Grafton EST. 1964
FURNITURE

WARRANTY

Grafton Furniture merchandise is manufactured in accordance with the highest standards of design and manufacturing and is warranted to be free from defects in material and workmanship, for a period of one year from date of delivery, under normal use and under conditions for which the product was designed. During this warranty period, Grafton Furniture will repair, or at its own option, replace free of charge, such merchandise as shall be proven to be defective by Grafton.

This warranty does not apply to damage resulting from accident, alteration, misuse, tampering, negligence or abuse. Fabrics are not warranted against wear or fading. Printing fabrics are not warranted against irregularity in register. COM fabrics are in no way warrantied. This warranty does not extend to color, grain or texture of natural materials, such as wood, marble or leather, because of natural variations over which Grafton Furniture has no control and does not warrant matching of color grain or texture, except as specified in the other confirmation. All other warranties (including any warranty of merchantability or fitness for any particular purpose) are hereby excluded. The foregoing shall constitute Grafton Furniture's sole warranty and exclusive remedy of customer.

Customer's Own Materials: Customer's own material prices include labor for applying fabric. COM's must be clearly marked with Grafton Furniture's order number, item number, description, and quality to ensure proper identification and should be shipped freight prepaid, to Grafton Furniture address noted on order confirmation. Fabric requirements are based on 54" wide material. If material is narrower or pattern requires matching, additional fabric may be required. A cutting of COM fabric must be submitted with order and Grafton Furniture reserves the right to reject any fabric due to reasons of unsuitability. In the absence of any specific instructions regarding pattern, directions of stripes, right side of reversible fabrics, etc., Grafton Furniture reserves the right to use its own judgment.

Excess fabric will not be returned unless specifically requested in writing on purchase order. Even if the fabric gets or needs backing, Grafton is not responsible for wrinkling or stretching.

Packing Charges: Packing charges are not included within the price of merchandise, in order to offer the option of shipping via uncrated carrier. When an

uncrated furniture carrier is used, there shall not be a packing charge.

Credit Card Terms: Any and all credit card payments by the customer shall include a 3.5% processing/convenience fee for Visa and 3.8% processing/convenience fee for American Express which shall be added to the then outstanding balance owed by the customer.

The customer acknowledges and agrees to inspect the product(s) purchased or manufactured prior to payment and agrees that once the credit card payment is made, the customer waives any right to contest the credit card charge. Any warranty claims or returns by the customer which are approved by Grafton Furniture shall result in the issuance of a credit for the customer to use on a future order.

Freight Claims/Limitation of Liability: Grafton Furniture is not responsible for damage or loss suffered in transit or in storage. All Grafton Furniture merchandise has been carefully inspected and packed. At time of delivery, customer may examine cartons care fully and note any visible damage or shortage on the delivery receipt. Any damage or loss must be claimed by the consignee with the carrier within five (5) days and all packing materials must be retained until inspection is made. Consignee is also protected against concealed damages if claim is filed with the carrier within 5 days of receipt of goods. Any claims against Grafton Furniture for defects, shortage or error must be made to Grafton Furniture by the buyer in writing within ten (10) days of delivery. Failure to make such claim shall constitu te a waiver of customer's entitlement to reject acceptance of the merchandise based on any alleged defects, shortage, and/or error ascertainable under inspection.

Limitation of Liability and Delivery Delays due to Force Majeure events: Grafton Furniture is not liable for any delay or failure to deliver or perform due to strikes or other labor disputes, fire or other casualty, accidents, epidemics, pandemics, disease outbreak, public health cri sis, orders or regulations of any Federal, State, County or Municipal authority, or any other cayuse beyond Grafton Furniture's reasonable control.

Storage: If a customer cannot accept delivery by shipping date specified on

confirmation, Grafton Furniture reserves the right to transfer the goods to storage. Transfer to storage and storage will be customer's expense and Grafton Furniture may deem such transfer as delivery for all purposes including invoicing and payment.

Choice of law, Jurisdiction and Prevailing Party Fees/Costs: In the event of a dispute related to or arising out of a confirmed sales order, Customer acknowledges and agrees that the laws of the State of Florida shall apply and the parties agree to have any such dispute heard in a court of competent jurisdiction i n the 11th Judicial Circuit in and for Miami-Dade County, Florida. The prevailing party in any such dispute shall be entitled to recover its reasonable attorney's fees and costs.

- Cabinetry projects may require a notice to owner.
- Emails do not constitute acceptance of change orders terms. Changes must be written on the sales order / order spreadsheet.
- Drawings area approximate. If anything on the drawings is critical it must be noted as critical.

Acceptance of "as built" versus "as per drawings" : As the manufacturer there are instances where we must make a change to the drawings. We will make an attempt to catch necessary changes and update drawings. We will invite you or your representative to come visit while orders are in production. Once orders are accepted in production this means that you accept changes to the drawings as an as built compliant to the contract. If this is a problem, then you must note prior to production that all measurements and notes on the sales orders, spreadsheet, and drawing are critical. This will alert us to proceed with extreme caution. We hope you understand, we want to meet expectations, however, cannot accept new revisions on or after delivery. As a trade professional, please come to visit our shop to inspect before the next phase of production. This is part of our contract and is import ant.

Title and ownership of merchandise: We hereby give you notice that until our merchandise is paid in full, we retain rights to ownership and the right to repossess. This supersedes if you sold and have been paid by your client, as we own the merchandise until it is paid in full.