

Warranty and Provisions

Limited Warranty

The Buckstaff Company warrants, to its original purchaser, all of its furniture to be free from defects in workmanship and materials for a 10 year period following the date of the first shipment. If The Buckstaff company, after its investigation, determines that any defects resulting from the aforementioned causes should manifest themselves, The Buckstaff Company, at its option, will either satisfactorily repair those defects or replace the particular item at no cost to the original purchaser. The original purchaser shall incur all freight charges associated with the return of the warranted item after the first year.

This warranty applies under conditions of normal use, but does not apply to defects which result from negligence (e.g. improper care), misuse or accidents, or modifications performed by those other than The Buckstaff Company. Please refer to furniture maintenance paragraph for care of our product in the Buckstaff Contract Division Price Guide. If you don't have access to this maintenance guide, please request a copy from us. Upholstery, hardware, and all other items not manufactured by The Buckstaff Company are herein specifically excluded as to expressed or implied warranties. (Remedies for such items may be available from the original manufacturer.)

The Buckstaff Company does not warrant products manufactured to the specifications of others as to its fitness for particular purpose and use.

Since end checking and warpage are a natural phenomenon of wood with extreme changes in temperature and humidity conditions, as well as exposure to water, Buckstaff products cannot be warranted against these circumstances.

No warranty, expressed or implied other than herein stated, is made by The Buckstaff Company.

Any defects should be reported to The Buckstaff Company. If a repair or an adjustment is called for, The Buckstaff Company will make all necessary arrangements.

Provisions of Sale

Orders: In the event an order is accepted by The Buckstaff Company, we are not responsible for delays or inability to fulfill orders because of conditions beyond our control such as strikes, suppliers inability to ship, weather factors, fires, government regulations, etc. Acceptance is not made until a written acknowledgement is sent by us. Such order acceptance is contingent, however, on continued maintenance by you of a credit rating or standing satisfactory to us, and in the event that your credit rating, in our judgment, shall at any time become impaired we shall have the right to require advance payment prior to making shipments. If, in the event, you refuse to make advance payment when requested by us, we reserve the right to refuse shipment. All Federal, and Local or State taxes assessed after date of order of acceptance will be added to the prices.

Minimum Orders: There is a minimum charge of \$50.00 net on all component part orders. There is a minimum charge of \$200.00 on all other orders.

Terms of Sale: Terms of sale shall be as noted on the invoice and order acknowledgement. Remittance must be received at our home office within the terms stated on the invoice. Delays in transportation and mail shall not extend terms of payment. We reserve the right to reject any orders for any reason whatsoever. Prices shown in the price guide are subject to change without notice.

Service Charge: A service charge of 1-1/2% per month (annual percentage rate of 18%) will be charged on all invoice amounts not paid within 30 days of invoice date.

Delivery: Standard items of manufacture will be shipped as much as possible at one time. However, items of special manufacture will not necessarily be shipped along with the standard ones, since they take longer to fabricate. Late delivery of any portion of your order shall not extend or alter the payment terms of the balance of items previously shipped.

Prepaid Shipping Charges: We will be happy to make drop shipments to your customers when you request; however, if you wish to have shipping charges prepaid for this or any other type of shipment, we shall specify on the bill of lading that the freight bill should be sent directly to you for payment. For Prepay and Add there is a \$30.00 service charge. Freight charges are due upon receipt of invoice.

Return Goods: No merchandise will be accepted by us for exchange or credit without our expressed, written consent before return shipment is made.

Deductions: No deductions shall be allowed from our invoices for any reason whatsoever unless authorized in writing, by an officer of our company.

Cancellations or Changes: Once we have accepted an order, no cancellations or changes will be allowed without our expressed written consent. The customer is responsible for all costs incurred by The Buckstaff Company before our acceptance of a cancellation or a change-order is effected.

Shipment on Hold: On shipping hold requests received for orders near completion in manufacturing, The Buckstaff Company will complete the order and payment will be due on completion or storage charges will be assessed at 2% of the order amount per month.

Routing: All goods are sold F.O.B. factory plant unless otherwise stated on the quotation or order acknowledgement. Handling during transportation is at your risk. Any claims for loss or damage must be filed with the carrier by you. We will adhere to routings prescribed by you, as far as possible, but reserve the right to make changes due to local conditions or other circumstances. If no routing is specified, or if "cheapest" or "best" routing is requested we will use our good judgment in determining a proper routing. However, under no circumstances, will we assume responsibility for any freight charges you may later deem to be excessive.

Transit Damages: We pack according to current approved specifications. Our responsibility for transit damage ceases when we receive receipt from the transportation company. (All goods must be unpacked and inspected for damage immediately upon receipt.) If damage is evident at time of delivery, make notation of such damage on delivery receipt document before signing same. If concealed damage is discovered after the driver has left, call the transportation company immediately to report the damage. You have 10 days after date of delivery to claim concealed damage. Proper reports of damage will help you in filing claims.

Purchaser's Obligation: You, as the purchaser, will be required to comply with the terms and conditions stated hereon. If it becomes necessary for us to enforce the terms, you do agree to bear the full cost of this enforcement, which costs might be attorney's fees, court costs, collection costs, etc.

Seller's Obligation: We, as the seller, are expected to ship goods as free of defects as might be reasonably expected for our type of industry. Our liability for shipped goods, which subsequently are proved to be defective, shall not, in any event, exceed our net sales price. We shall not be held liable for any fines, penalties or any other expenses assessed or imposed by law or otherwise for delays in delivery of goods. Any and all errors in the extension of quantities or prices indicated on any invoice are subject to correction.

Special Wood Finishes: Contact factory for prices and policy.

Design Changes: We reserve the right to make changes in design or construction detail without notice. Therefore, if it is required that an order is to match an order previously shipped, please obtain factory approval of such change prior to ordering.

Pattern Discontinuance: We reserve the right to discontinue, without notice, designs, construction details, decorative laminates, and upholstery material.

Changes or Amendments to these Provisions: No agent or distributor is authorized to alter these provisions of sale for any reason whatsoever.

Alterations can only be made by an officer of The Buckstaff Company and must be in writing. A copy of our Price Guide conditions referenced above may be obtained from the Company upon request, should you not have a copy.

