

# East King Street & Company Terms & Conditions of Sale

**Terms:** Net 30 days from invoice date. All Prices F.O.B. Hickory, North Carolina. No anticipation allowed. *ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.* Possession of a price list does not constitute authority to purchase.

**Order Changes/Cancellations:** No cancellations or changes can be accepted after an order has been released for production. Any exception if granted will incur a charge of 35% of wholesale cost. Orders will not be released for production until all information is complete, i.e., finish, fabric, shipping address, etc. This applies for upholstery orders and personalized custom finished casegoods.

**Returns:** All returned merchandise will require a return authorization number from our Customer Service Department.

**Damaged, Defective or Shortage Merchandise:** Any shortage or sign of damage should be noted on the freight bill before signing. If damage is discovered after delivery, the purchaser should notify the carrier at once to request an inspection and instructions for filing a claim. Refusal to accept goods from the carrier does not relieve the purchaser of responsibility for payment and filing necessary claims with the carrier in the prescribed manner. All goods become the property of purchaser upon delivery to the carrier at our factory.

**Notification of Factory Error or Defect:** must be made within fifteen days from invoice date. Factory authorization is required before any claim can be honored.

**Designs/Dimensions:** As with any handmade item, the dimensions shown for each style will vary slightly. If exact measurements are necessary, please contact our office before placement of order. The products shown in our catalog are, and remain Vanguard's property, and we reserve exclusive right to manufacture the items shown. We reserve the right to make changes in our designs, details and dimensions without notice.

**Order Scheduling:** East King St. & Co. has a "ship as ready" policy whereby we schedule all orders to be produced and shipped as quickly and expeditiously as possible. This will mean that every item on a purchase order may be given a different production schedule date.

**Shipments:** Shipments will be directed only to retailer or retailer's agent with legitimate warehouse receiving facilities. Orders received specifying "drop shipment" other than above will be shipped only to normal warehouse address. There will be a \$17.50 administrative handling charge for any shipment "prepaid".

**Packaging:** All upholstery merchandise will be "shrink-wrapped" for shipment unless otherwise specified. Special cartoning or crating is available at an additional charge - contact a Customer Service Representative. All casegood merchandise will be cartoned for shipment.

**Carton Charges:** Sofa \$50, Sleep Sofa \$55, Loveseat \$45, Chair \$45, Ottoman \$38, Dining Chair \$40

**Distribution:** East King Street & Company reserves the right to exclude any product line from any store location.

## Customer Limited Warranty: Upholstery

**Product:** East King Street & Company warrants standard catalog product for one year from the date of invoice against defects in workmanship when put to ordinary use. This warranty does not cover damage or injury caused by unreasonable or abusive use, failure to provide necessary or reasonable care, by accident, alteration, tampering or negligence.

**Frames/Springs/Seat Cores:** East King Street & Company guarantees frames, springs, and seat cores for the life of the product. If they do not perform as expected under "normal conditions," these items will be repaired or replaced at No Charge, once our staff has determined "liability."\*

\*Shipping charges to provide what we need to manufacture replacement cores will be the consumer's responsibility.

**Fabrics:** East King Street & Company does not guarantee and will not assume responsibility for color fastness or the wearing qualities of any fabric. Any adjustment made will depend on the fabric manufacturer's willingness to stand behind their product. We cannot be responsible for variations beyond a reasonable commercial match. If an exact match is required, a cutting of the fabric (for color and a photo for pattern match) or leather must be submitted with your order. East King Street & Company will not be responsible for fabric that has been treated with a stain-repellent finish by the customer.

*East King Street & Company works with fabric mills from around the world. When selecting textiles for our upholstery line, we only purchase fabrics that pass stringent industry standards. Oftentimes fabrics have inherent characteristics that are part of their uniqueness, such as color variation, slubs, or natural fiber fabrics and stria grains. Most woven fabrics will show wear due to friction from use. Pilling, the*

*formation of little balls of fuzz on the surface of fabric, can occur with normal use. The occurrence of pilling depends on several factors, including the type of fiber, the weave, the construction of the fabric itself, and the type of application the fabric receives. We make every effort to test for wearability and to identify fabrics that may pill excessively, however, some fabrics will pill more than others depending on their use. We cannot determine what type of application will produce pilling. In addition, we cannot control the wear our furniture will receive in the home.*

**COM Fabrics & COL Leather:** Once a COM fabric is inspected and accepted, East King Street & Company assumes no responsibilities for its overall performance, flammability, durability, color fastness, or any other quality issues after upholstered on a East King Street & Company product.

*\*East King Street & Company reserves the right to refuse any material not suitable for upholstery sent in to be used as COM (Customer's Own Material).*

**Mechanisms:** Reclining and sleeper mechanisms are fully guaranteed under normal use and care. We will unconditionally guarantee against any defective mechanism hardware during the useful life span of the product. This service policy extends solely to the original retail customer. First year of purchase - East King Street & Company will replace defective parts of inner mechanisms and pay installation costs up to \$50. Within 5 Years the inner mechanism will be replaced by East King Street & Company, but freight and installation costs are not included. After 5 Years the inner mechanism may continue to be serviced, but East King Street & Company reserves the right to charge for repair or replacement of any mechanism after careful analysis of the product and problem experiences.

# Customer Limited Warranty: Casegoods

**Product:** This Limited Warranty applies to East King Street & Company casegoods products that have been purchased from a factory authorized dealer and are extended to the original retail consumer as follows:

**Wood and Metal Products:** Wood and metal products are warranted to be free of defects in materials and workmanship when put to ordinary use for a period of one (1) year from the date of invoice.

**Marble and Stone Tops:** Marble and stone tops are warranted to be free of defects in material and workmanship when put to ordinary use for 120 days from the date of invoice. Due to the absorbent characteristics of genuine marble, East King Street & Company does not warrant against stains that occur as result of spills.

**Glass and Mirrors:** Glass and mirrors are warranted against de-fects in materials and workmanship when put to ordinary use for 120 days from date of invoice. Chips or scratches that occur from handling after delivery are not the responsibility of East King Street & Company.

## THE FOLLOWING CONDITIONS APPLY TO THIS WARRANTY EXCEPT WHERE PROHIBITED BY LAW

This warranty is valid for the original purchaser from the date of invoice and warrants the product to be free of de-fects in material and workmanship when put to ordinary use for the length of time specified.

This warranty applies under conditions of normal residential use and does not apply to damage incurred as a result of negligence or misuse. This includes improper cleaning, exposure to chemicals and foreign substances, liquids, accidents, or for any use which the product was not intended. TRANSPORTATION AND DELIVERY DAMAGE IS EXCLUDED.

Alterations of any type to the product by the consumer will nullify the warranty entirely.

Under the terms of this limited warranty, East King Street & Company may either repair or replace defective items if they do not perform as expected under "normal conditions". The determination of liability is the sole responsibility of Van-guard Furniture.

Claims against the warranty must be initially presented to the authorized dealer of the original purchase. Dated proof of purchase and delivery from the original authorized dealer is required.