

# EBANISTA

EBANISTA CORPORATE OFFICES  
2015 NEWPORT BOULEVARD  
COSTA MESA, CA 92627

*w* [www.ebanista.com](http://www.ebanista.com)

*t* 949.650.6300

*f* 949.650.3274

## COMMERICAL INVOICE

Sales Order [CM-010650](#)

Page 1 of 2

Date 8/8/2023

Modified Date 1/31/2024

Sales Revision CM-010650-1

Showroom Reference CM-4487

Sales Associate

Buyer and Shipper :  
Yosh Development LLC  
PO Box 4931 Abu Dhabi,  
UAE UAE

FOB Point :

Ship to:

Item Number	Description	Quantity	Unit Price	Total Price
<a href="#">502.003.003.COM</a>	ELBA CHAIR - COM 37"W x 36"D x 38"H Fully upholstered lounge chair With tufted backDressmaker skirt Loose seat cushion with self-welt COM requires 10 yards of plain fabric @ 54"	2.00	4,475.00	8,950.00

**ORDER RELEASE 1.31.24 WM**

Currency	Sub Total	Total Charges	Sales Tax	Total	Deposit Date	Deposits Received	Order Balance
<a href="#">USD</a>	8,950.00	0.00	0.00	8,950.00	8/7/2023	8,950.00	0.00

# EBANISTA

EBANISTA CORPORATE OFFICES  
2015 NEWPORT BOULEVARD  
COSTA MESA, CA 92627

*w* [www.ebanista.com](http://www.ebanista.com)

*t* 949.650.6300

*f* 949.650.3274

## COMMERCIAL INVOICE

Sales Order	CM-010650
Page	2 of 2
Date	8/8/2023
Modified Date	1/31/2024
Sales Revision	CM-010650-1
Showroom Reference	CM-4487
Sales Associate	

Buyer and Shipper :  
Yosh Development LLC  
PO Box 4931 Abu Dhabi, UAE  
UAE

FOB Point :

Ship to:

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

Standard Wholesale Terms of Sale: A minimum of fifty percent (50%) deposit is required on all orders and payment of such deposit by the Purchaser will constitute the Purchaser's agreement to all Ebanista terms and conditions of the sale. All Ebanista sales are final and no cancellations, returns, or refunds are allowed. Ebanista does not guarantee any specific delivery date on any merchandise. All quoted delivery dates are estimates only. This agreement serves as Ebanista's sole Terms of Sale and supersedes any verbal or written contradiction. All dye lots, finishes and sizes are subject to variation due to the nature of handmade merchandise. Ebanista offers a limited warranty against any manufacturing defect for a period of one year after delivery. All merchandise sold from the showroom floor is sold on an "as is" basis with all faults. Ebanista does not guarantee any fabric or leather against wearing, shrinking, colorfastness, fading, and/or oxidizing, color matching, or dye lot variation. Due to the handmade nature of Ebanista products all textile, wood, iron, stone materials and finishes vary in tone, color, character, and texture. Variation in color and veining are inherent in all of Ebanista materials. Ebanista does not guarantee any exact dimensioning on any merchandise. All orders are subject to correction and approval by the corporate office before they are accepted. On all upholstery orders, fabric will be applied at the discretion of the factory unless specific instructions are included as part of this order. All COM prices and yardages are quoted for 54" wide plain goods unless otherwise specified. Goods requiring special handling may be subject to upcharge and additional yardage may be required. Due to the inherent qualities of velvet, mohair and/or other fabrics constructed with a short, dense pile, Ebanista cannot be responsible for any markings, creases, and/or pressure points that may occur in shipping or with use after delivery. In the event of any corrections or price adjustments, Ebanista will notify the Purchaser of any possible adjustment and will hold the Purchaser's order pending Purchaser's written confirmation and acceptance of any adjustments. Prices do not include freight, packing, and handling charges; all such charges are the sole responsibility of the Purchaser. Ebanista will notify Purchaser when merchandise is ready for pickup/delivery. Purchaser shall pay the balance due within 10 business days and Ebanista will release the merchandise 3 business days after receipt. If merchandise is not removed promptly, Ebanista may elect to store the merchandise at the Purchaser's expense. If payment in full is not received within thirty (30) days after Purchaser is notified that merchandise is ready for pickup/delivery, Ebanista may, at its option, retain the merchandise and declare a forfeiture of the deposit as liquidated damages. Ebanista retains title to all merchandise until fully paid for by the Purchaser. Purchaser shall bear all risk of any loss or damage occurring while the merchandise is in transit or storage. The Purchaser shall be responsible for filing all damage claims. Purchaser agrees to pay all costs and expenses incurred in collecting unpaid accounts, including collection agency fees and attorney's fees. The Purchaser assumes all responsibility for proper installation of the merchandise. Ebanista shall not be responsible in any manner for damage to the merchandise resulting from improper installation or misuse. In the event of a dispute between Ebanista and Purchaser arising from or related to this sale, both parties agree to submit to binding arbitration in Orange County California before a retired judge or an attorney working as a professional arbitrator, selected by mutual agreement, and equally split the costs of the arbitration. Each party expressly waives any and all rights to other forms of litigation to resolve such disputes, including a lawsuit in court. California law shall be chosen. The arbitration award may be entered as a judgment in any court having jurisdiction. The prevailing party shall be entitled to reasonable attorney's fees and costs in any arbitration or permitted court action.