

Furniture Terms & Conditions of Sale

ACCEPTANCE

The terms and conditions set forth herein represent an offer by Pizzuto Furniture to sell product to the purchaser. The purchaser's acceptance of a Pizzuto Furniture or Kingdom Mattress sales order acknowledgment or invoice is an acceptance of the terms and conditions herein. In the event that the terms and conditions of an order are contrary to the terms and conditions indicated herein, these terms and conditions shall supersede any inconsistent or contrary terms and conditions indicated on the actual order or any other document supplied by the purchaser. A waiver of any one term or condition shall not be deemed a waiver of any other term or condition.

CLAIMS/RETURNS

All claims for shortages and errors must be made within (2) days, after receipt of the merchandise to pizzutofurniture@gmail.com or by calling Frank @ 760-912-3264. Any repairs, workmanship issues or claims must be documented in writing accompanied by photographs and sent pizzutofurniture@gmail.com or by calling Frank @ 760-912-3264. **Payments will not be made for any unauthorized repairs or unauthorized returns.** Failure to make a claim within two (2) days after receipt of the merchandise constitutes acceptance of the merchandise and a waiver of claims.

Pizzuto Furniture is not responsible for any common carrier freight related claims, but will assist the purchaser, if possible. All merchandise is inspected before shipping and acknowledged in a signed document by the freight company or Kingdom trucks that the items have been picked up in good condition. Third party shippers have sole responsibility for any damage, loss or shortages incurred during transit. Purchasers or their receiving warehouses must inspect the items upon arrival and make claims for any damage, loss or shortages directly to the carrier. Purchaser or their receiving warehouse should retain all packing materials of damaged items until the claim is resolved.

No merchandise can be returned to Pizzuto Furniture or Kingdom Mattress without its written consent. Unauthorized returns will be reshipped to the location of origin freight collect. Claims resulting in lawsuits must be filed with the court of competent jurisdiction in the State of Utah, County of Utah.

CUSTOM REQUESTS

Custom quotes such as private label and trucks loads must be reviewed by Pizzuto Furniture for suitability before it is accepted into production. Pizzuto Furniture reserves the right to reject custom requests. Pizzuto Furniture also reserves the right to make changes which relate to product structural integrity without notice.

CUSTOMER'S OWN MATERIALS (COM)

Production will not begin on any item requiring any type of fabric, leather, trim or cords supplied by the purchaser until ALL the materials for the item ordered have arrived, been identified and

inspected. Pizzuto Furniture assume all COM received have been inspected and are ready for use. The purchaser is responsible for ensuring that all materials are identifiable when received. The purchaser takes responsibility for the wear-ability, safety, or fire code validity of the materials supplied by the purchaser. Pizzuto Furniture takes no responsibility for the selection of materials chosen by the customer. Pizzuto Furniture warranties do not extend to customer materials supplied by the purchaser. All fabric defects related claims are the sole responsibility of the Customer and fabric vendor.

DELIVERY

Delivery dates and lead times are estimates only, based on production schedules at the time of the order, and are subject to change. Production cannot begin and lead times cannot be calculated until the acceptance of the order by Pizzuto Furniture and Kingdom Mattress which includes: receipt of the required deposit; receipt of all COM; and confirmation of any changes, modifications or approvals to the original order. Pizzuto Furniture shall not be held responsible for any delays in production, or any costs related to late deliveries. Kingdom Mattress freight is FOB, Ca.

FIRE CODES

Pizzuto Furniture upholstered items meet the requirements of the California Bureau of Home Furnishings Technical Bulletin 117-2013. It is the sole responsibility of the purchaser to specify fire code classifications that meet the jurisdictional agency of the location where the items are to be installed, if other than the code noted above. Pizzuto Furniture makes no representation that the specifications supplied to us by the purchaser meet the applicable requirements. All COM must be correctly manufactured or treated to meet The National Fire Protection Agency (NFPA) Class 1 standards when used in locations or for purposes that require it. COM which fail to meet these standards, void any Pizzuto Furniture warranties, expressed or implied. If additional fire codes are required to be met, they can be done for an additional charge based on the specific code and compliance steps required by the governing body. Please contact your Pizzuto Furniture Customer Service Representative for availability and pricing.

FREIGHT & SHIPPING

Pizzuto Furniture and Kingdom Mattress, whom they represent, will ship furniture items prepaid and billed, via furniture specific carriers that accept shrink-wrapped freight, as a service to the purchaser. After an order is received, Pizzuto Furniture will confirm order via email with delivery and payment instructions. The normal delivery times are 3-14 business days. This time may be extended if the delivery is going to a remote location or part of special production. Once an item has left the facility via common carrier, we can track the shipment, but have no control over the transportation of the goods. Purchasers can select their own carriers. However, Pizzuto Furniture takes no responsibility for tracking other carriers

'shipments or assistance in any freight related claims. Information for carriers, other than those offered by Pizzuto Furniture, must be identified on the purchaser's order including; the carrier's name, address, contact information and phone number. Freight rates are subject to change due to carrier price changes and fuel surcharges. All freight is FOB, Ca. Our prepaid freight is based on cubes or weight, not value. In shipping dock to dock, the carriers will only deliver to a professional receiving/delivery service. All furniture should be unpacked, examined and repacked before delivery to the end user. Pizzuto Furniture is not responsible for furniture that is not properly repacked. If a shipment is returned for any reason, not approved by Pizzuto Furniture or Kingdom Mattress, a 20% re-stocking fee will be applied to your account.

LIMITATION OF LIABILITY

Pizzuto Furniture liability for any claim of any kind, including loss or damage resulting from or in connection with the manufacture, sales, delivery, resale, repair or use of any item covered by or supplied under these terms and conditions of sale shall in no case exceed the price of the item which gives rise to the claim. In the case of a dispute, all matters shall be resolved under the laws of the state of Utah. Any action for breach of this Agreement must be made within one year after the sale.

ORDERS

Email or verbal orders received from the purchaser with all the correct information along with seller's permit information will be acknowledged by Pizzuto Furniture via email or phone call within 48 hours. Pizzuto Furniture reserves the right to reject any order, refund any deposit. It is the responsibility of the purchaser to advise Pizzuto Furniture in writing of any errors or discrepancies in the sales order acknowledgment within five (5) days of the receipt of the acknowledgment by Pizzuto Furniture. Changes to an order are subject to additional charges for materials, labor and other related costs and the order will be held until written confirmation from the purchaser is received. All furniture is subject to minor changes in details from the specifications noted as it applies to hardware, material, finishes and other minor upholstery details.

PAYMENT

Pizzuto Furniture requires a deposit of 50% of the total purchase price for all truck load and Hotel/Dorm package orders. Orders received without a deposit will be held pending the receipt of the deposit payment. All payments must be received from the purchaser as identified in the purchase order. No third party payments will be accepted, unless approved in writing by Pizzuto Furniture. Acceptance of third party payments is an accommodation and does not create any relationship between Pizzuto Furniture and the third party. A service fee of 1.5% per month will be applied to orders that remain unpaid after (30) days of being invoiced. Canceled orders are subject to a cancellation fee. Acknowledged orders canceled prior to entering production are subject to a fee in the amount of 20% of the total

purchase price. Orders canceled thereafter will be subject to a larger cancellation fee determined at the sole discretion of Pizzuto Furniture. The purchaser agrees that the cancellation fees compensate Pizzuto Furniture for the reasonable estimate of losses on the canceled order. Any order not shipped within 10 days of notification of completion is subject to a \$7.50 per day, \$50 minimum, storage fee.

PRICES

Prices are subject to change without notice after an order has been accepted. Pizzuto Furniture reserves the right to change prices based on changes in quantities or total value of previously provided contract quotations, changes in orders from the purchaser and to correct pricing on orders received which contain modifications from the original order. Unless otherwise acknowledged in writing, FOB Ca prices include carton packing, but, do not include freight or delivery, in-transit insurance, storage, service, taxes, receiving or installation. Freight cannot be prepaid by Pizzuto Furniture nor by the purchaser for third party collect payment. All prices are FOB, Ca., unless stated and acknowledged otherwise.

PRODUCTS

Pizzuto Furniture reserves the right to make minor changes in furniture design, dimensions and other materials without prior notice. Pizzuto Furniture products are handcrafted and can have minor variations. All dimensions can have slight variations. Wood finishes can vary from samples and exact matching is not guaranteed. Materials used within the product line are listed in the General Product Information section of this price list and are to be considered the standards used in the manufacturing process.

WARRANTY

Pizzuto Furniture upholstered products are sold with a limited warranty against defects in materials and workmanship from the delivery date and differ from product and packages. Mattress warranties differ and can be requested at any time. Fully upholstered frames carry a limited lifetime warranty. Pizzuto Furniture reserves the right to repair or replace defective merchandise, at its sole discretion. Mattress defects will need to be documented via email or verbally on the phone with Kingdom and or Frank Pizzuto. It is at the sole discretion of Kingdom mattress or Pizzuto Furniture to refund, repair or replace a mattress. In the occurrence of a mattress replacement, the damaged mattress must be wrapped for shipping and sent back via original freight (i.e. Kingdom trucking or common carrier). A replacement will be sent on next order. This limited warranty does not extend to other materials supplied by the purchaser or damage caused by common carrier shipping, accident, abuse, misuse, cleaning, or normal wear and tear. All other warranties express or implied are excluded. All mattresses warranties will be void and null if not sold or used as a complete Kingdom set (i.e. mattress & foundation or box springs)

Warranties will be void and null if mattresses are not properly cared for;

Care

- Rotate your mattress 180 degrees for even wear
- Use a sturdy bed frame, queen/king mattresses need a center support
- Let your new mattress "air" after being removed from plastic wrap
- Use a mattress protector, stains or soil will void your warranty
- When buying a new mattress, do so as a **SET** to ensure proper support
- Don't remove the Law Tag to validate your warranty
- Don't jump on the mattress it will damage the inside system