



## **FURNITURE TERMS / POLICIES**

### **TERMS OF FURNITURE SALE [agreement is required with all orders]**

#### **FURNITURE ORDERS**

Weaver Furniture Sales, Inc. ("WFS") offers you a variety of ways to place orders. You can send us an email from our website [www.WeaverFurnitureSales.com](http://www.WeaverFurnitureSales.com), give us a call or visit our show room. Regardless of how the order is made, this agreement is required and will govern the terms and conditions of your purchase. As a condition of your purchase you agree to all terms of this Agreement.

#### **DEPOSITS**

We require a 50% deposit on all orders before the building process starts, and full payment at the time of pick-up or prior to delivery. Full payment is required for in-stock and temporarily out of stock items before the items will be shipped. Errors made by WFS in providing information to Customer, including without limitation to product pricing information, whether before acceptance of a deposit or after, WFS reserves the right to remedy the error by contacting the Customer promptly after discovery of the error, and providing the corrected information. Thereafter Customer shall have 24 hours to contact WFS to rescind the order and receive a complete refund for such order. If no rescission is communicated to WFS within such 24 hour period, the order shall proceed based on the corrected information.

#### **SALES TAX**

All Indiana sales are subject to Indiana's sales tax (currently 7%). All taxes, including sales and use taxes, on out of state transactions are the sole responsibility of the customer. Customer shall hold harmless and indemnify WFS for all such tax liability imposed by states outside Indiana.

#### **RETURNS**

Orders cancelled within three (3) business days after the date written on the order will receive a full refund of deposit. (i) Non-custom items: Any non-custom items may be returned, with prior notification to our sales staff, within fourteen (14) days of receipt, less original shipping and handling costs, and a 35% restocking fee. Return freight is the responsibility of the customer. Upon receiving returned merchandise WFS will inspect the item[s] for damage, and if in acceptable condition, will issue the appropriate refund. Returns

will not be accepted for furniture that has been damaged, mishandled, abused or neglected, as determined in the sole and exclusive discretion of WFS. (ii) Custom Items: Custom items may be returned in original purchase condition, with prior notification and approval from our sales staff, within fourteen (14) days of receipt, less original shipping and handling costs, and a 55% restocking fee. Return freight is the responsibility of the customer. Upon receiving returned merchandise, WFS will inspect the item[s] for damage, and if in acceptable condition, issue the appropriate refund. Returns will not be accepted for furniture that has been damaged, mishandled, abused or neglected, as determined in the sole and exclusive discretion of WFS.

#### BACKORDERS

Certain items must be backordered due to limited availability of certain options (i.e. fabric, stain, etc.). If any options require a backorder, customer may select a different option. No cancellations or refunds will be issued for backordered options.

#### CHANGE ORDERS

Any change to an order (e.g., change of wood, stain, or other options) must be made within three (3) calendar days after ordering. Changes made to an order (excluding the purchase of additional products) after 3 calendar days will be subject to a Change Order Fee of \$100, in addition to the cost of the item or option changed. No offset or credit will be provided for prior options that are cancelled. WFS shall not be liable for changes requested by the customer.

#### FURNITURE RELEASE

Full and final payment (including sufficient time for personal checks to clear) is required prior to release of furniture for delivery or pickup.

#### PREPARING YOUR HOME FOR YOUR NEW FURNITURE

Customer assumes full responsibility for sufficient clearing of the area (e.g., doorways, hallways, stairways, etc.) in Customer's home to allow for delivery of the furniture, and reloading/ hook up of any electronic components (as applicable). Customer assumes full responsibility for ensuring that furniture will fit the space, purpose and use intended by Customer. WFS and its delivery staff shall not be responsible for moving current furniture or obstructions during the delivery process. Customer's failure to prepare the intended location for delivery, as determined in the sole and exclusive discretion of WFS and its delivery staff, may prevent delivery from occurring and therefore result in re-delivery charges. (See Furniture Shipping/Deliveries/Pickups below).

#### FURNITURE DIMENSIONS

Furniture sizes and dimensions are issued by WFS suppliers and vary from builder to builder. They are provided as a service to Customer, and are approximations which should be verified independently by Customer. The measurements provided by WFS are either case width or outer most corners of the pieces. Customer assumes all risk regarding determinations of furniture size and fit. WFS disclaims all representations provided and shall not be liable for any errors in information provided. In no event shall a mistake in size or fit

of furniture result in invalidation of an order or refund. All returns will be handled per WFS' Return Policy as set forth herein.

#### DEFECTIVE ITEMS

Upon receiving an order, Customer shall promptly check for shipping damage or other defects. **If damage occurred to the shipping and packaging containers (boxes, etc.), Customer should note the damage on the freight bill before signing the freight bill.** If damage has occurred to the furniture during shipment, Customer must refuse the shipment and immediately notify WFS staff. Notification to WFS of hidden damage or problems shall be provided within three (3) business days of receipt. If damage is verified, WFS will repair, replace, or send new parts at our expense, in our sole and exclusive discretion. [Note: For shipping handled other than through WFS by a Third Party Shipper ("TPS"), the TPS shall be solely responsible for any occurring in transit, according to the policies of the TPS. WFS shall have no liability or responsibility for damage occurring through the acts or omissions of a TPS.]

#### MANUFACTURER'S WARRANTIES

At Customer's request and in the sole and exclusive discretion of WFS for appropriate cases, WFS will provide assistance to Customer in facilitating valid claims against applicable manufacturer's warranties. WFS will not be responsible for any costs, including but not limited to shipping costs, incurred by Customer in the processing of claims under manufacturer warranties. Questions regarding warranties should be directed to WFS staff with a copy of Customer's original invoice, and include the applicable make, model, and serial number of the product.

#### REPAIRS

At Customer's request, WFS will provide repair services at WFS standard hourly rates (current rate is \$65 per hour). Repair services are available when the product has no available warranty.

#### ESTIMATED TIME TO BUILD FURNITURE

Estimates are provided to Customer as a convenience based on WFS past experience in the manufacture of similar products. No representation or guarantee is made that the product will in fact be available or delivered on any specific date.

#### RETURNED CHECKS

All checks returned for insufficient funds are subject to a \$35.00 service charge.

#### CLOSEOUT SALES

All "close-out" or clearance items are final sales and sold "AS IS" and with NO warranty. No returns, exchanges, or refunds will be issued.

#### APPEARANCE

The appearance of the wood used to build a particular product may be different than that of the wood used in the furniture observed on the showroom floor or on the WFS website. This is due to natural characteristics of the wood and the hand craftsmanship used to create each individual piece. It may also be due to settings on a particular web browser. Therefore, no guarantee is made with respect to the color of the fabrics, the appearance of the wood and the finishes displayed on the web site.

#### HARDWOODS

Hardwoods may contain mineral deposits, pits, gum streaks, small pin holes, knots, color differences, unusual grain patterns, darker heart wood, lighter sap wood, etc. However, it is these attributes that comprise the beauty of hardwood furniture. No two items are exact duplicates, and therefore WFS makes no representation or guarantee that Customer's furniture will appear exactly as another.

#### WEBSITE DISCLAIMER

Although WFS' goal is to provide accurate information and photos on our website ([www.WeaverFurnitureSales.com](http://www.WeaverFurnitureSales.com)), it may nonetheless occasionally contain inaccuracies or errors. WFS does not warrant the accuracy or completeness of materials or any opinion, advice or statement on the site. Customer agrees that visiting, ordering or using the site is at Customer's sole risk. WFS does not warrant that the site, its services, or e-mails which are sent to or from it are free of viruses or other harmful components. WFS will not be held liable for any damages of any kind arising from the use of the site. To the extent permissible by law, WFS disclaims all warranties, express and implied, including, but not limited to, implied warranties of merchantability and implied warranties of fitness for a particular purpose. WFS is not liable for any damages, including consequential, indirect, and exemplary or punitive damages arising out of Customer's use of the site or purchase of products through the site.

#### INTELLECTUAL PROPERTY

All content, material, artwork, graphics, logos, photographs and text are the sole and exclusive property of WFS. No content or material from may be copied, transmitted, reproduced or otherwise modified without the express written consent of WFS.

#### FURNITURE SHIPPING / DELIVERIES / PICKUPS

**Curbside Delivery:** (i) Customer agrees to provide adequate assistance to the delivery driver during unloading at the curb of Customer's home. It is Customer's responsibility to un-package the furniture items and move the items into the home. **Extra charges will apply** in the event the Customer requests the shipment be carried inside the home or office. (ii) **Delivery with Inside Home Setup:** The two delivery men will deliver the furniture, carry the furniture to the room(s) requested on the ground floor, setup the furniture and remove the packaging materials from the customer's home. Furniture prices do not include shipping charges. Items are shipped using WFS company trucks or through a third party packaging and shipping company. Customer must be present at home or office during the scheduled delivery time in order to avoid a re-delivery charge of \$50.00, plus an amount equal to two times the original delivery fees. (iii) **In Home Setup:** IN HOME SETUP

services are available should Customer require the furniture to be setup in the home or office. **IN HOME SETUP** fees are calculated separately and are due with the final 50% balance of Customer's order, required prior to order shipment. (iv) **Pick-up**: Once an order has been completed and the customer has been notified of its availability, pick up of furniture must occur within thirty (30) calendar days. Customer agrees to pick up furniture within 30 days of notification that furniture is ready for pickup. (v) **Storage Fees**: Customer agrees to pay WFS storage services and related fees in the event the furniture remains at WFS after 45 days from date of notice. Storage fees are payable in advance at the rate of 1.5% of the invoice total per month after day 45. Customer agrees to pay any unpaid storage fees at the time the furniture is picked up. If more than six months of storage fees are unpaid, the furniture will be available for sale to the general public and Customer agrees to pay applicable re-stocking fees.

See **Shipping Information** page for more information.