

## **By Design Sales Policy**

### **Warranty**

1. Original sales invoice must be presented to claim warranty.
2. By Design's merchandise is warranted to the original purchaser for a period of one year from date of purchase and/or delivery, whichever is greater
3. Any merchandise defective in material or workmanship will, at By Design's option, be repaired, replaced, or the amount paid therefore refunded. The item(s) in question must be returned to By Design along with the original sales invoice.
4. Merchandise sold "As Is" carries no warranty.

### **Exceptions and Exclusions**

1. By Design cannot guarantee leather against inherent flaws (markings which occurred in the hide when the animal was still alive). The samples should not be regarded as exactly the color that will be produced for any given order. Color consistency usually varies from dye lot to dye lot.
2. By Design makes no warranty or guarantee whatsoever as to wearing quality and color fastness of upholstery or any other fabrics, and will accept no adjustment, claims, or credits for these properties.
3. In today's homes, apartments and offices, with greater use of glass windows and doors, attention should be paid to protect upholstery and wood furniture from sunlight (direct and indirect). Softening or alteration of color or fading will occur, if these are not protected.
4. Color and grain variations are natural characteristics of fine woods. These make the unique individuality of the piece. For this reason, we cannot assure the exact matching of related pieces.

### **Delivery and Setup**

1. \$65.00 per delivery within Las Vegas city limits. Quotes available for delivery to other destinations within our serviceable area.
2. If you are unable to be home on the agreed delivery date, please call us the previous day. Otherwise, there will be a minimum redelivery and restocking charge of \$65.00

### **Assembly fees apply to certain items**

### **Payments**

1. 50% deposit is required on all orders. The balance is payable upon pickup or delivery with the exception of orders which are outside our normal delivery areas. In such case, payment in full is required by certified check, money order or electronic wire transfers prior to shipment. You will be notified when payment is due (some exceptions).

2. Payment may be made by cash, personal check (with Nevada driver's license), Visa, Mastercard, Discover Card or American Express.
3. There will be a \$25.00 charge for returned checks.
4. Merchandise delivered to customer must be paid in full at the time of delivery. If payment is not available, delivery will be rescheduled and an additional \$65.00 delivery charge will apply if the remaining merchandise is to be delivered.
5. In regards to partial deliveries, payment in full is required for delivered merchandise and a 50% deposit must be kept on the remaining order. An additional \$65.00 delivery charge will apply if the remaining merchandise is to be delivered.
6. Purchaser agrees that By Design reserves a security interest in the items described in this order ("the goods") until there has been payment in full and all checks given in payment have cleared. In the event of nonpayment, or any checks received in payment are returned to By Design because of insufficient funds or for any other reason, By Design shall have the option of immediate repossession of the goods. Upon request purchaser agrees 1) to promptly return goods to By Design, 2) to pay any costs or expense incurred by By Design in repossession of the goods, and 3) to pay for any damage or injury to the goods.

### **Deposits**

1. Customer deposits will not be refunded for any merchandise held more than 120 days.

### **Cancellations**

1. Merchandise ordered specially for you cannot be canceled and deposit will not be refunded.
2. All acceptable cancellations will be subject to a 20% restocking fee, in addition to any applicable pickup fees.
3. If product is removed from original packaging, carton or is assembled or altered in any way, By Design reserves the right not to accept cancellation or returns.