

FABRICUT®

FURNITURE

TERMS & CONDITIONS

ORDER ACKNOWLEDGEMENT

All orders are subject to Fabricut Inc.'s approval before the order is accepted and entered. Fabricut Inc. acknowledges all accepted orders in writing. The order acknowledgement is the final expression of agreement between the customer and Fabricut Inc. An order can be modified only by written change or reconfirmation prior to fabric shipping.

PAYMENT TERMS

A 50% deposit is required on all orders for Fabricut Inc. furniture with the balance due in full before delivery. Furniture items will be held for 30 days after receipt of Fabricut Inc.'s final invoice and then may be subject to forfeiture.

ORDER CHANGES/CANCELLATIONS

Prior to fabric being shipped, a complete cancellation may be placed. After shipping but prior to cutting in the workroom, a cancellation may be placed with forfeiture of the 50% deposit collected. After fabric has been cut, orders cannot be changed or cancelled.

RETURNS/CLAIMS

Customers should carefully inspect all items at the time of delivery and note any obvious damage on the delivery receipt. The consignee must file all damage claims with the delivering carrier. Fabricut Inc. is not responsible for any freight related claims but will assist the purchaser, if required.

All claims against Fabricut Inc., with respect to delivered furniture, including defects, shortages, and errors, must be made in writing to furniture@fabricut.com within ten days after receipt of the furniture. Failure to make any claim within the ten day period constitutes acceptance of the furniture and a waiver of any such defects, shortages, errors, or other claims. Any claims must be accompanied by photographs of defects or damage.

No claims for repair or servicing of furniture will be honored unless Fabricut Inc. has specifically given approval in writing.

Seeing as all orders are custom, all orders placed are final.

Returns of merchandise will not be accepted without an approved Return Authorization and may be subject to a restocking fee.

No furniture can be returned to Fabricut Inc. without its written consent. Unauthorized returns will be re-shipped to the sender's original location.

PRICING AND SPECIFICATIONS

Pricing is subject to change without notice. All prices are in US dollars.

Fabricut Inc. reserves the right to make changes in design, construction, materials, and dimensions, or to discontinue furniture without prior notice. All dimensions are to be considered approximate and are subject to slight variations.

All furniture reference materials are subject to editorial changes regarding design, construction, materials, and dimensions. All listed dimensions are to be considered approximate and are subject to slight variations. Please refer to the website for most up-to-date resources.

All terms, conditions, and disclaimers related to Fabricut Inc. and Fabricut fabric, extend to Fabricut Furniture.

SHIPPING

Delivery dates and lead times are estimates only. They are based on production schedule at the time of the order and are subject to change. Production cannot begin and lead times cannot be calculated until the acceptance of the order by Fabricut Inc. which includes receipt of required deposit and all COM (if applicable).

Fabricut Inc. accepts no responsibility or liability where conditions and limitations do not permit final delivery of furniture. In all cases, it is the customer's responsibility to determine that the size of completed furniture can be accepted by entry doorways, stairwells, hallways, elevators, etc.

Watkins-Shepard is our shipping agent and with them we are able to offer delivery across the 48 contiguous United States with two levels of service.

- Room of Choice has a pair of delivery agents bring furniture into the room of choice (up or down one flight of stairs), and set it in place. Furniture must be signed for and is left packaged.
- Premium White Glove is performed in the same manner but furniture is unwrapped and inspected prior to delivery, is set in place with all debris removed, and includes fifteen minutes of assembly time (such as connecting sectional pieces or assembling a bed frame).

Fabricut Inc. will ship portions of orders "as ready" vs. "complete" at its own discretion unless otherwise specified.

GUARANTEE

Fabricut Inc. warrants that its Furniture, properly treated in a residential dwelling, will be free of defects for as long as the original purchaser owns the product. This lifetime warranty on the frame and fabric does not apply to:

- Fabric fading
- Abuse and misuse
- Incidental or consequential damages

SPECIAL PROCESSING

Special Processing is available on fabrics used for furniture in the same manner that they would normally be offered. There are upcharges for this depending on the treatment and it should be noted that this processing will increase production time by a variable amount.

FABRICUT FRAME

Fabricut Frame is an offering of fabrics that are graded in when upholstering a piece of Fabricut Furniture. All colorways of the patterns included in Fabricut Frame are available.

COM UPCHARGE

There will be a \$2.50 per yard surcharge for handling and inspecting your COM fabric. We will waive this charge if a Fabricut Inc. fabric is used (Fabricut, Trend, S. Harris, Stroheim or Vervain).

COM ORDER GUIDELINES

- We will not accept sheets or previously worked fabrics
- Only excess COM of over one yard will be returned upon request. Shipping fees will apply.
- Listed yardage requirements for cover material set forth in Fabricut Inc.'s Price List are based on 54" wide fabric. Additional yardage may be required if a pattern requires matching or railroading. All yardage requirements are to be considered approximate.
- The customer is responsible for determining the suitability of COM for upholstery use or if special handling, such as cotton or knit backing, seam taping for hand-woven fabrics, or other special details are required. Fabricut Inc. will not be responsible for the performance of COM even if special handling instructions are followed. Fabricut Inc. reserves the right to reject any fabric which, in its opinion, is unsuitable for upholstery purposes.
- Special instructions for handling materials (i.e., direction of fabric application, patterns, direction of stripes, and correct side of reversible fabric) must be submitted to Fabricut Inc. by the customer in writing before COM is delivered. Fabricut Inc. will not be responsible for errors caused by missing COM information or improperly marked or untagged COM.