

## Conditions of Sale

1. Deposits are required for all special orders. Items sold off the floor, fabrics, and items shipped directly from the manufacturer to the customer must be paid in full at the point of purchase. Balances must be paid in full by a personal check before merchandise is released to a delivery company. Credit cards can not be accepted for balance payments.
2. Special orders (merchandise other than floor samples) are ordered from the factory on your behalf and cancellations or changes will be permitted only if we are able to do so with the manufacturer. Your deposit will be forfeited on any orders we are unable to cancel or alter.
3. It is your responsibility to check the accuracy of your order with respect to style numbers, finish, and fabric choices. Errors in arithmetic are subject to correction, and in the event you do not approve, we reserve the right to cancel the sale.
4. In most cases special orders ship to us within 8 – 12 weeks, but we can not guarantee or be held responsible for manufacturer shipping delays.
5. Once your order is completely received in our warehouse, the balance is due and payable before the merchandise is released to the delivery company. Orders not released to the delivery company within 30 days of complete receipt will accrue storage charges of 3% per month or any part of a month.
6. All shipments are made F.O.B. sellers loading dock. We will provide estimates for shipping charges. Actual charges are determined by the delivery company. Payments for shipping charges are due and payable to the delivery company.
7. The customer is responsible for ensuring merchandise will fit through doorways, stairways, corridors, elevators, and the like. We will gladly provide the dimensions of any or all items prior to purchase upon request.
8. All merchandise received should be inspected for damage or manufacturing defects. If any damage is present, it should be noted in detail on all copies of the delivery documents. The driver should sign the delivery documents and the customer should retain a copy. The carrier may request that you keep the merchandise and authorize a local furniture craftsman to restore to manufacturer specifications. Merchandise returned will be restored to manufacturer specifications. If uncertain, have the driver call the terminal for instructions. Damaged or defects noticed after the driver has left should be reported within 24 hours.
9. We do not warrant or guarantee the durability, wearing quality, and fastness of color of fabrics, vinyls, or leathers. Color and grain variations in wood, leather, fossil stone, marble, and the like are "nature's own" and enhance the value of your furniture. As a result we can not ensure the matching of related pieces or various surface stains on the same piece.
10. Except for a manufacturer's warranty, if available, there are no warranties expressed or implied, including, but not limited to, any warranty of merchantability or fitness for a particular purpose.
11. "AS-IS" merchandise is not covered under any warranty. No refunds are available.
12. We are not responsible for collecting or reporting sales or use tax for any state other than North Carolina. We encourage you to consult state and local tax laws to determine the amount of sales or use tax liability, if any.

**I have read and agree to the terms and conditions on the front and back of this contract**

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