



Furniture Terms/Conditions

Prices/Terms

Price list is effective January 1, 2008. Prices and specifications are subject to change without notification. All prices quoted will be FOB, Hickory NC. Freight charges will be applied to your invoice as a separate line item. Payment terms are 50% down with the balance due upon shipment. Prices do not include freight, installation or applicable taxes.

Minimum Orders

Purchase orders of less than \$1,500 list will have a \$75 additional net freight charge. This does not include leather purchases.

Order Entry

Please email or fax to the following:

336-896-9051 (fax)
customerservice@clarityfurniture.com

Change Orders/Cancellations

All reasonable requests to change or cancel an order will be reviewed. Any request for changes/cancellations must be made in writing to our Customer Service Department PRIOR to the order entering production. NO change/cancellation will be approved if the order has entered the manufacturing process. If for any reason a change/cancellation is permitted, it will be at Clarity's consent and will carry a change/cancellation fee.

Shipping

Clarity will use customer selected carriers whenever possible. If not specified or not viable, Clarity will select the best carrier available. All delivery dates are approximate dates only. Clarity cannot be held responsible for delays in shipment that are outside our control. Orders in production will ship as scheduled and cannot be held.

Freight Policy/Claims

List prices do not include freight. For accurate freight quotes customers must submit their requests to our customer service department. Please email your request to: customerservice@clarityfurniture.com. Please include accurate information: product, product quantity and ship to location.

Rates are based on the Dealer operating under standard business days/hours; Monday-Friday, 8:00am-4:00pm. Receiving warehouse information: address, contact name, hours of operation and phone number must appear on purchase orders.

All shipments are FOB factory. Shipments outside the Continental U.S or any international location will require a special freight quote.

Clarity is not liable for any loss or damage during transit and/or storage. The carrier assumes all responsibility upon pick up at any of Clarity's locations. It is the responsibility of the Dealer, upon receipt, to inspect all cartons. In the event of any damage, it is the responsibility of the Dealer to file any claim with the carrier. If product arrives damaged, written notification should be made on the bill of lading and an inspection by the carrier should be arranged. Any concealed damaged must be reported to the carrier within 15 business days of product receipt. Failure to do so will forfeit any claims of defects or shortages. In the event of concealed damaged DO NOT discard original packaging materials.

Returns

No return of product will be accepted without the prior written (Return Authorization Form) approval of Clarity. Unauthorized returns will not be accepted and will be returned to original ship to location freight collect.

Warranty

Clarity will repair or replace, at its discretion and without cost to the original purchaser, any standard furniture product that fails due to defective workmanship for a period of one year. The warranty is under single shift use, normal care and effective one year from date of shipment. This warranty does not cover:

- COM/COL material; wear quality, color fastness, fabric shrinkage, wrinkling seam separation and/or stretching (puddling)
- Misuse or abuse of product
- Normal wear associated with use
- Damage caused by contact with tables, wheelchairs, walkers, carts, etc.
- Damage caused by carrier, dealer, installer, user modifications, attachments to product or product delivered to non-loading dock sites
- Natural color changes, variations (mineral streaks) in solid or veneer wood products
- Color changes caused by exposure to extreme temperature changes or direct sunlight
- Custom Product
- Natural color changes in natural or light wood finishes

In no circumstance shall liability under this warranty exceed the original purchase price of the product. Clarity shall not be held liable for any consequential or incidental damages or for commercial loss stemming from any product defect. No other warranty will be expressed or implied.

Weights/ Dimensions

Product dimensions are overall measurements. Both weights and dimensions are approximate. Clarity reserves the right to change weight, construction, design and/or dimensions without prior notice.

Wood Finishes:

<u>Name</u>	<u>Finish #</u>
Artic	001
Raw	002
Honey	003
Mid Walnut	004
Light Walnut	005
Black	006
Light Cherry	007
Mid Cherry	008
Dark Cherry	009

Custom Product/Finishes

Clarity, with written approval, will alter some products to meet customer's specific requirements. Custom finishes are also available. Clarity is not responsible for variations and inconsistencies in the matching process of other manufacturer's wood samples. Custom product/finishes will have minimum requirements and have potentially longer lead times. Custom finishes must be approved in writing prior to the order entering manufacturing.

COM/COL Approval Procedures

Upholstered items may be ordered incorporating other manufacturer's fabric or leather (com/col). Fabric requirements in our price book are based off 54 inch wide plain material. If material is less than 54 inch wide please consult Customer Service. If fabric has pattern repeat please reference the chart below:

<u>Repeat</u> <u>Repeat</u>	<u>Pattern Cut Across Roll</u>	<u>Pattern Cut Up the Roll</u>	<u>2 Way</u>
2 - 10	+15%	+15%	+20%
11 - 20	+20%	+20%	+25%
21 - 25	+25%	+25%	+30%
26 - 30	+30%	+30%	+35%

- 53 - 54 wide fabric increase above by 10%
- 51 - 52 wide fabric increase above by 15%
- 48 - 49 wide fabric increase above by 18%
- Under 48 please consult Customer Service
- When supplying fabric on multiple rolls, add 2 yards to the total yardage required

Since many textiles are reversible it is necessary to attach a swatch to your purchase order indicating the correct side for application. The same instructions would be required for striped or heavily patterned fabrics. Without special instructions, Clarity reserves the right to apply fabric in what is determined to be the best manner. Clarity will not be held responsible for defective fabrics as all COM/COL are accepted as first quality goods.

Certain COM/COL must be pre-approved prior to manufacturing. In this case a 12 inch x 12 inch sample of the COM will be required, tagged with order number and product style number. Sample should be sent to:

Clarity Furniture
Att: Lacey/COM Approval
3211-B Falling Creek Road
Hickory, NC 28106

Clarity reserves the right to reject a COM/COL that could be unsuitable for upholstered furniture. In the event the Dealer approves, Clarity will not be held responsible for quality variances resulting from the application of a particular COM/COL. Fabrics requiring backing, additional upcharges will apply.

Clarity cannot be held responsible for the following in regards to COM/COL:

- Wear
- Fading
- Stretching/Puddling/Seam separation
- Defects, color inaccuracies, dye lot variations
- Flame retardancy

COL hides must be rolled in a manner to avoid creases and roll marks. Leathers received folded may be rejected.

COL square footage requirements are based on 45 to 50 square foot hides. For hides below this level please add an additional 15%. Square footage requirements are based on usable footage. Unusable imperfections may deem it necessary for Clarity to request additional COL.

COM/COL Tagging

All COM/COL must be tagged properly to ensure proper connection with your order. Clarity will not be responsible for delays caused by improper tagging. Receiving documents should include; Customer Name, Customer Contact, Product #, Purchase Order #, COM Tag #.

COM/COL Shipping Address

Clarity Furniture
Att: Lacey/COM Receiving
3211-B Falling Creek Road
Hickory, NC 28106
Dealer Name: _____ PO#: _____

COM/COL Disclaimer

Excess COM/COL will not be stored. If customer requests return of excess COM/COL, they must send the request via email and include a shipping/carrier number for freight payment.

Payment Address:

Clarity Furniture
1959 N. Peace Haven Road / #261
Winston Salem, NC 27106
Att: Customer Service

Upgraded Fire Code Requirements

California Technical Bulletin #133 is a unit test required or requested for certain areas. The test requires specific frame and fabric combination. If certification is required the test is available for a fee + the cost of COM/COL and requires 4 weeks for completion.

TB133 Sandel Wrap (Woven Fiberglass Flame Blocker) **upcharge estimates.** Please email customer service for exact upcharge/order:

- Lounge: \$275 net upcharge
- Love Seat: \$500 net upcharge
- Three Seat Sofa: \$650 net upcharge