

Giorgi Bros. Furniture Terms of Sale

Please make your selection carefully. Special orders in some cases cannot be changed or cancelled once the order has gone into production or has shipped from the factory. Giorgi Bros. will place your special order usually the same day the order is placed with us unless otherwise instructed. In some cases orders may ship within hours or less of the manufacturers' receipt of the order. If we are able to cancel a special order, a store credit will be issued.

At the time of sale please review all ordered items to insure accuracy. Customers are responsible for their own measurements and whether pieces will fit in their intended space, as well as access to that location. All orders require a signed terms of sale. If your order is placed by phone/or email you are subject to our terms of sale. We require you to send a signed terms of sale and/or approve your order is correct via email. Failure to send a signed copy of our terms of sale and/or approve the correctness of your order may result in delays.

After your order has been acknowledged by the factory, if we become aware of an unusually long delay, we will let you know. Customers are always encouraged to call and check the status of their order as some factories will not notify Giorgi Bros. of delays. Giorgi Bros. is not responsible for delays in production or shipping. No consideration/discount is given for orders that are delayed or take less time than any estimate given by the manufacturer or Giorgi Bros. All lead times are estimates, not promises. Estimates are based on previous orders' lead times and on the best information we have available. Many furniture items are custom made for your order so variations in lead time do occur.

Cancelled orders may be subject to restocking fees as high as 50% if the item is deemed appropriate for Giorgi Bros. stock. Some special ordered items cannot be returned, and this decision rests solely with the Giorgi Bros. management. Additional delivery and/or pickup fees may be applied for returned items.

If items require extraordinary delivery (such as, but not limited to additional associates needed, narrow halls, doorways, stair wells, hoisting, etc.) extra charges may apply. Giorgi Bros. cannot be responsible for any damage to the furniture, floors, and walls in these unusual circumstances.

It is dangerous and against worker safety regulations for our delivery associates to remove their footwear on a delivery. If you do not want our delivery associates walking on your floors, please provide whatever floor protection you deem necessary.

Giorgi Bros. does not move customers' existing furniture. In many cases we may accommodate a request and assist a customer to move an item. Giorgi Bros. assumes no liability if damage occurs to that item or to the house while accommodating a customer request to move an existing piece. In the event that Giorgi Bros. has to move a larger quantity of existing furniture in order to deliver new goods, we reserve the right to charge for this service at \$125 per hour with a 1 hour

minimum. It is our intention not to move existing pieces, so please have your rooms ready for the items we are delivering. *We take great pride* in our delivery service, and your satisfaction is our goal.

For order will-call (pick up), safe loading and transport are the customer's responsibility. Please bring appropriate blankets, ropes and packaging materials. If will-called merchandise must be returned for service, the customer is responsible for transportation back to Giorgi Bros. Damage that occurs in transit is not covered under the warranty and the customer may incur a cost for repair or replacement.

Customer's Own Material (C.O.M.) requirements are based on factory estimates. Due to the nature of C.O.M. being hand cut and hand applied many times factories end up with more or less fabric than needed. Giorgi Brothers is not liable for fabric returned by a factory or for fabric shortages. Manufacturers commonly over estimate the amount of C.O.M. required and it is not uncommon to receive excess fabric back. You may request that any excess C.O.M. be returned. This must be noted on your order or any excess C.O.M. may not be returned. If cutting instructions are not clearly marked with your order then the factory reserves the right to cut and apply the C.O.M. using their best judgment either.

In all hand crafted wood, metal and other furniture there can be some variances and irregular areas. Trees have differences in color and grain. These natural variations in woods and finishes are not defects and should be appreciated and enjoyed.

All products are warranted by the manufacturer for factory defects. However, manufacturer warranties differ in their terms. In the event of defective merchandise some manufacturers authorize direct exchange while others require inspection from Giorgi Bros., or factory representatives. Most require documentation such as, but not limited to digital photographs from the customer to process warranty requests before they allow service or replacement. Many issues may be resolved by a Giorgi Bros. service technician. Giorgi Bros. and/ or the manufacturer have the right whether to repair or replace defective merchandise. We will service merchandise to meet the standards of the manufacturer if found to be deficient. There is no consideration given if an item must go through the service process. *We take great pride* in our Furniture Service Department, but it does take cooperation on the part of the consumer to allow the appropriate amount of time to resolve any problem. Please be assured *we care* and are doing everything possible to see the situation remedied.

Manufacturers, mills, tanneries, and Giorgi Bros. do not guarantee fabrics or leathers against wear, fading, color fastness or damage by any cleaning process. Warranties for fabric and leather are always sold after market and vary in their individual terms.

Other than "as is," "no return," "floor samples," or "closeout items," merchandise is warranted by the manufacturer. Giorgi Bros. will service the furniture only within the terms of the factory warranty. Most warranties will cover manufacturing defects on the furniture purchased by the original owner at the original delivery location for 1 year.

If a customer is adding to a pre-existing set, whether purchased from us or not, Giorgi Bros. does not guarantee an exact finish or dye lot match or changes in design or size in a collection over time. Manufacturing materials and methods are subject to change from piece to piece, even for the same item from the same manufacturer, without notice.

Manufacturers' measurements are estimates and can vary. It is common especially on upholstered products that a 2"-3" variance from stated measurements is acceptable. The amount of acceptable variance is different for each manufacturer.

Merchandise held in our warehouse over 30 days must be paid in full and may incur storage fees.

Any adjustments or refunds are offered as store credits or in some cases exchanges.

Unpaid balances are subject to maximum interest rate allowed in the State of California.