

ECC LIFE AND STYLE RETAIL SALE/CONSUMER AGREEMENT

1. DEPOSITS.

Whereas the nature of ECC Life and Style services is to purchase fine quality materials for custom cut and tailored clothing, all deposits must be obtained in advance of services and are expressly non-refundable.

2. DELIVERY.

Please expect approximately six to eight weeks delivery for all custom products. Out of stock materials may cause further delay. Delivery shall be at Customer's address listed in the Agreement unless otherwise specified. ECC reserves the right to charge shipping for International orders or orders outside of the Continental United States. ECC assures its customers that it will use its best efforts to provide the product within the stated time period but cannot be responsible for intervening causes or unforeseen circumstances.

3. TERMS OF PAYMENT.

Payment is due at the time the order is placed and is non-refundable. Acceptable forms of payment include cash, business or personal check or credit card, provided, however, that all products may not be released until payment funds have cleared.

4. ACCEPTANCE, RETURN & TAILORING OF GOODS.

It is Customer's responsibility to inspect delivered goods for conformance with order and report any claims in writing to Seller within ten (10) days of the date of delivery. In the event the goods do not conform to applicable warranties or specifications and property notice is received, the liability of Seller and Customer's sole exclusive remedy shall be limited to replacement or substitution of the non-conforming goods, exclusive of any labor or delivery charges. Unless goods are returned for breach of warranty or specification, Seller is under no obligation to accept a return of the goods. Seller is not responsible, assumes no duty to change an order, and assumes no liability for Customer's weight gain or loss, Customer's change in body mass, proportion, posture or other change in Customer's measures or specifications since the date of the order. From time to time, alterations are necessary to assure the proper Customer fit and satisfaction. Proper alteration is guaranteed, provided, however, proper alteration cannot be made unless Customer is measured or fitted by a qualified tailor chosen by Seller at the tailor's premises. Final alterations cannot be performed at Customer's home or office, proper mirrors and equipment need to be available. Seller will endeavor to locate a convenient tailor who is also qualified and Customer must be fitted by such tailor within 30 days of written notification or Seller shall have no further responsibility to alter goods and Customer shall be deemed to accept "as is", without further alteration.

5. WARRANTIES.

All items that are manufactured by Seller on behalf of Customer are warranted to be free from defects in material and workmanship and to materially conform to the requested specifications and measurements listed on the other side of this form. Seller is not responsible and assumes no liability for variances in samples or dye lots between actual manufactured product and fabric or style pictured, portrayed or described in any brochure, advertisement, catalog or promotion. Seller makes no warranty with respect to any goods manufactured by another person. Warranties on such goods, if any, shall be limited to those made by the manufacturer and any claims concerning such goods shall be directed to the manufacturer. NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IS MADE WITH RESPECT TO THE GOODS COVERED BY THIS ORDER.

6. LIABILITY FOR DELAYS.

Seller shall not be liable to Customer for unavailability of chosen fabric or for any delays in manufacturing, shipping, or delivering the goods, caused by any act of God, including fire, hurricane, tornado, flood, or frozen precipitation of any kind, or by any other circumstances beyond the control of the Seller, including but not limited to, fire, strikes, disputes with workers, accidents, war, insurrection, riot, civil commotion, inability to secure transportation or fuel, governmental interference or regulation, delays in transportation or other contingencies beyond Seller's control.

7. CHOICE OF LAW/DISPUTE RESOLUTION.

If the parties cannot agree on a dispute regarding a transaction, the parties agree to attempt private Mediation and/or binding Arbitration prior to litigation. The laws of the Commonwealth of Massachusetts shall govern all matters related to disputes arising out of transactions.

8. WAIVER.

Neither delay nor lack of enforcement of any of these terms and conditions shall preclude Seller from enforcing any and all of them. IN NO EVENT SHALL SELLER BE LIABLE IN CONTRACT OR IN TORT UNDER ANY OTHER LEGAL THEORY FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER INFORMED ABOUT THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES, AND NO MATTER THE CIRCUMSTANCES AND IN NO EVENT SHALL THE LIABILITY OF SELLER EXCEED AN AMOUNT EQUAL TO THE SALES PRICE OF THE GOODS SOLD HEREUNDER.