

Thank you for your order. Please take a moment and review the attached receipt for accuracy. *If you find any errors or have any questions please contact us immediately.* It is important to us that you fully understand our policies and what to expect now that you have allowed us to serve you. You can be assured that we will track your items and work diligently to get your order in as quickly as possible. We will contact you with any updates, or changes to your order. Your order has been received, reviewed against your emails and/or phone records, and the invoice (receipt) written. The attached invoice is our legal contract showing what and for how much. We have to abide by this contract, therefore correctness is important. We are currently working on filling your order; please review your order and promptly notify us of any discrepancies. Once the order is sent to the manufacture any changes will have to be approved by the manufacture. It is the consumer's responsibility and utmost importance to verify that the merchandise model numbers, finishes, and fabrics are accurate as reflected on the sales order. You agree to pay for the merchandise if the model numbers, finishes, and fabrics, are as stated on the contract and the merchandise is how the manufacture intended it be.

We cannot guarantee the stock at the time of order; we also have to inspect the product to ensure it is good inventory. With this information we must quote **4 to 8 weeks for all in stock orders**. Your order could be as quick as 2 to 3 weeks. Special orders may extend the time frame and should have been quoted at the time of sale ranging from **4 to 16 weeks**. Each manufacture has their own policies on order fulfillment and can vary due to the complex nature of manufacturing and shipping.

We **guarantee** that your merchandise will be brand new direct from the factory; unless otherwise specified in writing at the time of purchase. When you order from us, we order from the factory or pull from our new stock in one of several warehouse facilities. We **guarantee** our delivery charges as stated on the invoice that you will receive with this letter, as long as the delivery is taken within 30 days of our receipt of the ordered items. If delivery is not accepted within 30 days of our receipt additional fees up to 20% may be assessed and you will be liable for any additional charges up to 20%; unless prior arrangements have been agreed upon in writing before the sale. You understand that there may be variations in the color and finish of the merchandise ordered as compared to a sample that may or may not have been displayed on the internet or in a showroom. You agree to pay for this merchandise as long as the manufacturer and model numbers match the invoice you ordered, even if the color or finish is not what I expected or not as described.

If your merchandise comes in damaged it will be repaired to factory specs and/or replaced. This may extended the delivery time frame up to 12 weeks and is necessary to ensure a good delivery without flaw. Refunds will not be given on items that are found to be damaged and additional fees may apply to split ship your order. All "AS IS" items will be shipped in the condition they were sold and will have been noted in writing, generally accompanied by detailed pictures. All "AS IS" items are sold with no warranty and can not be returned; any damage noted on delivery will be at the shipper's discretion for reimbursement. Anything not noted on the bill of Lading will be the responsibility of the consumer and will not be the responsibility of NC Furniture Group or the delivery service.

In preparation for delivery; it is the consumer's responsibility to clear sufficient pathways to ensure that purchased items will fit through doorways and staircases and that these items will fit in the designated room. You understand and agree that if the merchandise does not fit through the pathways or in the designated room, you will still pay for the merchandise and you do not expect a refund and you agree that you can not return the merchandise and you cannot cancel the sale. If there are stairs in your house it may cost you extra money to have the delivery men bring your merchandise upstairs. If the merchandise does not fit upstairs the delivery men will leave the merchandise in an easily accessible room. If an item weighs more than 300 pounds the delivery men will not bring the merchandise up stairs without additional movers supplied by you. If the delivery company schedules a confirmed appointment with you, typically a time period like Wednesday between 1pm and 5pm, and you are not there and the delivery company has to redeliver you will have to pay, in addition to the original delivery charge, an additional delivery charge which will be equal to the original delivery fee (since they had to come out to your house twice). If delivery was included in the price you agree to pay NC Furniture Group up to an additional 35% (or whatever NC Furniture Group is charged by the delivery company) of the sale price for redelivery. You agree to allow NC Furniture Group to charge your credit card for this additional charge. All deliveries are confirmed appointments and it is imperative that you or someone with your written permission can take delivery on this date. If you can not make the appointed time, contact the delivery service immediately, once the items have been loaded additional fees will apply.

At the time of **delivery;** if you are receiving White Glove Delivery, the delivery company will call you to set up an approximate delivery date of when they will deliver your merchandise. (All deliveries considered Freight ship or Curbside will fall under the guidelines for that carrier and claims must be filed with the carrier; NC Furniture Group will assume no liability for any non-White Glove deliveries) They will give you notice before the delivery window date is set. They will then call you at least 1 day before the exact delivery date and confirm the delivery date with you; if you receive a message, make sure to place a return call. Items **will not** be brought out without confirmation of the delivery date and your time may be extended by 4 weeks for the next trip to your area. The delivery service will give you a 4 hour window on a particular day when they will show up. They are often late or early for that 4 hour window to deliver your merchandise. If for some reason they miss that delivery date or time (and they miss their delivery dates/times approximately 10% of the time, due to extra long deliveries before yours, trucks breaking down, etc...), they will call you on the day they miss the date and either give you a new date or tell you when they will call with a new date (this may extend the time for up 14 days after a missed delivery to set a new delivery date). When they give you the second date it will be the same protocol as the first delivery date.

You may not cancel your sale, or refuse the furniture because a delivery date is missed. You may not insist on a particular delivery date; however in some cases they may be willing to work with your schedule and is at the sole discretion of the delivery service. The delivery trucks are coming from across the country and are loaded up in a particular order, and that order of delivery depends where your delivery is on that route, so they can not change days or times. Consumers often have to miss work or be inconvenienced to accept delivery, it is the nature this process (Nationwide In-Home delivery and set up). We apologize up front for any inconvenience.

Your home must be accessible to an 18 wheel tractor trailer truck. These are very big trucks and mostly are for the West coast, but are used on the East coast too. If your house or apartment is not accessible by one of these large tracker trailers you must let us know at the time you place your order, not later when the delivery company calls for an appointment, if you wait until then you may have to pay the an additional delivery charge. If you do not tell us in writing about your limited truck access at the time you purchase the merchandise with in 24 hours of receipt of your invoice, you may be responsible for renting a truck and meeting the delivery men so that they can transfer your items and deliver your merchandise to you on the smaller truck. They will still deliver and set up the merchandise, but you must rent the truck and meet them. The merchandise may require minor touch-up on delivery as is standard operating procedure with all furniture retailers.

If you refuse your merchandise because of quality issues, you agree to pay up to 50% (1/2) of the total cost of your purchase to NC Furniture Group. We only accept returns on this 50% basis if the factory agrees that is a defect and agrees to take the merchandise back. For example, if you are not happy with the finish, you can see under the edges, there are flaws in the wood or marble, the doors or drawers do not line up properly, the piece is not balanced to your satisfaction, or any other quality issue, you agree to pay this 50% restocking fee. Otherwise we will fix or replace the item to factory standards and bring it back to you. If we choose to allow you to restock for 50% you also agree to pay the pick up fees of our delivery company. If you return the merchandise or refuse delivery of the merchandise due to an alleged defect, and the merchandise proves not to be defective, then you agree to pay for the merchandise and to pay for an extra delivery charge up to 30% of the cost of the merchandise, and you give NC Furniture Group authorization to charge your credit card on file to pay for the extra delivery charge.

If you refuse the item and it is already at factory standards you agree to pay an additional delivery fee to have the item redelivered (*definition of factory standards is that an authorize factory representative for our area sees a clear picture of the disputed item and has determined it is within factory standards*). This is in addition to any amount you already paid to NC Furniture Group or Delivery service. If the factory does not agree to take the merchandise back because they claim that the merchandise is at the quality they approve for sale, there will be no returns and you agree to pay the 30% extra for redelivery. If they agree to take it back you agree to pay the 50% restocking fee. This 50% restocking fee only applies to merchandise the factory agrees is defective. You are not the one that decides if it is defective, only an authorized factory representative can deem merchandise "defective".

If you accept delivery of the merchandise and you then find a problem that was missed at delivery, after the delivery company has left (all merchandise is required to be inspected at delivery and if a problem is discovered, you must refuse it at delivery, or NC Furniture Group, nor the Delivery company, nor the manufacture will take any responsibility for the damaged merchandise), NC Furniture Group will attempt to correct the issue either with the delivery company or the manufacture, and if we can get your merchandise replaced or restored by the delivery company or the manufacture. You may have to take very clear pictures of the defect and e-mail them to us. First take a clear close up picture of the defect and then a clear picture of the entire item, the more pictures the better. Manufacture warranties only cover the product and do not cover labor or delivery costs (You will be responsible for any labor or delivery costs, since this was not refused on delivery). Additionally, if a factory defect occurs after you have the merchandise (regardless of time frame) you will have to pay any labor or delivery fees that may be associated. This is why it is very important to properly inspect everything at the time of delivery and refuse any damaged items (do not refuse undamaged items, as additional redelivery fees may apply). **Please open every drawer, door, and any other moving parts as well as a complete visual inspection in order to ensure the pieces being accepted are without flaw.** If there is damage, it must be noted on the Bill of Lading. If you expect NC Furniture Group, to pay for repairing or replacing the merchandise, you must refuse the merchandise at delivery and send it back with the delivery company. If you do not refuse the merchandise and note the damage on the Bill of Lading, you agree to release NC Furniture Group from any responsibility to repair or replace the merchandise. We will work to keep any costs to a minimum; however can not accept or assume liability for any costs associated with redelivery. Additionally, if you accept delivery, even if it is the completely wrong item, and NC Furniture Group has to bring you the proper item, you agree to pay for the pick up and redelivery fee. Including but not limited to situations where you are not there (someone else accepted delivery), it was late at night, lighting was bad, you discovered damaged after the delivery people left, wrong finish, wrong item, bad quality, not level, any reason at all we have to come back to your house and service or pick up and redeliver merchandise, you agree to for the pick up and redelivery fees.

There is a 5% to 10% chance that some or all of your merchandise will arrive damaged (This is below industry standards as we use one of the best delivery services in the country). Most of the time your damaged merchandise will be restored/repared back to factory standard and not replaced, just like it is repaired at the factory, and is standard for the industry. In the event of damage, you agree to give NC Furniture Group an additional 16 weeks to repair or replace the merchandise at their discretion (or 6 months, if merchandise must be replaced and is out of stock at the factory). Unless NC Furniture Group is unable to repair or replace merchandise within this time period, you cannot cancel your order, get a refund, or receive any additional discount for this inconvenience. No repair man or technician will be sent to your house to repair your merchandise for any reason. If you call a repairman to fix your merchandise you will have to pay them yourself. The only way to insure a defect, or damage, or wrong item, is taken care of, is to refuse the merchandise at delivery and note it on the bill of Lading. If the damage, defect, or wrong item, is not noted on the Bill of Lading neither NC Furniture Group nor the delivery company will take responsibility for repairing or replacing the item, as per this contract. If you have someone other than you accept the merchandise, then that person has to note the damage on the bill of lading at the time of delivery and has to refuse that item (All the same rules apply to the responsible party taking delivery). There are no exceptions, even if you had someone other than yourself except delivery. Whoever accepts delivery must be instructed to inspect the merchandise and refuse it if it is damaged. If you ordered the wrong item returns will be charged a restocking fee of up to 50% and you will be responsible for any redelivery fees. We can only repair or replace the damaged item. There will be no exchanges for a different item; unless terms have been agreed on by management in writing.

You agree to pay for the merchandise, even if it arrives with damage, because NC Furniture Group guarantees to restore or replace the merchandise at its cost. You also agree that there will be no additional refunds due you even if the merchandise comes in damaged as long as it takes no more than 16 weeks to get the repaired or replaced merchandise back to you (or no more than 6 months, if merchandise has to be replaced and is not in stock at the factory). You agree that you are due no credit or refund for missed appointments, for lack of communication, or for any inconvenience caused by NC Furniture Group or the delivery company as long as you receive your repaired or replaced merchandise back within 16 weeks (or within 6 months, if merchandise has to be replaced and is not in stock at the factory). If a manufacturer's defect (to be deemed a manufacturer's defect, only an authorized factory representative can deem merchandise "defective") is discovered by you after the merchandise has been delivered, whether it is one week, or one year, then you will have to pay the total shipping charge (which is usually both ways) to have the item redelivered. NC Furniture Group will not pay the shipping charge to replace manufacturer's defects that occur after the delivery date. We will charge you exactly what the delivery company charges us.

There are no Returns, refunds, additional discounts, credits, or exchanges for any reason, as long as the merchandise is received under the terms of this contract. Once the order is in production, pulled from stock, or shipped from the manufacture (which ever comes first), you own it. If you wish to cancel before any of the above mentioned has occurred, you may call or email to have this process started and may take up to 14 days. If the above processes are already underway and NC Furniture Group can not cancel or stop the process, you will be liable for fulfillment of the order. There are no refunds, credits back, or cancellations, due to bad service by the delivery company or because you are inconvenienced. This merchandise is being sold at an extreme discount, only retailers that make a big markup can afford to give credits, partial or full refunds, or take the merchandise back.

This is a final sale, you may not return the merchandise for any reason, including if it is not as described (as long as it is the model # you signed off on, so check carefully). You should not expect NC Furniture Group to give you your money back for any reason other than wrong model # shipped, or if we cannot ship your merchandise within the 16 week time period specified above. We are selling this merchandise at just above our cost, drastically below normal retail prices. All non-stocked orders are "special order". The factory does not accept returns. We are unable to accept any returns or cancellations. ***This is a final sale***. This contract is non-cancelable.

If you disrupt payment of the merchandise to us for any reason and we take legal action to collect the money, you agree to pay all reasonable attorney's fees and storage fees associated with your merchandise. You agree by purchasing with NC Furniture Group to waive all rights to a trial and have any dispute you have with NC Furniture Group to be settled by arbitration pursuant to the Federal Arbitration Act. You also agree to arbitrate any disputes by a certified arbitrator in a location near your residence, and you thereby waive your right to a trial by jury or Judge concerning disputes with NC Furniture Group and agree to arbitrate.

If you file a complaint with any agency, website, organization, or credit card company that is proven to be untrue by a certified arbitrator from your local area, and the arbitrator (abiding by all the rules and regulations of the Federal Arbitration Act) determines that you have damaged NC Furniture Group, you agree to pay NC Furniture Group a minimum of \$1000 (one thousand dollars) up to the dollar amount maximum available by law, plus NC Furniture Group's attorneys fees, if the arbitrator rules that you have damaged NC Furniture Group.

If you dispute the payment you made to NC Furniture Group on your credit card, and NC Furniture Group has to file a challenge to your dispute, and NC Furniture Group wins the Challenge, and the charge back is reversed, you agree to pay NC Furniture Group \$500 plus Attorney's fees to compensate for the time and effort to challenge the dispute. The \$500 will be charged against the credit card you have on file here, and you agree to allow NC Furniture Group to charge your credit card. If you cancel the credit card you have on file at NC Furniture Group, and you make NC Furniture Group pursue you for payment in court or arbitration (and NC Furniture Group wins), you agree to pay NC Furniture Group \$1000 plus attorney's fees plus the full price of the goods and services you purchased from NC Furniture Group. If you drop your dispute before NC Furniture Group files a challenge you will not owe any additional money.

Our obligations as described above are our sole obligations and your exclusive remedies. In no event shall NC Furniture Group be liable for any incidental or consequential damages.

We again thank you for your business and apologize for the length of this contract. However it is our foremost goal to make sure that you fully understand the delivery process. If you have any questions or concerns, feel free to contact us and we will make every attempt to answer your questions.