



Terms & Conditions

I. Definitions

Client– Any person who has signed a Work Order with The Good Upholstress or any person who is in discussions with The Good Upholstress on a potential project. Client may name on the Project Estimate, any other one person authorized to conduct business with The Good Upholstress on behalf of Client, such as a spouse, partner, parent, or adult child. Otherwise, all transactions and communications will be with the Client only as named on the Project Estimate. Client shall also be a person who intends to, upon completion of the job, keep possession of the item and not offer it for sale.

Day or Days – Any reference herein to a duration of days, i.e., “valid for 60 days,” or “10 days after,” the counting shall begin and end in the following manner. Day 1 is counted on the next calendar day. The expiration time shall be at 5:00 p.m. on the final day counted. If the expiration date falls on a Sunday or national holiday (a day when federal offices, such as the USPS, are closed), then the date shall fall on the next day all federal offices are open for business. “Days” shall mean calendar days unless specifically noted as “business days,” in which case Saturdays, Sundays, and federal holidays shall not be counted.

Materials – Materials will mean items generally used for the inner structure and support of the piece, such as webbing, muslin, tacks, twine, springs, foam, etc. It does not refer to final fabric covering or decorative trims (See **Fabrics & Trims**).

Post Delivery – The time after final payment and pick-up or final delivery of item.

Project – The item(s) as defined in the Work Order, such as, the chair, stool, sofa, etc., and is the same such item as provided by the Client for reupholstery services. The physical object of the Project may also be referred to as “piece,” “item,” or “job.”

The Good Upholstress or TGU – The business of The Good Upholstress and any authorized agent thereof.

Work Order – The Work Order is the final agreement between TGU and the Client for the Project to be completed. The Work Order incorporates all details of the Project Estimate. Reference herein to a Work Order will mean to incorporate any Work Order Modifications (“WOM”).

II. General Understanding

Upon receiving a signed a Work Order from Client, The Good Upholstress (“TGU”) will proceed with the Project with the expectation that the Client has agreed to the following Terms and Conditions (“T&Cs”). TGU reserves the right to cancel the Work Order at any time by providing the Client with a written notification of such cancellation. See **Project Termination**.

III. Project Estimates

The Good Upholstress will provide Client with the best estimation of the Project duration, cost, as well as any anticipated problem areas. The Yardage Estimates, Labor and Additional Services provided on TGU’s website are for *guidelines* only and are not binding. Estimates given by email are *estimates only* and are not binding. A Project Estimate will be in written form (in an email to Client) and will provide a general summary of:

- A. Client Contact Information: Aside from general contact information of the Client, the Client may also name one other person authorized to conduct business with The Good Upholstress on behalf of Client, such as a spouse, partner, parent, or adult child.
- B. Item Description: The Client, during the preliminary Project estimations will provide a photograph of the item(s). The item(s) delivered to or picked up by TGU must match the item(s) in the photograph. No substitutions. If the item delivered does not match or is determined to be in worse condition than discussed, TGU reserves the right to make new estimations for labor, materials and final delivery and revise the Project Estimate.
- C. Plan of Work: The Plan of Work will generally describe the steps TGU will take to reupholster the Project.
- D. Materials: The Materials list will be a general listing of the significant and unique materials needed for the Project, and it will provide estimated pricing. It will not list items of *de minimis* value such as tacks, twine, welting, etc. See **Materials**.
- E. Fabric & Trim: This section will indicate the type of fabric, brand and source of supplier (if known), yardage needed, and source (whether provided by Client or purchased by TGU). Client will provide instructions on disposal of new fabric and trim remnants, as well as the old covering. See **Fabrics & Trims**.
- F. Labor Fees: This section will generally list the base Labor Fee plus any Additional Services fees. See **Labor Fees**.
- G. Delivery: This section will provide the agreed initial and final delivery or pick-up dates and times, method and delivery fees, if applicable. See **Delivery**.
- H. Other Instructions: This section will list any other pertinent instructions for TGU and/or Client.
- I. Project Total: The Project Total shall itemize all Labor Fees, including Additional Services and/or estimated billable hours, Materials, Delivery Fees (if applicable).
- J. Deposit Due: This is the payment due by the Client at the time of initial delivery or pick-up in order for work to begin. See **Deposits and Payment Methods**.

K. Expiration Date: The Project Estimate will only be valid for 30 days. See **Expiration Date**.

Upon Client's satisfaction to the Project Estimate, TGU will prepare a Work Order that will incorporate the Project Estimate along with these Terms and Conditions.

IV. Work Order

The Work Order encompasses all details of Project Estimate and serves as the formal agreement between the Client and TGU. TGU reserves the right for slight deviations in techniques or materials that do not affect the final price, quality, or aesthetic of the finished Project. However, during the course of the Project, it may be determined by TGU that conditions mandate more significant deviations and a Work Order Modification ("WOM"). Requests by Client for significant changes to the method or any materials (fabric, trims, fillings, etc.) shall require a WOM. See **Work Order Modification ("WOM")**. Concerns with a Work Order must be brought to TGU's attention immediately by phone call and documented in writing via email to robin@thegoodupholstress.com.

V. Work Order Modification ("WOM")

In the event of a requested modification either by Client or suggested by TGU, a Work Order Modification – and any additional fees due – may be required before TGU continues work.

- A. Additional Services, Materials and Yardage: A WOM will incorporate any new respective billable services and materials and/or yardage. See *Additional Services* and *Yardage Estimates* on the TGU website for estimations.
- B. Unlisted Services: For any service that is not listed, labor will be billed at TGU's current hourly rate and materials will be billed at cost, plus any priority shipping and handling required to receive materials in a timely manner to complete the Project.
- C. Changes Requiring Additional Deposit: If the change to the Work Order, due to A or B above, exceeds 25% of the original Project Total, additional payment may be required to proceed with the Project. TGU reserves the right to defer the payment of additional materials and/or fees to the Final Invoice. See **Deposit**.
- D. Unsalvageable Property: It may be determined that a piece may be unsalvageable, for example, damaged from wood boring insects. See **Disposition of Unsalvageable Property**.

VI. Deposit

In general, fifty percent (50%) of the Project Total is due at the initial delivery of the item(s) to the TGU shop or pick-up by TGU. If the materials cost – items to be purchased by TGU during the course of the Project – makes up 25% or more of the Project Total, TGU will request 100% materials payment at the time of initial delivery (to be included with 50% of the labor). The deposit is non-refundable for Work Order cancellations after the ripping out begins. See **Cancellation**. A WOM may require an additional payment to be made. TGU reserves the right to defer the payment of additional materials and/or fees to the Final Invoice.

VII. Expiration Date

The Project Estimate will be valid for 30 days. If a Work Order is not executed and returned to TGU within those 30 days, TGU will not guarantee the same pricing, delivery date, nor availability to accept the Project. After 30 days, TGU will reassess the original Work Order and reissue it with any necessary adjustments to labor and materials. TGU will also apply a 2.5% fee of the original Base Labor for reissuing the Work Order. Client will then have 5 business days to sign and return the revised Work Order. Failure to do so will terminate that and any prospective Work Order between Client and TGU.

VIII. Disposition of Unsalvageable Property

Upon receipt of item(s) and prior to receipt of deposit, TGU will inspect the item for indication of woodworm. If evidence is found, TGU may refuse the order altogether to maintain the sanitary condition of the TGU shop and prevent further spread of the bug. Client shall remove the item immediately.

If TGU experiences during the process of ripping out, refinishing or recovering a piece that the pieces possesses extensive damage that would render the item(s) unsalvageable, TGU will consult Client and discuss disposal options. Client shall have 10 days to remove the item from the TGU shop. For evidence of woodworm, Client shall have 48 hours to remove the item else TGU will dispose of item. Unsalvageable conditions may include but are not limited to: woodworm or other insect infestation, structural damage beyond feasible repair, wood rot, and mildew or mold.

IX. Materials

Materials may include new fillings, springs, zippers, decorative nails, etc., but generally *not* include smaller overhead items of lesser value such as upholstery tacks, twine, black bottom, etc. Materials used from the TGU's inventory will be at cost.

- A. Substitutions: Due to Bedding and Upholstery Regulations set forth in the **Virginia Administrative Code, Title 12, Chapter 125 (12VAC5-125)**, TGU cannot allow Client to provide fillings. TGU will not allow a substitution of other materials supplied by the Client nor consider sourcing from any vendor suggested by the Client.
- B. Special Order Items, Including Delivery and Charges Thereof: If there are special items required for Client's job that are specific to that Project, Client will cover those materials at cost, from the supplier of TGU's choosing, to include shipping and handling at supplier's standard rates or to be selected by TGU for the best shipping rate possible to be received in a timely manner without causing delay to the Project. Expedited shipping may be required to keep Project on schedule. Materials purchased will be added to Final Invoice. If the materials to be purchased by TGU for this Project makes up 15% or more of the Project Total, TGU may request 100% materials payment included with Client's deposit.
- C. Fillings: If upon the "ripping out" stage the current fillings are discovered to be soiled or whose resilience has diminished, TGU reserves the right to replace without consultation with Client. When special materials need to be ordered, materials charges will be added to

a WOM and Final Invoice. Delivery may be via Priority (and at Client's expense) to prevent delay to the Project. Receipts for such purchase will be rendered to Client upon Final Invoice, if requested.

1. *Soiled Materials:* In some cases, cleansing of the materials may restore the materials to reasonable reusable state. In other cases, cleansing may further deteriorate materials or may not be efficient use of time. TGU reserves the right to determine the more suitable approach and add any ensuing labor fees (as according to the Additional Services) will be added to Final Invoice.
2. *Deteriorated Materials:* In cases where any material has deteriorated beyond reuse or repair, TGU will discuss replacement materials with Client and will properly dispose old materials.

X. Fabrics & Trims

TGU will do its best to advise customers of the suitability of fabrics insofar as to the workability for recovering the piece. TGU can purchase the fabrics and/or trims if Client desires for additional fees.

A. Client Supplied Fabrics: Client supplying his/her own fabrics do so at his/her own risk with these additional provisions understood and agreed upon:

1. *Shortages:* TGU will work with Client to determine overall yardage requirements. In the event of any inadvertent calculation, i.e., improper measurements provided by the Client or Client purchasing fabric prior to be given TGU's estimate, Client shall be required to supply additional and adequate amount of fabric as determined by TGU to complete the Project.
2. *Multiple/Small Pieces:* TGU reserves the right to apply a 5% surcharge for handling multiple and/or small pieces provided by the Client versus providing the fabric in one continuous piece.
3. *Flaws:* Client should inspect for flaws in the fabric. It is advised for Client to closely watch as the fabric is cut at a store so that corrections may be made by the store at the time of purchase. Accepting any flawed fabrics in exchange for a discount may be counter-economical as it may require even more yardage and/or surcharges for TGU to work around. Flaws may be: stains, miscolorings, thread pulls, fading, creases, any other deterioration or damage that compromises the integrity or appearance of the fabric. TGU cannot be held responsible for fabric flaws discovered in the cutting phase; if TGU cannot cut around them, Client will be notified.
4. *Pattern Matching:* Unless pattern matching is already incorporated into the Work Order, fabrics that will not pattern match accurately will cause delay. Therefore, TGU will inform Client for further instructions and TGU reserves the right to add up to a 25% surcharge on the base labor costs (depending on scale and complexity).
5. *Fabric Manageability:* When fabrics behave unexpectedly and cause extra time on TGU's part with which to work, TGU will inform Client for further instructions and TGU reserves the right to add up to a 10% surcharge.
6. *Fabric Longevity:* TGU is not responsible for the present or future behavior of the fabric and trims, such as wearing and deterioration, stretching, shrinking, staining,

washability, fading, discoloration, ripping or shredding, flammability, or damage to person or property, where the Client has acted against or without regard to the manufacturer's/retailer's instructions or used fabric for unintended purposes. When a Client supplies his/her own fabrics, it is Client's responsibility to ensure the fabric is suitable for the purpose of its use. Client assumes risks with any cleaning (washing, dry cleaning, vacuuming, spot treatments, etc.) of covers, removable cushions or pillows.

7. *Old Covering:* Current covers will be removed prior to reupholstering; they will not be covered over with new fabric and trim. The removed covering and trim will be immediately disposed unless the client instructs in the Project Estimate that these pieces are to be returned. Client understands that no extraordinary measures will be taken when ripping out of current covering and pieces will be torn and possibly contain tacks and/or staples.

B. TGU Purchased/Supplied Fabrics: TGU is willing to assist Client with acquisition of any fabrics or trims, with these provisions understood and agreed upon:

1. *Purchases by TGU for Client:* TGU will work with Client find the optimal choice of a fabric covering and/or trims. Fabric purchased by TGU on behalf of Client shall be paid in full by Client at the time of the initial delivery. Payment for fabric is non-refundable, except in the event of a return, less any restocking, shipping and handling and/or mileage by TGU. Once the refund transaction is complete, and funds are returned to the TGU account, Client shall be refunded with a TGU business check.
2. *TGU Current Stock:* TGU already has new (limited) stock in inventory from which Client may purchase.
3. *Fees:* TGU shall assess applicable fees for time and travel involved with selecting and/or purchasing fabric on behalf of Client.

C. *Post delivery:* TGU will not retain remnants of Client's fabric in the TGU shop, unless a Work Order for a future project with that Client is in progress. Fabric left behind at the time of final delivery must be picked up within 10 calendar days of final payment/final delivery or fabrics will become property of TGU.

XI. Labor Fees

Labor Fees are based on size and complexity of the piece. Base labor rates can be estimated by using the Labor and Additional Services guidelines on the TGU website. When additional services are required to complete the Project, those service fees will also follow the Labor and Additional Services guidelines on the TGU website or shall be billed on a hourly basis (See Unlisted Services, in V. B.), documented in a Work Order Modification ("WOM"), and approved by Client, before work is continued.

XII. Delivery

Note: Pick-up or delivery by TGU is not available at this time.

Unless otherwise agreed to between TGU and Client, all items shall be delivered to and pick-up from the TGU shop. Client shall immediately inform TGU of any necessary change to Delivery or Pick-up schedule.

Client shall be responsible for the adequately sized vehicle and method for moving the items – including additional person(s) to lift and place as needed. Client shall be responsible for all aspects of transporting the item(s). Tarps, cloth or blankets, are recommended.

If Client uses a moving service, it is at Client's expense and risk. Client shall provide TGU, in advance of pick-up or delivery, with the name and phone number of the moving service.

A. Initial Delivery

1. Client shall have fabric and other necessary materials (i.e., new pillow forms) available at the start date of the Work Order, generally delivered with the piece, unless provided for a later delivery in the Work Order. TGU will make every effort to have all materials on hand or place orders for timely delivery of materials in time for use. TGU will keep Client informed of any supplier delays or shipment problems or other factors that can affect final delivery times.

B. Final Delivery

1. TGU makes every effort to have item ready as scheduled. Client shall plan to pay for and pick-up item as scheduled.
2. No item shall be picked up by the client that is not paid in full and cleared.
3. TGU endeavors to have items available for pick up on the day and time specified on the Work Order – contingent upon materials being available at the time the work is to be undertaken.
4. TGU reserves the right to impose a fee of \$10 per day for each day beyond the contracted pick-up date.
5. Client shall take possession of item within 30 days of cleared payment or shall forfeit ownership and TGU shall repossess items.

XIII. Sanitization

All pieces to be reupholstered are under regulation by **Virginia Administrative Code, Title 12, Chapter 125 (12VAC5-125)** to be sanitized. Therefore, all pieces upon entry of the TGU shop will undergo a quarantined sanitization process and tracked in a log. Materials that are reused will also be further cleaned and/or sanitized by approved methods. TGU will employ approved methods for handling and disposal of old, used materials.

XIV. Final Invoice

The Final Invoice shall itemize all Labor Fees, including Additional Services and/or billable hours, Materials, Delivery Fees (if applicable), and deposits or other payments made by Client. The balance remaining shall be paid by Client at the time of pick-up from the TGU shop. TGU will provide Client with original invoices/receipts for Materials purchases made during the Project, if requested.

XV. Cancellation

The Client has the right to cancel the Work Order at any time. Client shall provide such timely and adequate notice and be aware of the following scenarios that affect the amount, if any, of refundable deposit or that may require a portion of or full Final Payment for work completed to the date of cancellation.

- A. Methods of Providing Cancellation Notice: Client shall cancel through written notice via email to robin@thegoodupholstress.com. (A phone call or text message conveying the Client's wish to cancel shall serve as a courtesy and extra surety of communication, however, only written notice via email will be deemed official by TGU.) No communication shall be considered as received and read by TGU until actually acknowledged by TGU via return email to the originating email address. Such acknowledgement will include cancellation instructions and details.
- B. Affect of Cancellation on Client's Deposit/Final Payment: The following are cancellation scenarios that affect Client's deposit and/or may require additional payment for work completed to that point or materials purchased. Note, when the Work Order consists of a pair or set of pieces, TGU's practice will be to work on all pieces simultaneously in congruent stages. However, when not practicable to do so, the piece in the most advanced stage of reupholstering will be the stage considered in the calculation of any refundable deposit.
1. *Pre-Ripping out/Pre-Deconstruction:* Once TGU receives the item, the item is sanitized. At this stage, 50% of the deposit will be refunded, less Materials – see C.
 2. *Ripping out/Deconstruction:* Once ripping out begins, even if only the first few staples, tacks, or seams have been pulled, if Client wishes to cancel, he/she will be at risk of receiving the item back in an unfinished state with old coverings and materials missing or irreplaceable, with wood work stripped (if refinishing is in the Work Order), new fabric cut into pieces, or other unfinished stage. If Client cancels before application of the covering has started, the entire deposit is non-refundable. Client shall owe TGU for Materials – see C.
 3. *Covering:* If Client cancels after TGU has begun application of the new top covering or any stage thereafter, the entire deposit is non-refundable and an additional 75%-100% of the remaining balance of the Work Order shall be due by the Client at the time of pick-up. Client shall owe TGU for Materials – see C. TGU will make a determination.
 - i. For up to 50% of final covering applied, 75% of remaining Work Order total is due, plus any unpaid materials.
 - ii. For more than 50% of the final covering applied, 100% of remaining Work Order total is due, plus any unpaid materials.
- C. For any scenario in this section, Client shall pay either:
1. *Restocking Fees:* TGU agrees to return the item to the supplier. Client shall pay a 15% restocking fee based on the item's original cost plus return shipping fees.

2. *100% Materials:* Client may take possession of all materials purchased for the Project (even if a portion has already been used for the Project) by paying 100% of the supplier's invoice (including tax and shipping/handling fees).

D. Client shall not take possession of piece until all material costs have been calculated into a Final Invoice and paid by Client.

XVI. Project Termination

TGU reserves the right at any time for any reason to cancel the Work Order and retain Client's deposit. Work will cease and desist on the Project. Client will have seven (7) days from the date of written notice of cancellation to retrieve Client's property from the shop or shall forfeit ownership.

The Good Upholstress reserves the right to refuse any item of furniture into the workshop if: a) it has any kind of live infestation e.g woodworm, bed bugs, etc.; b) it requires extensive repairing or refinishing beyond what was originally described by Client; c) it is deemed unsafe to work on or has high risk of collapse or disintegration; d) it is saturated with cigarette/cigar smoke, pet stains, or other offensive smells, stains or residue, or e) it would require any other work outside the scope of any available services or it would create a risky, unworkable or unpleasant condition.

XVII. Credit

Any items photographed and used in any marketing medium specific to the promotion of another business in the fields of residential or commercial interior design, home improvement, architecture, arts and crafts, photography, or similar field to any of the above, shall have prior written approval by TGU in advance and shall have the reupholstery services credited to: "Robin Powers, The Good Upholstress, Louisa, VA."

XVIII. Testimonials and Project Samples

TGU may from time-to-time select pieces at any stage of work in the workshop to photograph and display on marketing materials, including, but not limited to, business cards, flyers, brochures, TGU's website, and social media. No photograph will disclose the Client's name, unless by written permission to use in a testimonial, and in such case, the name will be shortened to Client's first initial and last name only.

XIX. Payment Methods

All prices are in U.S. dollars. Client shall pay with cash, money order or personal check. Other acceptable forms of payment will be available in the future. TGU will provide Client with a receipt of each payment. Any reimbursements by TGU to the Client will be made by a TGU business check.

XX. Client Records

A Client has the right to access personal data that is held by TGU. Client may obtain a copy of this through a written request to robin@thegoodupholstress.com. TGU will not sell or release

Client's personal information to third parties. TGU shall retain Client records for 5 years from the date of Final Invoice and then will discard/destroy Client records.

XXI. Inspection

Client shall have the right to an inspection of the piece at the time of pick-up and prior to final payment. If the piece does not fulfill the requirements of the Work Order or Client's satisfaction to a *reasonable* degree, TGU will require an opportunity to rectify the concern. Such corrections shall not exceed in value, the original cost of labor. If additional materials are required to correct blatant flaws in workmanship, those costs shall be at TGU's expense. If the piece must remain at the shop for correction, thus requiring another trip to the shop by the Client, Client's final invoice shall be discounted by cost of mileage from the Client's address at the current standard mileage rate (www.irs.gov). TGU shall not discount for any loss of Client's real or potential earnings from other businesses or employment due to a second trip. Every attempt will be made by TGU to make the correction in a timely manner.

XXII. Rights Reserved

TGU reserves the right to make modifications to the Terms and Conditions at any time.

XXIII. Warranty of Workmanship

As of the date of Final Invoice and Delivery, TGU will warranty workmanship up to 1 year. Poor workmanship occurs when the general standard of competency is not upheld. Best judgement should be used to differentiate between a mark of poor workmanship and signs of typical wear and tear from normal use. Examples of normal wear and tear include seam slippage, pulled stitching, loose or popped buttons, tacks or nails, creaky springs, loosened frame joints, arms and feet, shifted cushion covers, compressed or shifted padding, etc.

TGU's sole obligation as a result of discernable poor workmanship will be to repair or replace to the proper standard.

Manufacturers and dealers generally do not guarantee their products for pilling, stretching, fading, color fastness, durability, thread pulling, etc. Therefore, Client's choice is important. TGU's warranty does not extend to covering replacement of material deterioration or failures.

TGU will not be responsible for charges if Client chooses to have another company make corrections to the piece(s) for any reason – whether as a result (direct or indirect) of TGU's workmanship – poor or not.

XXIV. Waiver of Liability

Client, upon signing the Work Order, agrees to TGU's ripping out and rebuilding processes that require significant stresses on the frame and materials through usual upholstery techniques, such as hammering, electric stapling, etc. Client also acknowledges such ripping out process immediately reduces the item's present value and may unveil significant structural weakness or damage. TGU will document findings to this effect as well as discuss these and any potential risks with Client. If Client instructs TGU to proceed with Project per the original Work Order, Client acknowledges and accepts all risks and shall hold TGU

harmless for structural or material defects or weaknesses that pose any threat of collapse, fracturing or failing that may either necessitate a WOM for repairs or render the piece unsalvageable or materials (including fabrics) useless.

While in the care of TGU, TGU will guarantee all standard precautions and practices in handling, storing, transporting, or rebuilding the piece, to include the Client's provided materials and fabrics. Client shall hold TGU harmless for damages caused by acts of God or any other uncontrollable or unforeseeable events.

In the event of negligence of TGU's part that renders the piece unrepairable or Client's materials (including fabrics) unusable, TGU will make reparation up to, and not exceeding, the Project Cost and, if applicable, cost of fabric, trim or materials provided by Client upon proof of original purchase.

XXV. Concerns

Concerns will be dealt with as quickly as possible and resolution to the Client's satisfaction will be TGU's prime objective. All concerns should be in writing via email to robin@thegoodupholstress.com and will be responded to within 7 days.

XXVI. Website Disclaimer

The content of the pages of The Good Upholstress website (www.thegoodupholstress.com) is for general information purposes and use only. It is subject to change without notice. While TGU endeavours to keep the information current and accurate, TGU make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services or related graphics contained on the website for any purpose. Any reliance that Client places on such information is at Client's risk.

The Good Upholstress takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issue beyond its control.

XXVII. Website Hosting and Privacy Policy

The www.thegoodupholstress.com website is hosted by Wix.com. The Privacy Policy for Wix.com is available here: <https://www.wix.com/about/privacy>. As part of our continuous improvement policy, TGU may monitor data collected by Wix.com; this may include, but is not limited to, data on user visits. TGU cannot access personally identifiable information.

XXVIII. Copyright Notice

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