

Furniture Plus' General Terms and Conditions of Sale

Thank you for choosing Furniture Plus to help make your house a home. We hope you enjoy the comfort of your new furnishings for many years to come. ***Please read the following purchase terms. Your signature on the opposite side of this invoice indicates your agreement with these terms and conditions.***

Purchase Information

Unless other arrangements are made, all merchandise must be delivered or picked up within 30 days of purchase. Customers who will not be picking up furniture immediately will be required to pay a minimum 25% deposit. If the item is not picked up within 30 days of deposit, the item may be returned to the warehouse, and any deposits will be applied to a nonrefundable 25% restocking fee. Any remaining balance will be applied to an in-store credit and/or storage fees. Sold merchandise stored over 30 days is subject to storage fees at a rate of 5% the total purchase price per month. Furniture Plus will be held harmless of any defects due to use, misuse, or any other wear or tear imposed on merchandise after delivery. Furthermore, client accepts and understands that there may be some slight color variations caused by variances between dye lots, finishes, and the type of lighting from room to room.

Refunds and Exchanges

All sales are final and **NONREFUNDABLE and CANNOT BE CANCELLED**. If a customer wishes to exchange an item they must contact Furniture Plus within two (2) days of pick-up or delivery, and if approved for exchange, a 25% exchange fee will be assessed. Any pick-up and delivery charges will be deducted from the amount allowed for the exchange. If the furniture has been treated with fabric or leather protection, this will also be deducted from the amount allowed for the exchange. Furniture Plus will not exchange any furniture that has been damaged, exposed to odors (animals, smoke, etc.), or shows any sign of wear or tear. All exchanges will be at the discretion of Furniture Plus.

If the exchange is a result of a manufacturer defect it will be handled free of charge. It will be at Furniture Plus' discretion to replace the item, repair the item, or replace a part.

Layaways

All layaways require a 25% deposit. Due to the high cost of warehousing, layaway merchandise may not be held at Furniture Plus. The layaway program guarantees the price, but not the availability of the merchandise. All layaways require 14 days notice before pick-up/delivery. If for any reason a layaway sale needs to be cancelled, all payments received become an in-store credit which may be applied to any merchandise in the store for immediate delivery. Any layaway merchandise with a 90 day or more gap between payments may be considered abandoned at the discretion of Furniture Plus if client fails to notify Furniture Plus in writing with their intent to purchase. Merchandise may be considered abandoned after 3 consecutive attempts to contact client via phone, fax, mail or email at the discretion of Furniture Plus. Upon abandonment, a 25% restocking fee will be charged and any balance remaining will be held as an in-store credit.

Special Orders

Any furniture custom ordered specifically for a customer requires full payment prior to order. Because these items are custom ordered for the customer, these orders are **NONREFUNDABLE, CANNOT BE CANCELLED or EXCHANGED**. Our delivery times on special orders are estimates; not guarantees. Most orders are received within 2-3 weeks; however some orders may take 6-8 weeks based on availability. At Furniture Plus, we will do our best to get your furniture in a timely manner. Furthermore, client accepts and understands that merchandise ordered out of catalogs may be received with some slight imperfections, color variations between dye lots and lighting, finishes, wood/ grain/ faux imperfections, and may not match the exact finishes and colors in the photos illustrated in printed catalogs or website.

Pick-up and Delivery

Customers who pick-up their own furniture do so at their own liability. We are happy to arrange the delivery of your furniture for an additional charge determined at the time of sale based on the size of the order. The Delivery Department will contact you either the night before or the morning of your delivery. In most cases you will be given a 2 hour delivery window, but this is not guaranteed. Most deliveries are completed within 2-7 days of the sale if available in stock, but is not guaranteed. We will make every reasonable attempt to deliver your furniture by the days needed. Due to liability limitations, the delivery crew **MAY NOT** move your existing furniture within your home. Please clear your room(s) prior to delivery service arrival. Customers who pick-up their merchandise may request additional in home set up service. The set up service charge is \$75 per hour with a 1 hour minimum.

Our Assurance & Manufacturer's Warranty

Furniture Plus stands behind all manufacturer warranties that might be available and customers hereby agree to the manufacturer's terms and conditions pertaining to their warranties provided with your purchase. No other warranties or guarantees are expressed or implied. Furniture Plus and its affiliates will be indemnified and held harmless of any liability arising from warranties and any other third party claims. Any liability is limited to the greater of the price paid less delivery and processing or \$100. Delivery and packaging costs are not covered by any warranty that may be provided.

Thank You!

Furniture Plus appreciates the opportunity to serve you and help you make your house a home.