and minimise wear and tear.

2.0 estimate

Following on from the consultation, Cinema Greens will prepare a formal estimate, including a price, details of the item, lead times together with other key terms (estimate).

An estimate is valid for 5 days from the date of issue; however, charges may increase if shipping of materials to Cinema Greens increases in that time.

For the avoidance of doubt, estimate includes any variation estimate agreed and accepted by Cinema Greens in accordance with these terms and conditions.

3.0 Agreement

Payment of 50% deposit will be deemed as acceptance of these terms and conditions and form a contract between Cinema Greens and the Buyer ('Agreement').

Cinema Greens rejects any other terms proposed by the Buyer not agreed by Cinema Greens and expressly incorporated in these terms and conditions.

4.0 Variations & Changes

Additional items provided to the Buyer or changes to the design of the item the subject of the estimate, which is not outlined in the estimate will be deemed a variation of the Agreement and is subject to the written consent of Cinema Greens, which may be withheld in its absolute discretion.

For the avoidance of doubt, Cinema Greens is not required to accommodate any requests for changes to the design of the item the subject of the estimate once final approval is received. Should the Buyer decide not to proceed with the purchase of item cancellation fees will apply as set out herein.

The Buyer acknowledges and agrees that any changes to the design of the item the subject of the estimate requested by the Buyer may result in an increase to the price and/or lead time in respect of the item.

Where Cinema Greens agrees to any variations, a revised estimate will be sent to the Buyer for the additional item and all variation prices must be agreed to by the Buyer prior to the item being delivered.

5.0 Deposit and Final Payment

A 50% non-refundable deposit is payable by the Buyer upon acceptance of the estimate, a signed copy of which must be returned to Cinema Greens at the time of payment of the non-refundable deposit. In lieu of a signed copy, payment of deposit will be deemed as acceptance of the contract on the buyer's behalf.

Full payment by either ACH, NET30 with PO, PO or credit card is required prior to delivery of the item. Credit card purchases are subject to a 3% processing fee.

The Buyer will pay the remaining 50% of the estimate prior to delivery of the item.

6.0 Cancellation of Order

Cinema Greens does not refund or exchange if you change your mind. In the event that the Buyer does not wish to proceed with the purchase of the item prior to the commencement of manufacture, the Buyer will forfeit the non-refundable deposit.

If the Buyer cancels the estimate after the commencement of the manufacture of the item, the Buyer agrees to pay a cancellation fee typically 75% but up to 100% of the estimate at Cinema Greens's discretion. The Buyer acknowledges and agrees that this figure is a genuine estimate of the loss likely to be suffered by Cinema Greens in the event the Buyer cancels the estimate after the commencement of the manufacture of the item.

7.0 Warranties

Cinema Greens warrants that the item will be free from defects, in good working order and fit for the purpose for which that type of item is commonly supplied.

Cinema Greens takes no responsibility and does not give any warranty (save for any warranty required to be given pursuant to the law) with respect to the suitability of the item for a Buyer's individual purposes.

It is the Buyer's responsibility to inspect the item on delivery to ensure that the item is free from defects and in good working order.

For the avoidance of doubt, and given the nature of natural materials in item applications variations to color and grades of materials used will only be considered defects if they fundamentally affect the structural integrity of the item.

8.0 Supply and Installation of item

A Buyer may elect to collect the item or have the item delivered and/or installed by Cinema Greens (or its authorised agents). Details of the supply of item (including any additional charges for delivery or installation facilitated by Cinema Greens) are set out in the estimate.

A delivery docket will be provided to the Buyer upon collection or delivery of the item by or to the Buyer. The Buyer must sign the delivery docket prior to any item being released by Cinema Greens into the custody of the Buyer (or its authorised nominee).

If the Buyer as named in the estimate is not present at the time of the delivery, it is the Buyer's responsibility to authorise a nominee to sign for the item.

Cinema Greens will endeavor to effect delivery of the item at the times indicated by the Buyer but will not be liable for any delay in delivery or for a failure to deliver under any circumstances. Cinema Greens reserves the right at any times to refuse any carrier of the Buyer.

Where the Buyer elects to collect the item from Cinema Greens' premises, Cinema Greens will confirm the date for collection with the Buyer.

Installation Services will be discussed in detail during the design phase and an estimate for these services will be provided within the estimate.

EXTRA HANDLING IF SITE NOT READY: If the job site is not available on the mutually agreed upon customer required date, charges will be assessed to the Buyer for additional handling or redirecting of product at standard hourly rates or actual charges if performed by a third party.

EXTRA HANDLING DUE TO SITE CONDITIONS: Charges will be assessed to the Buyer, at standard hourly rates or actual charges if performed by a third party, for excessive handling, storage and transportation incurred because of site conditions, activity of other trades, or other reasons not specifically identified in the quotation.

OVERTIME: Overtime necessitated by the customer, and not included in the original estimate, will be billed at 1.50 times standard billing rates.

SPECIAL PACKAGING OR HANDLING: Any special packaging, handling, or storage at other than Seller's warehouse that is required, but that had not been provided in the quotation, will be invoiced to Buyer.

JOB SITE: Job site will be clean and clear of all obstructions prior to installation. Buyer will provide adequate facilities and space for unloading, staging, moving, handling and storing product at job site. Buyer will furnish electrical current, heating, lighting, and elevator service at job site without charge to Seller.

ERECTION AND ASSEMBLY: Seller's ability to erect, assemble, install, permanently attach, or bolt in place movable items is dependent upon trade regulations at the job site. If applicable trade regulations at the time of installation require employing tradesmen to complete the installation, the Buyer will pay the cost.

9.0 Title

Title and risk in the products, such as loss and damage, pass to the Buyer on delivery or collection of the item, as the case may be.

10.0 Indemnity and Limitation of Liability

Cinema Greens shall not be liable to refund a Buyer should they cancel the estimate for reasons of variations in the colour or grain of natural materials used in the item manufactured for a Buyer from those samples shown at the time of consultation with the Buyer.

All guarantees, terms, conditions, warranties, undertakings or representations express or implied in any way relating to this Agreement are excluded to the maximum extent permitted by law.

Notwithstanding this, nothing in this Agreement restricts or modifies any right or remedy including any guaranteed imposed or implied under the law (if applicable) which contains guarantees to protect consumers of certain goods and services.

To the extent that Cinema Greens is able to determine the same our liability for breach is limited to (at our sole discretion) the repair or replacement of the item or a refund of the price paid by the Buyer for the item.

Save for any liability that Cinema Greens may not exclude, to the maximum extent permitted by law, our liability for all claims arising under this Agreement, whether in contract, tort (including without limitation negligence), equity, under statute, under an indemnity, or on any other basis, is limited to an amount equal to the estimate paid by the Buyer.

Subject to the provision of this Clause, Cinema Greens is not liable for any consequential, indirect or special loss or damage, loss of profits, loss of business, business interruption, cost or amount that the Buyer is liable for arising out of any loss suffered by third parties under or relating to this Agreement, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity, or on any other basis, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.

The Buyer must indemnify Cinema Greens against all liability, claims, damage, loss, cost and expended (including, without limitation, legal fees, costs and disbursements, on a full indemnity basis) whether incurred against or by Cinema Greens in respect of:

personal injury;

damage to tangible property;

or a claim by a third party, in respect of the use of the item.

To the extent that Cinema Greens's loss is caused by its negligence, the Buyer's liability is diminished.

11.0 Force Majeure

Cinema Greens will not be liable for the consequence of any circumstance reasonably beyond Cinema Greens's control, which affects its obligations under this Agreement.

12.0 General

These terms and conditions are governed by the laws of Fulton County, Georgia, USA and each party submits to the non-exclusive jurisdiction.

A provision of or right created under this Agreement will not be waived by Cinema Greens or varied except in writing signed by an authorised representative of Cinema Greens.

A waiver by Cinema Greens of a provision will not waive any other provision of this Agreement or constitute a continuing waiver unless expressly provided.

If a provision or right or remedy of a party under this Agreement is void or unenforceable for any reason, then that part will be read down or severed from this agreement without affecting the validity or enforcement of the remaining provisions.

The Buyer is not entitled to set off against or deduct from the price any sums owed or claimed to be owed to you by Cinema Greens.

The description, illustration and performance of any product contained in our catalogue, marketing material, price list or advertising does not form part of this agreement unless expressly set out in this agreement.

Cinema Greens may complete any blanks on any estimate on the Buyer's behalf.

13.0 Intellectual Property

The Buyer acknowledge that at all times all intellectual property including, but not limited to, designs, molds, techniques, methods of manufacture, photographs, specifications, artwork, text, patented inventions and registered designs remain the property of Cinema Greens.

The Buyer must not knowingly allow any intellectual property belonging to Cinema Greens to be reverse engineered, or copied or breached in any other manner. Cinema Greens may be entitled to compensation for any loss of royalties, damages and/or costs arising from the breach of Cinema Greens' intellectual property rights.

The Buyer may choose to purchase any designs, molds, artwork and designs as applicable and possible. Unless specified the buyer will not receive any of the items.

SALE (SHOP OUR GOODS & PLANT MARKET) TERMS & CONDITIONS

Last updated October 2019

Conditions of Sale:

The following Conditions of Sale ("Agreement") define the relationship between Cinema Greens ("Cinema Greens" or "we" or "us") and the buyer ("you" or the "buyer") of the product - either natural or fabricated ("Item") sold in connection with the website at www.CinemaGreens.com (the "Site"). We may modify these Conditions of Sale as well as any other terms, conditions or information on the Site by posting such changes on the Site. By making an offer to purchase any item or participating in any sale, you accept and agree to be bound by these Conditions of Sale and any other policies, guidelines, FAQs and requirements that we post elsewhere on Cinema Greens from time to time.

The Site:

The Site is a platform for the exhibition and sale of items. All buyers on the Site must be at least 18 years old and able to form binding contracts under applicable law. You are responsible for all charges incurred under your account. In order to make a purchase, Cinema Greens may use the services of third parties. We reserve the right to withdraw the item from the Site at any time without any liability whatsoever for the withdrawal. Unless agreed otherwise in writing between you and us, we are not responsible to the buyer in any way with respect to the exhibition or sale of any item on the Site.

Buyer's Responsibility.

Subject to fulfillment of all applicable terms and conditions of this Agreement, when the buyer makes a purchase on the Site the buyer shall immediately pay the total amount due, comprised of the total purchase price of the item and all applicable taxes and delivery & service fees. The buyer may pay by credit card or paypal.. By making a credit card purchase, the buyer irrevocably waives any charge-back rights the buyer may otherwise have under the buyer's cardholder agreement or otherwise. If a credit card or ACH payment is not approved, the buyer will remain personally liable for

the total amount otherwise due. In all cases, payment will not be deemed made until we collect the total amount due in good cleared funds. Title to the item will pass to the buyer when physical possession of the item is transferred to the buyer or the buyer's agent or common carrier. Any claims regarding purchases must be made directly to Cinema Greens.

If the buyer fails to comply with any applicable term or condition of this Agreement, the buyer will be in default, and we will be entitled in our absolute discretion to exercise any or all of the following rights and remedies (in addition to any other rights or remedies available to us at law): (i) to hold the buyer liable for the total amount due, and for interest, commissions on the sale at our regular rates, and any and all legal fees and incidental damages; (ii) to cancel the sale or any other sale to the buyer, retaining as liquidated damages any amounts already paid by the buyer; and/or (iii) to resell the item publicly or privately as permitted by applicable law, holding the buyer liable for any deficiency between the total amount originally due and the price realized on resale, as well as any costs, expenses, damages and legal fees associated with both sales. By failing to make any payment, the buyer will be deemed to have granted and assigned to us a continuing first priority security interest in any money or other property of or owing to the buyer in our possession, and we shall be entitled to retain and apply such money or other property as collateral security for the buyer's obligations to us. We will have all rights of a secured party.

Taxes:

The buyer is responsible for paying all sales, use, GST, VAT or other taxes or charges imposed by law (e.g., a resale royalty) which may be imposed in connection with the sale of the item that we are required to collect under applicable law and shall indemnify, defend and hold harmless (including reasonable attorneys' fees) Cinema Greens from costs associated with any failure to do so. We are required to collect sales tax for any item delivered in the same state that the item is currently located in.

Packing and Shipping.

We are not responsible for any act or omission of any shipper or common carrier in the shipping of the item.

All Cinema Greens' orders are packaged by hand with special care to protect your items.

Processing:

All US orders will be processed within 10 business days, though likely much faster.

International orders will be processed in 10 business days and delivered within 2-3 weeks, unless otherwise specified.

US Shipping:

Within the US, our packages are shipped by Freight, FedEx, USPS or UPS and shipping rates are calculated based on the size and weight of the items. Orders will be processed within 10 business days.

International Shipping:

International orders are shipped via FedEx or other appropriate delivery service depending on the item type. Orders will be processed in 10 business days and delivered within 2-3 weeks, unless otherwise specified. All charges will be in addition to the product cost.

Shipment Tracking

A tracking number will be sent to you as soon as your package has shipped.

Returns

Cinema Greens does not accept returns except in the case of defects or incorrect items sent/received. Please contact Cinema Greens within 48 hours of package arrival to notify us of any issues so that we may work with you to resolve them.

In some cases we'll offer a store credit within 10 days of receipt of the returned items. Items will incur a minimum 20% restocking fee. Write sales@cinemagreens.com to inquire. Buyer is responsible for shipping costs both ways.

Cancellations and Changes

Contact Cinema Greens immediately with any order changes or cancellations, we will attempt to accommodate these changes. Cinema Greens is unable to edit or stop orders once they are prepared for shipping. Cinema Greens does not refund or exchange if you change your mind.

Disclaimer of Warranties

Cinema Greens warrants that the item will be free from defects, in good working order and fit for the purpose for which that type of item is commonly supplied.

Cinema Greens takes no responsibility and does not give any warranty (save for any warranty required to be given pursuant to the law) with respect to the suitability of the item for a Buyer's individual purposes.

It is the Buyer's responsibility to inspect the item on delivery to ensure that the item is free from defects and in good working order.

For the avoidance of doubt, and given the nature of natural materials in item applications variations to colour and grades of materials used or provided will only be considered defects if they fundamentally affect the structural integrity of the item.

Except as provided for in the Certificate of Authenticity that accompanies the item, neither Cinema Greens nor any of our past, present or future direct and indirect parents, subsidiaries, divisions, affiliates, officers, directors, employees, agents, representatives, attorneys, successors, receivers, insurers, guarantors, related companies, interest holders, members, partners, beneficiaries and assigns make any representation of warranty or assume any liability whatsoever with respect to the merchantability, fitness for a particular purpose, description, size, quality, condition, attribution, authenticity, rarity, importance, medium, provenance, exhibition history, literature or historical relevance of the item, and no information regarding the item provided on the Site, in a bill of sale or elsewhere will constitute any such warranty of assumption of liability. We are not responsible for any errors or omissions in any information on the Site or elsewhere regarding the item. The item is sold "AS IS." We do not warrant that the buyer will acquire any copyright or other reproduction right to the item.

Intellectual Property

The Buyer acknowledge that at all times all intellectual property including, but not limited to, designs, molds, techniques, methods of manufacture, photographs, specifications, artwork, text, patented inventions and registered designs remain the property of Cinema Greens.

The Buyer must not knowingly allow any intellectual property belonging to Cinema Greens to be reverse engineered, or copied or breached in any other manner. Cinema Greens may be entitled to compensation for any loss of royalties, damages and/or costs arising from the breach of Cinema Greens' intellectual property rights.

Limitation of Liability.

Cinema Greens Shall not be liable for any damages, in particular Cinema Greens shall not be liable for any special, indirect, consequential, or incidental damages, or damages for lost profits, loss of revenue, or loss of use, arising out of or related to any dispute regarding any item offered and/or

sold on the Site, whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise, even if Cinema Greens has been advised of the possibility of such damages.

Indemnification.

Buyer agrees to indemnify and hold Cinema Greens and each and all of our past, present or future direct and indirect parents, subsidiaries, divisions, affiliates, officers, directors, employees, agents, representatives, attorneys, successors, receivers, insurers, guarantors, related companies, interest holders, members, partners, beneficiaries and assigns, harmless from any claims, damages, demands or liabilities including attorneys' fees and costs, arising in any way from your purchase of the item asserted by any third party, including but not limited your breach of this Agreement, or your violation of any third party right. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to assist and cooperate with us in asserting any available defenses. This indemnification and defense obligation will survive this Agreement.

Law and Jurisdiction.

This Agreement shall be governed by and construed according to the laws of the State of Georgia and the United States. Any claim or cause of action arising from or related to this Agreement or your use of the Site shall be filed solely and exclusively in an appropriate state or federal court located in Fulton County in the State of Georgia, and you irrevocably consent to the personal jurisdiction of such courts and waive any objections you may have to such courts as the sole venue for any such claim or cause of action, including but not limited to any claim that any such court is an inconvenient forum. In the event of any conflict between U.S. and foreign laws, rules and regulations, those of the U.S. will govern. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

Other Terms.

No agency, partnership, joint venture, or employment relationship is established as a result of this Agreement. This Agreement, in addition to other written agreements you may enter into with Cinema Greens, is the entire agreement and understanding between you and us regarding the purchase of any item from the Site and supersedes all prior or contemporary communications whether digital, oral or written. If any term or condition of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, that term or condition will be limited or removed to the minimum extent necessary so that this Agreement will otherwise remain fully valid and enforceable. Our failure to enforce or exercise any rights established by this Agreement will not constitute a waiver of any such rights or any other rights under this Agreement. Section headings in this

Agreement are included for convenience of reference only and will not limit the scope or effect of any Section.