

DATE _____

ELITE INTERIORS AND FURNITURE GALLERY TERMS AND CONDITIONS OF SALE

Before placing your order, please review these Terms and Conditions. Elite Interiors and Furniture Gallery wants you to be well informed on every aspect of your purchase; from the moment of your purchase to the day you show off your furniture to family and friends.

Please sign the bottom of the last page and present it to us along with your Order Form and Map Form.

- 1. Before Your Order.** Please check the Order Form prior to signing in order to ensure accuracy of the item numbers, sizes, finishes and fabrics. Your order will be placed exactly as written. It is also important to take measurements to make sure the furniture you are purchasing will fit through your house and can be placed in the area of your choosing. Addendum's by customer to contract are not valid.
- 2. Deposits.**
 - A fifty percent (50%) deposit is required on all orders except those listed below. When the furniture arrives at our distribution center, you will be notified and required to pay the balance by personal check or credit card. In certain circumstances, COD is permissible if the payment is made by cashier's check.
 - A one hundred percent (100%) deposit is required on orders requiring factory direct shipments, customer's own material ("COM"), custom orders and orders of less than \$800.00
- 3. Customer's Own Material (COM).** Furniture made from COM will be subject to a handling charge of \$25.00. Please be aware the manner in which the customer's fabric or other material is applied (e.g., the direction of the pattern, etc.) will be at the discretion of the manufacturer. **THERE ARE NO RETURNS OF COM ORDERS FOR ANY REASON.**
- 4. Split Shipment.** If a split shipment for any items on your order is approved, you will be required to pay the balance on the delivered items and to maintain a fifty percent (50%) deposit on remaining items (unless the remaining items require 100% deposit).
- 5. Change of Order.** Order changes will be allowed only when Elite Interiors and Furniture Gallery has the ability to change the order with the manufacturer. Each permitted order change will require a \$25.00 handling charge. Requests for order changes must be in writing and signed by the customer and must be sent by FAX or by mail.
- 6. Canceled Orders.** Cancellation of orders will be accepted only when Elite Interiors and Furniture Gallery has the ability to cancel the order with the manufacturer. If any order is canceled, the deposit will be refunded less a \$25.00 handling charge. Refusal to accept an order that Elite Interiors and Furniture Gallery is unable to cancel with the manufacturer will result in a fifty percent (50%) re-stocking fee. Requests for cancellations must be in writing and signed by the customer and must be sent by FAX or by mail.
- 7. Delivery Charges.** Quotes for delivery charges are based on normal delivery conditions. Special items must be agreed upon at the time the order is placed. (Examples: limited hours of access to your neighborhood, building or freight elevator, limited access to your home by large trucks, etc.) The customer will be responsible for all delivery charges including those which exceed those quoted by Elite Interiors and Furniture Gallery.
- 8. Expected Time of Delivery.** Most orders are delivered within four (4) months. Nevertheless, there is no guarantee your order will arrive within that time frame as many factors, including production times and availability of materials, may affect delivery time.
- 9. Holding Your Order.** You will be notified when your order is received at our distribution center. Orders held at our distribution center more than thirty (30) days after notification must be paid in full. A nominal storage fee may be charged by the distribution center.

DELIVERY OF FURNITURE

- 10. Pre-delivery.** You will be notified when your furniture arrives at the distribution center and a delivery will be scheduled. You may, of course, choose to pick up your furniture directly from our distribution center yourself or through another service. While this procedure is welcomed, you should be aware any furniture picked up in this manner will be treated as an "AS IS" purchase and may not be returned for any reason. The movers travel hundreds of miles and make numerous deliveries. The delivery service will make every effort to meet your scheduled delivery time, but please remember delays may occur due to circumstances beyond the driver's control. Have your rooms and pathways to your room(s) cleared and ready for delivery as the drivers cannot move existing furniture. If you cannot be present at the time of the scheduled delivery, please make arrangements to have a responsible representative present to fully inspect and accept the furniture on your behalf. The signature of your representative on the Bill of Lading binds you with respect to all aspects of the acceptance of the delivery including the condition of the items delivered. If an item weighs over 250 lbs., you are expected to provide assistance in moving it.
- 11. Delivery.** Delivery is made by two (2) movers who specialize in delivering furniture. If the location of the delivery is not accessible by our delivery truck, it is your responsibility to provide transportation from the truck to the location of delivery. If your order is undeliverable for any reason, the furniture will not be delivered and you will be charged a fifty percent (50%) re-stocking fee plus freight charges. If the movers have difficulty placing an item in the area of your choosing due to limitations such as narrow halls, stairways, corners or ceiling heights, the items will be placed in another area of your home. If you insist the movers maneuver an item in a difficult situation, you will be responsible for any resulting damages to the furniture and the premises. The movers are not permitted to set up baby cribs nor any items that attach to walls. The movers are not permitted to install motorized parts. Elite Interiors and Furniture Gallery is not responsible for providing this service. This is the responsibility of the customer. The movers are not permitted to dispose of packing materials and those items will be left with you. Please carefully review the section entitled "Damaged Furniture."
- 12. Defective Furniture.** The furniture sold by Elite Interiors and Furniture Gallery is warranted by each manufacturer, not Elite Interiors and Furniture Gallery. All merchandise we sell is from reputable companies with excellent quality control, but defective items are occasionally shipped. In most cases, defects are of minor nature and can be cleared up in the home by a professional furniture technician. In the event you receive an item you feel is defective, please send us photographs clearly showing the defect along with a written description so that we can assist you with submitting the claim to the manufacturer. While none of our manufacturers offer refunds for defective furniture, the manufacturer will be willing to repair or replace a defective item if the situation warrants. **ELITE INTERIORS AND FURNITURE GALLERY, WORKING WITH THE MANUFACTURER, WILL DETERMINE IF AN ITEM NEEDS TO BE REPAIRED OR REPLACED.** Natural flaws and imperfections in wood add to a piece's beauty and charm and should not be viewed as damages or defects. Natural stone varies in color and veining, and there is no control over veining or color. Due to the substantial discounts offered by Elite Interiors and Furniture Gallery, minor door and drawer alignments as well as minor touch-ups are the customer's responsibility. Dye lots are not guaranteed.
- 13. Damaged Furniture.** The delivery service is responsible for all damage occurring during the shipment of the goods (transit damage). It is very important to make sure you inspect your furniture carefully and thoroughly before the driver leaves and before you or your representative sign for the furniture. The drivers can call their customer service representative at the time of the delivery for instructions if there is a question regarding transit damages. Do not accept transit damaged furniture. If furniture is damaged (as opposed to defective) note the damage(s) on the Bill of Lading and refuse delivery of the damaged piece. Elite Interiors and Furniture Gallery will assist you with respect to transit damages, but this assistance does not imply we will assume responsibility for such damages. Delivery services do not pay for in home repair. If you accept furniture damaged in transit, you are accepting furniture "AS IS."

MISCELLANEOUS TERMS

- 14. Title to Goods.** Title to goods passes to you at the time of delivery.
- 15. Jurisdiction and Venue.** This document shall be construed under the laws of the State of South Carolina and venue and jurisdiction shall be in Horry County, South Carolina.
- 16. Unpaid Balances.** Any balance more than thirty (30) days past due shall bear interest at the rate of 10 percent (10%) per annum. In the event collection efforts are necessary, the customer shall be responsible for all expenses of collection including attorney's fees and costs.

THERE ARE NO EXPRESS WARRANTIES NOR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT APPLY TO THIS SALE. ELITE INTERIORS AND FURNITURE GALLERY IS NOT LIABLE FOR DAMAGES OF ANY SORT INCLUDING INCIDENTAL AND CONSEQUENTIAL DAMAGES.

I/We have read this Elite Interiors and Furniture Gallery Terms and Conditions of Sale and agree to be bound by its terms. This contract supersedes any and all written and verbal representations.

CUSTOMER'S SIGNATURE

DATE

Dale Spota

10/25/21