

	CT, DC, DE, MA, MD, NJ, NY, OH, PA, RI, VA, WV	AL, AR, CO, FL, GA, IA, IL, IN, KS, KY, LA, ME, MI, MN, MO, MS, NC, ND, NE, NH, NM, OK, SC, SD, TN, TX, VT, WI	AZ, CA, ID, MT, NV, OR, UT, WA, WY
ORDER LIST VALUE	FREIGHT COST = PERCENTAGE OF LIST PRICE		
\$1,001 - \$2,000	6%	7%	8%
\$2,001 - \$4,000	5%	6%	7%
\$4,001 - \$10,000	4%	5%	6%
> \$10,000	Call For Freight Quote	Call For Freight Quote	Call For Freight Quote
STANDARD PROCESSING TIME	48 hours	48 hours	48 hours
STANDARD TRANSIT TIME	1-2 BUSINESS DAYS	3-4 BUSINESS DAYS	5-6 BUSINESS DAYS

Damage Claims & Errors

Aceray is not responsible for damages or loss incurred in transit. All furniture is carefully inspected and securely packed before it is shipped. Products are shipped at the customer's own risk and are accepted as such by the carrier. Title and all risks of loss or damage on all shipments are passed to the customer upon delivery of merchandise to a carrier from Aceray's warehouse.

It is the consignee's responsibility to inspect cartons for visible signs of damage before accepting merchandise from the carrier. Any damage or any loss must be noted on the delivery receipt. If an item is either lost or damaged, make an immediate claim with the carrier. Receiver should not refuse shipment under any conditions. Refused shipments are the customer's responsibility as all items ship FOB Lebanon, PA. Aceray LLC will not be responsible to track or refund refused deliveries. In case damage is concealed and not determined until furniture is unpacked, keep all the packing materials and notify the carrier within 5 working days.

When you receive product from our freight carriers, it is extremely important to inspect the carton/crate for any damage or even an indication of the possibility of damage. You will be asked to sign a Bill of Lading which indicates you are receiving the product in perfect condition. There is a box to note any "visible" damage on the carton/crate. This is both your protection and ours against any freight claims. Without notation of damage there is no recourse.

Any damage claim needs to be filed by the customer with the freight carrier, in writing, within 5 working days after delivery. Failure to make such claims shall constitute acceptance of the merchandise and waiver of any defects, errors or shortages.

Aceray will gladly guide customers in the process of making a freight claim with the carrier. Deductions should not be made in the settlement of invoices. Such deductions will be considered late payments and liable for any associated fees.

Should the transportation company seek to limit its liability on concealed, loss, or damage claims, please contact Aceray immediately. After an investigation of the claim, Aceray will provide guidance in corresponding with the carrier. Aceray and its carriers will not be held responsible for the payment of claims if the above guidelines are not followed.

All costs for furniture installation, loss of use, temporary furniture, removal from service and reinstallation due to damage claims, partial shipments or shipping errors is the responsibility of the customer. Aceray LLC will not be liable for costs associated with any of the above conditions.

If a shipping error occurs, products must be returned unused, in the original packaging to Aceray LLC's distribution center. Customer must contact Aceray LLC within 5 business days after delivery to receive an RMA. Aceray will ship the correct product free of charge to the SAME DELIVERY ADDRESS AS THE ORIGINAL ORDER as soon as the mis-shipped product is returned. Any shortage, including hardware, must be reported to Aceray LLC within 5 business days of delivery, after this time, Aceray LLC will not be liable for costs to replace missing pieces. Aceray and freight carriers cannot be held as indefinite insurers of goods after delivery.

WARRANTY

Original purchasers of Aceray products are protected against defects in material and workmanship for a **period of 5 years** for indoor products and a **period of 3 years** for outdoor products of single shift service from the date of shipment. This warranty does not cover:

- Wear and tear
- Upholstery materials either supplied by Aceray or the purchaser
- Laminate – subject to warranty of the laminate company
- Product Failure, Damage or injury caused by:
 - unreasonable or abusive use
 - failure to provide necessary reasonable care
 - failure to follow maintenance guidelines
 - accident, tampering or negligence
 - unauthorized repairs
 - after market changes to the product

Periodic maintenance is necessary. Products should be inspected at least once a month for damage or signs of structural fatigue incurred in daily handling in addition to receiving regular cleaning & maintenance (i.e. screws and bolts should be tightened, foot caps and glides replaced regularly). If a defect is found, take the item out of service immediately and contact Aceray LLC. All warranty, both expressed and implied, shall be invalid if proper care and maintenance procedures are not followed. Consult Care & Maintenance section in Aceray Terms and Conditions of Sale.

Coats and other articles should not be hung on the back of chairs. This practice may cause chairs to be unstable. Do not stand, lean, climb, kneel or rock on any products. Chairs are not designed to be placed seat down on table surfaces. Chairs stored in this manner are unstable. The shock of chairs falling from table tops may compromise the structural integrity of the shell/base attachment. This damage is not covered under Aceray's warranty.

Damage to chairs caused by stacking/unstacking methods are not controllable by Aceray and are not covered under Aceray's warranty.

Should a defect occur, Aceray's sole obligation will be to repair or replace at our option defective goods free of charge provided the product is returned to us promptly, as directed, prepaid, and with an RMA number. All costs for labor, furniture installation, removal from service and reinstallation due to warranty claims are the responsibility of the customer. Aceray LLC will not be liable for costs associated with any of the above conditions.

Under no circumstances shall Aceray's warranty exceed the original price paid for the merchandise. Any refund extended will be prorated. Repair or replacement of discontinued products will be at the discretion of Aceray.

No reimbursements for repairs made in the field will be allowed without prior written consent.

Variations in colors, grain or texture beyond reasonable commercial match are not warranted due to natural characteristics of the materials used. If the item's useful life expires, it must be handled as waste. This means it must be handed over to a licensed facility for disposal (such as a waste collection facility).

No other warranty expressed or implied.

CARE & MAINTENANCE

Periodic maintenance is necessary to ensure durability and customer satisfaction. Customers need to inspect, clean and tighten screws and bolts on each product monthly.

Wood Products:

At least once a month, perform a thorough inspection of each product. Particular care should be taken when inspecting for loose joints as one loose joint can cause pressure on all joints which may cause the product to collapse. In the event a loose joint is found, take the product out of service immediately and tighten the joint. Do not use chemical solvents (trichlorethene, acetone, benzene etc.) to clean the wooden parts of the product. The furniture should not come into direct contact with water or be placed in a damp environment. Do not place hot, chemically reactive and unsuitable objects on the horizontal surface. Do not place ice buckets or vases on table tops for extended periods of time. The product should not be placed in direct sunlight or extremely hot or humid environments such as cooking facilities. Remove dust with a soft, clean and dry duster. For more extensive staining, use cleaning agents designed for furniture finished with all types of lacquer. Strictly adhere to the label instructions for use of the cleaning agent. Do not use cleaners with ammonia, degreaser, bleach or abrasives.

Outdoor Products:

At least once a month, inspect glides and replace them if necessary. Glides help prevent products from slipping or tipping over. Chemical solvents should not be used for product cleaning. Lukewarm water is recommended for cleaning outdoor furniture in particular removal of dust and common stains. Outdoor products should not be pressure cleaned.

Metal Products:

At least once a month, inspect glides and replace them if necessary. Glides help prevent products from slipping or tipping over. To maintain the brilliant finish of chrome parts, use high quality grade automotive chrome cleaner as needed. Clean PVC with a mild soap and water solution.

Stainless Steel Products:

Clean with a small amount of water and a clean cloth. If that isn't as effective, try a mild detergent like dishwashing liquid. Glass cleaner can be great to remove smudges and fingerprints. If you've had staining or scratching, or need to polish your stainless steel, a stainless steel cleaner should be used. Stainless Steel cleaners and polishes can help minimize scratching and remove stains. Read the directions on the stainless steel cleaner and test in an inconspicuous spot. Be sure to rinse thoroughly and towel dry.

Laminate:

Consult laminate manufacturer for cleaning instructions.

Other Products:

Only use non-abrasive cleaners that are specifically made for the type of surface being cleaned (glass, granite, stainless steel, chrome, etc.) Strictly adhere to the label instructions or use of the cleaning agent.

Upholstery:

Clean vinyl with a mild soap and water solution. Spills and spots require prompt action, since stains can become permanent if allowed to set. Do not clean leather with water or allow water or stains to set into leather. Clean with specialty leather cleaner. For all other fabrics please consult the fabric manufacturer's cleaning instructions.

FABRICS & FINISHES

Wood is a natural, organic product and owes its inherent beauty to variations in color, grain and texture. These variations are not considered defects. There may be minor variations from one piece of furniture to the next even though they were finished at the same time. Different woods, as well as grain and tone variations in the same wood, absorb stains differently. Samples are provided as a guide only. Therefore, do not expect an exact duplication. Natural wood products become darker as they are exposed to light and the aging process. Aceray does not guarantee the exact matching of grain, pattern, and color. On any order where an exact finish match is required (i.e. replacements or reorders), the PO must be clearly marked.

Custom Finishes

Many of Aceray's products may be finished in custom wood stains. Samples for matching must be provided with your order and should be at least 4" x 4" in size. Don't forget to indicate the percentage of Gloss Grade you desire. As a guide, custom wood finishes will require a 24 pieces minimum order at a \$200 net up-charge per order. Final up-charges may vary depending on factors such as the item ordered, the material selected, and the manufacturing equipment and process used. When matching other manufacturers' standard wood finishes, Aceray is not responsible for variations in their wood samples and/or actual furniture. Aceray does not provide a 'return' wood sample for approval.

Graded in Fabrics

Aceray works with leading textile manufacturers in Europe and the U.S. You may select textiles from **Pugi, GS-Tessuti, DesignTex and Maharam**. Most of the presented styles from these companies are ready for immediate delivery. All graded in patterns are applied off the bolt. Other applications for graded in fabrics may require an up-charge.

You may also select from **Aceray's Leather Alternative** designs and from **Garrett Leather Chatham** quality.

COM

Aceray welcomes the use of COM/COL. Send materials to Aceray's corporate office in Denver, CO, freight prepaid. Mark packages with the Purchase Order number and purchaser's name. Upholstering directions must be provided to Aceray in writing with your PO - if not provided, **COM will be applied off the bolt**.

An Aceray representative will assist you in calculating yardage requirements for all fabrics which are patterned or narrower than 54 inches wide. Yardage requirements may change depending on upholstering directions, fabric quality and pattern. The customer must provide required yardage based on these variables even if original quoted yardage is different than yardage actually needed. Aceray is not responsible for extra cost or lead time incurred by customer due to shortage of COM/COL. When supplying fabric on multiple rolls, add 2 yards to the total yardage requirement.

Aceray reserves the right to reject any upholstery that is unsuitable for production. In no instance shall Aceray be held responsible for unsatisfactory results due to the use of coverings unsuitable to our manufacturing methods.

Aceray is not responsible for receipt of defective fabrics, as we apply all COMs and COLs as first quality goods. While Aceray inspects fabrics for mill imperfections, some are difficult to recognize. Aceray cannot be responsible for defects, color inaccuracies, dye lot variations and other such flaws. Such defects or flaws may require additional COM yardage and an extended production time. Aceray assumes no responsibility for the flame retardancy of any COM. Customers are solely responsible for making sure that COM/COL applies with all applicable codes and regulations.

Aceray cannot predict or be responsible for how upholstery wears in an installation setting. We will not be held responsible for wear, fading, stretching, puddling, unraveling seams or performance of any upholstery material whether supplied by the customer or our sources. There is no warranty on COM/COL.

COL hides must be rolled for shipment to Aceray in a proper manner; excess fold marks and creases need to be avoided. Aceray has the right to reject COL that is received folded. Half hides are not acceptable. All square footage requirements are based on usable footage. The shape of the hide, excessive holes, cuts or other imperfections may result in Aceray having to request