

# (1) Terms and Conditions of Sale

## A. Prices and Terms

Prices and specifications are subject to change without notice. All prices quoted will be FOB Hickory. Terms are Net 30 days for those who qualify.

## B. Order Information

All orders are subject to final acceptance by our office. Receipt of an Acknowledgment indicates the acceptance of your order subject to the terms set forth on the Acknowledgment. Please indicate Purchase Order number, Quantity, Item Number, Fabric pattern, Fabric Color, Fabric Grade, Finish, and Options on all Purchase Orders.

We try to insure that orders are entered correctly. However, an Acknowledgment is sent to you for you to review. It is your responsibility to cross-check our acknowledgment to your order.

## C. Changes to Orders

All reasonable requests to change an order will be honored provided the order has not gone into production. *Our House Designs* reserves the right to charge for labor, materials, and administration costs associated with order changes.

## D. Cancellations

Acknowledged orders may be canceled provided the fabric has not been cut. If cancellation is permitted after production begins, Customers Own Material (COM) cannot be returned or credited. No cancellations allowed on decorative finishes or custom designs.

## E. Shipping

*Our House Designs* will ship in accordance with customer instructions whenever possible. If not specified, *Our House Designs* will exercise its best judgment in selecting a carrier. Orders in production will be shipped as scheduled and cannot be held. Shipments will be sent to facilities with proper "docking" for the carrier. Residential deliveries usually incur a 30 to 50 percent additional charge than regular "dock" delivery. All Freight will be shipped Collect unless otherwise specified Third Party.

## F. Carton Pricing

Available upon request.

Sofa	\$180.00
Loveseat	\$150.00
Chair	\$120.00

## G. Claims

The utmost care is used in packing and shipping. Our liability ceases once the carrier has signed the Bill-of-Lading indicating the shipment has been received by them in good condition. Any shortage or damaged merchandise should not necessarily be refused, but written exception should be made on the Bill-of-Lading and an inspection by the carrier at that point. If damage is discovered after delivery, the purchaser should notify the carrier at once and request an inspection and instructions for filing a claim. Refusal to accept goods from the carrier does not relieve the purchaser of responsibility from payment and filing necessary claims in the prescribed manner. All goods become property of the purchaser upon delivery to the carrier.

## H. Returns and Repairs

No merchandise may be returned without authorization from the factory. Unauthorized returns will automatically be refused as well as any shipments not in accord with *Our House Designs'* shipping instructions. Notification of factory error or defect must be made within 10 days from the receipt of the merchandise. Liability for defective merchandise shall be limited to the replacement or repair of that merchandise to be determined by *Our House Designs*. *Our House Designs* shall not be liable for any other damages or losses. Dealers are expected to provide transportation without reimbursement to and from the customers home when repairs or returns are necessary, as a part of their normal service obligation.

## I. Dimensions

Each item is custom made. Because of variations in fabric thickness and handcrafted techniques used to manufacture our products, there will be variations from the dimensions listed in our price list and catalog.

**J. Scheduling:** All delivery dates are approximate and subject to conditions beyond our control.

**K. Prices:** Prices are subject to change without prior notice.

**L. Order Acknowledgement:** Order acceptance is by issuance of an acknowledgement form. All orders will be filled from the acknowledgement form – please double check this form against your purchase order.

## M. Frame and Fabric Drops

Frames or fabrics may be dropped without notice.

## N. Dye Lot Match

An exact color match to fabric or leather samples or existing upholstered items cannot be guaranteed.

Fabric of different dye lots may have variations in shading. Leather is a natural fiber and does have color variations. To ensure the matching of items to be used as pairs, the items should be ordered at the same time. We do not guarantee dye lot matches of fabric samples or cuttings to the fabric which will be applied to your order.

**O. Soil Resistant Treatments**

If you treat the upholstery after delivery, *Our House Designs* cannot be responsible for the fabric, seams or filling materials.

**P. Requesting Fabric Cuttings**

Cuttings of any pattern may be requested and will be sent to you on a no-charge basis if such cuttings

are available. If a larger swatch is required to illustrate all colors included in the pattern, design or a full pattern repeat, our only alternative is to suggest you purchase one yard of fabric. We do not have large samples available for memo billing. No order will be accepted for less than one yard.

Requests for fabric sample swatches should be faxed or mailed to:

**Our House Designs**  
P.O. Box 1028, Hickory, NC 28603  
Phone: 828-326-6100 Fax: 828-326-6101

NOTE: *We do not guarantee dye lot matches of fabric samples or cuttings to the fabric which will be applied to your order.*

## (2) Standards and Custom Options

In addition to the options listed on the price list pages, below are additional ways to customize your leather furniture:

	Sofa	Chair 1/2 Love Seat	Chair	Ottoman/Bench
<b>A. Delete Welt on cushions and backs</b>	\$150	\$105	\$75	\$60

On a piece with welt as standard feature, the welt may be replaced with baseball stitching on the seat cushions and back pillows.

<b>Add welt option on cushions and backs</b>	\$150	\$105	\$75	\$60
--	-------	-------	------	------

On a piece with baseball stitching standard, the baseball stitching on the seat cushions and back pillows may be replaced with welt.

**B. Replace standard nail head trim with welt or add nail head trim** (at factory discretion) (Our standard application of nails on a frame is to apply nails on the front and the sides at the bottom of the frame and where arms allow.)

	Sofa	Chair 1/2 Love Seat	Chair	Ottoman/Bench
	\$150	\$105	\$75	\$60

**C. Replace standard nail head trim with an optional nail head** (at factory discretion) (Natural and French Natural nail heads are interchangeable at no upcharge, if the same size. For a different size, please add the upcharge.) Optional nail head trims available in small, medium or large for an upcharge. Refer to catalog for photograph. Antique Bronze, Antique Gold, Antique Nickel, Hammered Gold, Old Copper, Onyx/Gold, Pearl Grey, Pewter.

	Sofa	Chair 1/2 Love Seat	Chair	Ottoman/Bench
	\$150	\$105	\$75	\$60

*Important: If you choose any of the above options, please clearly specify the treatment you desire and add the appropriate charges to the graded item price.*

**D. Combination of Leathers/Contrast Leather Welt**

1. When using combinations of Leather (Grade A to E) on Frame price at higher grade.
2. When using combinations of Novelty or Specialty leathers (Grade F or higher) with standard leathers, (Grade A to E) use the average of the leathers.
3. Contrasting leather welt available as follows:

Sofa	\$150.00	Chair	\$75.00
Love Seat	\$105.00	Ottoman/Bench	\$60.00

**E. Finishes**

1. Standard wood finishes are shown in the price list and catalog and available at no up charges. Each item with exposed wood is offered with a standard finish. If no finish option is specified on your order, the standard finish for that style will be applied.

Standard Finishes Available: Black, Brandywood, Distressed Mahogany, Mahogany, Red Mahogany

covering frame, seating and spring up. Leather Master is a separate company marketing their products across the United States and is no way affiliated with *Our House Designs*.

## D. Cleaning Instructions for Fabrics

Upholstery fabrics are classified into one of the following four categories. Our active fabric list and all fabric samples are marked with these codes. These cleaning methods are suggested by the fabric manufacturer. *Our House Designs* does not accept any responsibility in the event of failure of any of these methods.

### W – Recommended Cleaning Instructions

Clean only with water based shampoo or foam upholstery cleaner. Do not over wet. Do not use solvents to spot clean. Pile fabrics may require brushing to restore appearance. Cushion covers should not be removed and laundered.

### S – Recommended Cleaning Instructions

Clean only with dry-cleaning solvent. Do not saturate. Do not use water. Pile fabric may require brushing to restore appearance. Cushion covers should not be removed and dry-cleaned.

### SW – Recommended Cleaning Instructions

Clean with shampoo or dry-cleaning solvents as desired. Do not saturate with liquid. Pile fabrics may require brushing to restore appearance. Cushion covers should not be removed and dry-cleaned.

### X – Recommended Cleaning Instructions

Do not clean with either water or solvent based cleaner. Use vacuum or light brushing only.

**CAUTION:** never remove cushion covers for separate dry-cleaning or washing, even though they do have zippers. Do not use bleach or any tumble method cleaning service as this may destroy the backing of the fabric or shrink or otherwise damage the upholstery fabric.

**CONSUMER ALERT:** Keep your furniture and family safe from fires caused by careless smoking. Do not smoke when drowsy. Remove immediately any glowing ember or lighted cigarette which falls on furniture. **SMOLDERING SMOKING MATERIALS CAN CAUSE UPHOLSTERED FURNITURE FIRES.**

## E. WARRANTY

- *Our House Designs* warrants its frames and springs to be free of manufacturing defects for the lifetime of the product under normal use and conditions.

- Limited lifetime warranty on carved wood pieces, after 3 years repair will be at the factories discretion.
- Cushions are warranted against loss of resiliency for the lifetime of the product. Loss of resiliency does not include any slight softening of a cushion or the flattening of the fiber top.
- *Our House Designs* executive swivel chair mechanisms, and casters are warranted for five years from the date of purchase against defective materials and workmanship under normal care and use.
- Sleeper mattresses are warranted for three years with this furniture.
- Wood furniture is made from naturally variable raw materials. Differences in grain character and color among wood species are natural variations. These variations are not within the control of the manufacturer nor considered defects under this warranty.
- This warranty excludes fabrics, leathers, and any other textiles. *Our House Designs* does not guarantee and will not assume responsibility for the fastness of colors or the durability qualities of any material. Any adjustment made will depend on the fabric manufacturers willingness to stand behind their product.

## TERMS OF LIMITED WARRANTY

This warranty does not apply to any conditions or defects resulting from normal wear and tear, negligence, abuse, fire, accidents, contact with rough or sharp objects, damage due to chemical treatment or improper cleaning, natural fading due to sun exposure, or shipping damage. The warranty is void if original leather is replaced.

This warranty applies to the original purchaser. The product must be in its original cover and cannot have been reupholstered.

If a defect is found, *Our House Designs* will repair or replace the defective item. After one year from date of purchase, this warranty ceases to cover costs of packing and shipping to and from the factory. All claims made under this warranty must be made during the time periods indicated. For service, see your local *Our House Designs* dealer.

The implied warranty of merchantability or fitness for a particular purpose with respect to the leather and cushions is limited to the duration of this warranty. *Our House Designs* will not pay consequential or incidental damages under this warranty. Depending on the state you live in, the above limitations or exclusions may not apply to you. You may also have other rights which may vary from state to state.