

Terms and Conditions

Order Entry

To expedite order entry and to ensure proper service, fax all orders directly to the factory: 616.475.5020

Prices

Prices listed are suggested List prices. All prices are listed F.O.B. Factory and are subject to change without notice. Orders subject to prices stated on acknowledgement. List Prices do not include the following charges: shipping, storage, insurance, sales tax and installation.

Terms

A 50% deposit is required upon placement of order, the balance being due before shipment. Accredited open account customers placing standard orders are subject to our terms of Net 30. If timely payment is not made, interest will be charged at a rate of 1.5% per month. Any collection costs and/or attorney's fees incurred, as a result of untimely payments, will be charged to the buyer. Cumberland, at its discretion, may cancel or change terms and may request advance payment at any time.

If credit has not been established, full payment must accompany the order. Cumberland also accepts MasterCard and Visa.

On all deposit/CBD order, final payment must be received prior to delivery. If final payment is not received within 10 days after the invoice is issued, a storage charge and charges for transfer to storage will be added to your invoice.

All terms extended are in the sole discretion of Cumberland's credit department and must have their approval. No salesperson, representative or any other employee or agent of Cumberland, other than Cumberland's credit department, has any authority to alter the terms and conditions of sale in any manner or form.

Custom Order Requirements: One half deposit required upon placement of order, balance due before delivery or net 30 days for open accounts.

Orders

Orders must be in writing and sent to Cumberland Furniture. All orders are

subject to approval by Cumberland's Order Department. Approval of an order is evidenced by issuance of our formal acknowledgement, which are subject to the terms and conditions set forth herein, constitute the agreement between the purchaser and Cumberland and supercede all prior oral and written statements regarding the order. These terms and conditions of sale set forth herein and those set forth on the purchaser's order form, our terms and conditions of sale will govern.

Change Orders

Requests for changes to orders must be made in writing. Cumberland reserves the right to charge for labor, materials and administrative costs for order changes.

Cancellation

Orders may not be terminated without Cumberland's consent. Cancellation cannot be accepted after fabric is cut, order is in production or materials have been placed on order.

Shipping

Complete instructions as to shipping and route must be given when an order is placed. If such instructions are not received with the order, then we will exercise our best judgment in selecting a carrier and route and send the item via our prepaid freight program, adding the freight to the invoice. We reserve the right to make partial shipment.

Shipping Weights

They are noted for the convenience of our customers. They are best estimated and are subject to variation without notice. Cumberland is not responsible if these weights vary from those reported by carrier.

Delivery

All quoted delivery dates are merely best estimates and are subject to delay or failure of delivery due to labor disputes, war, riot, compliance with government regulations, failure or delay of source of supply transportation difficulties, acts of God or any other causes beyond our control. All risk of loss or damage to the merchandise is picked up by the carrier.

Returns

A written Return Authorization (RA) form must be issued by Cumberland prior to the return of any merchandise. Unauthorized returns will be refused by our receiving department. Return merchandise must be received in original carton and in saleable condition.

Claims/Freight Damages

Cumberland is not responsible for damage to merchandise in transit or in storage. Title and

risk of loss pass to the customer upon delivery to carrier from Cumberland's distribution point. Cumberland furniture is carefully inspected and securely packed prior to shipment. Customer must examine all merchandise before accepting delivery from carrier. If there is any visible damage to the carton, a notation of such must be made on

the Bill of Lading before signing. All claims for damage, shortage or loss must be filed with the carrier within 5 days of delivery and all packing materials must be retained until inspection is made. Claims for concealed damage must be filed with the carrier within 5 days of delivery. Failure to make such claims shall constitute full acceptance of merchandise.

Storage

Cumberland does not have a storage space for completed orders. If customer will not accept delivery of merchandise when Cumberland is ready to make shipment, Cumberland reserves the right to transfer the goods to storage and store at customer's risk and expense. Such storage shall be deemed delivery for all purposes including invoicing and payment. All costs associated with storage will be charged to the customer.

Materials

Due to natural variations beyond Cumberland's control, all items including but not limited to fabric, leather, wood, steel, glass or marble are sold subject to variations or irregularities of color, grain and texture. Cumberland does not guarantee matching of color, grain or texture.

Designs

All products shown in our catalog and our price list are, and remain, the exclusive property of Cumberland Furniture and Cumberland Furniture has the exclusive right to manufacture the models shown. All dimensions shown are approximate and drawings shown are for reference only. Cumberland reserves the right to make change in price, dimension, design, construction and/or materials used without prior notice.

Cumberland's price list and catalog are not available to the general public, but are only for the use of the trade for purposes of purchasing Cumberland products.

Special Design Variations

Cumberland can manufacture special designs to fill your needs. Before an order is approved, we must receive drawings and/or specifications for quotation. Our quotations are valid for a period of 60 days. A fifty percent deposit is required upon placement of all special orders.