

# TERMS & CONDITIONS

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**Customer's payment for or acceptance of shipment for any orders constitutes acceptance of Old Dominion Furniture Company's (Old Dominion) terms and conditions. Any additional, different or inconsistent terms proposed by Customer must be agreed upon in writing by Customer and Old Dominion.**

## Product Changes & Improvements

Periodically, modifications are made to improve products. In this event, products may vary slightly from published dimensions, specifications and images. All published dimensions and weights are approximate. Any product may be discontinued at any time without prior notice.

Upholstery colors are subject to dye lot variations and due to the characteristics of wood, stain colors may vary and are considered typical.

## Pricing

The information in this price list supersedes any and all prior published pricing. Prices are per unit unless otherwise noted. Pricing is subject to change without prior notice. All prices are F.O.B. Origin and do not include i) freight or ii) any duties and local, state or federal taxes. In the event that it is requested that Old Dominion pay any tax, duty or other charge, Customer agrees to directly pay the authority imposing the tax, duty or charge, including any handling and processing fees. In lieu of such payment, Customer shall provide Old Dominion at the time the order is placed an exemption certificate or other document acceptable to the authority imposing the tax, duty or charge.

## Minimum Order Charges

Orders totaling less than \$550 before freight will incur a \$10 handling charge. Note that certain chair, barstool, table top and table base orders are subject to additional minimum quantity fees. Consult factory for pricing when ordering less than a quantity of (6) chairs, barstools, table tops and/ or wood table bases.

## Terms

For approved open accounts, terms of payment on stock goods are net 30 days from the date of invoice. For approved open accounts a 50% deposit is required on orders for custom goods prior to the order releasing to production. Full payment is required before shipping for nonrated or new accounts. A late charge of 2% per month will be added to accounts 30 days past due. The Customer agrees to pay costs, fees and expenses, including attorneys' fees and court costs incurred by Old Dominion for collection efforts for delinquent accounts.

Old Dominion reserves the right to alter or cancel credit terms at its discretion, and request payment in advance of the order releasing to production and/or shipping.

## Orders & Order Acknowledgments

Purchase orders may be submitted via email to [cs@olddominionfurniture.com](mailto:cs@olddominionfurniture.com) or fax (434) 845-7614. Old Dominion is not responsible for duplicate orders. All orders received and accepted by Old Dominion will be acknowledged in writing to the Customer. Customer must notify Old Dominion immediately of any discrepancy between purchase order and acknowledgment; otherwise Old Dominion can accept no responsibility for manufacturing and shipping other than in accordance with the acknowledgment.

## Changes & Cancellations

Orders may not be changed or cancelled without the written consent of Old Dominion. Consent may be withheld, granted or granted subject to conditions, service charges and/or price changes, and is the sole discretion of Old Dominion. Old Dominion reserves the right to refuse or reject any order at any time.

## Shipping & Freight Claims

Old Dominion Freight Program: Shipping charges prepaid by Old Dominion will include an administrative charge and Old Dominion reserves the right to use its carrier of choice. Delivery is on a dock to dock basis. Special requests such as lift gate at delivery, inside delivery, notify before delivery, etc. must be noted on the Customer's purchase order and are subject to additional charges.

Freight Damage Claims: It is the responsibility of the Consignee to thoroughly inspect all incoming product. Damages and shortages must be noted on the delivery receipt and Old Dominion must be notified immediately. Shipping containers must be retained to qualify for a freight claim. Failure to note damages or shortages at time of delivery constitutes acceptance of merchandise and waiver of any damages or shortages. Third Party Freight: For Customers handling their own freight, freight terms are F.O.B. Origin and the goods are the responsibility of the Consignee at the time the bill of lading is signed by the carrier at pick up at point of origin. In the case of damages or shortages, the Customer is responsible for handling and processing claims.

## Returns

No product may be returned without Old Dominion's written authorization, which may be granted or withheld at the sole discretion of Old Dominion. Items authorized for return require a factory provided return authorization number and may incur a 20% restocking fee. Items returned to Old Dominion without an authorization number will be refused.

All sales are final on custom goods. Most items are made to order to meet our customers' specifications (stain, upholstery, size, shape, etc) and are therefore considered custom.

## Storage

Completed orders may be safely stored at Old Dominion's facility, space permitting, for up to 14 days from the original acknowledged ship date. In the event that the order has not shipped by the 15th day, storage charges will be applied to the order at a rate of 3% of the order's value for every 30 days the order remains at Old Dominion's facility. There is a minimum storage charge of \$150 for the first 30 days. Storage charges must be paid in full before the order can release to ship.

## Warranty

Old Dominion expressly warrants that, for a period of (1) year from date of invoice, these products will be free of defects in materials and workmanship. This limited warranty only applies to products which are handled, stored and installed in the manner recommended by Old Dominion. Products are warranted for use in a continually conditioned environment. Due to the inherent properties of wood, warranty may be void on items shipping to locations with extreme climate and weather conditions.

Products not manufactured by Old Dominion, including but not limited to upholstery materials and laminates, are governed solely by the guarantees of warranties, if any, of the manufacturer of these products. Old Dominion does not offer a warranty for these products. Old Dominion accepts no responsibility for the durability and performance of customers own materials. Old Dominion will replace or repair the defective items covered by this warranty provided the Customer notifies Old Dominion within (5) days of the discovery of the defect. No deductions for repairs in the field will be allowed without prior written authorization. The warranty does not apply to furniture damaged by accident, abuse, neglect or misuse, nor does it apply if repairs are attempted by anyone other than an authorized Old Dominion employee or representative. In no event shall liability under this warranty exceed the original purchase price of the defective furniture.

## Maintenance

To ensure durability, safety and longevity of the product, periodic maintenance is required. At regular intervals, check all stress points and connections, including welds, bolts, screws, rivets, etc. for tightness. Tighten or replace parts as needed. If a defect is found, take the item out of service and contact Customer Service at (434) 845-5511.