



[WWW.GIBRALTAR FURNITURE.COM](http://WWW.GIBRALTAR FURNITURE.COM)

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**HASSLE FREE-RETURN POLICY** We have a hassle free, no questions asked 7 day return policy for all stock items that are not custom orders. All purchases from Gibraltar are 100% covered by the Yahoo buyer's protection plan. Every purchase is also protected 100% by Lloyds of London for any fraud issues. Please note that certain manufactures do not accept returned merchandise. Please contact us for a full list of these producers.

**ORDER CANCELATION** Check your order for size, exactness, finish, color choice, fabric selection, and quantity accuracy. Please contact us today and make any necessary changes before your order is finalized. Once an order has been entered in the system it is final within 24 hours. All sale items are final. All special orders are non-cancelable, non-refundable, and non-returnable.

**DELIVERY** We send commercial freight via basic dock to dock or inside delivery. For residential customers we offer curbside service, inside delivery, or white glove service. We can upgrade your delivery and add lift gate service for a small up charge of \$49. A liftgate is a motorized rear ramp that enables the delivery company to take goods off the truck and cart them to your threshold. If you do not select this option you will have to meet the truck and arrange for downloading on your end. We pass on our wholesale shipping rate directly to our customers. Each unit is specially packed, and cushioned to insure that your furniture arrives in perfect shape. This extra service may add a few extra days to your delivery but is well worth it. If your delivery is delayed it is a function of the delivery service and we will do everything in our power to speed the process. Please note if your item is a custom special order. If your order is a custom special leather order item, that is not in stock, plan on an 8-12 week wait for all orders plus ship time.

**FREIGHT DAMAGE** Buyers must make open-package inspection before signing for receiving your goods. After you sign for product via your receiving document, we do not accept returns for the reason of product quality. We are willing to accept return or exchange request within 7 days if items are kept in their original condition, and the round-trip shipping fees are born by buyers. If damage or shortage occurs, promptly refuse acceptance until transportation agent endorses extent of damage or shortage. If external appearance has not indicated damage, but upon opening, contents are found damaged, unpacking should be stopped and an inspector of the delivering carrier should be called immediately. The

inspector should indicate on the delivery receipt the exact condition of the contents. You must file a freight claim immediately within 24 hours. Save all packaging, wrapping, boxes, packing slips, bill of lading, and pro numbers for submission to the freight inspector. A freight inspector will examine such and these are important parts in order to verify your loss. A freight claim does not void the order, nor will it cause delay for on time payment in full for the product shipped. Necessary reorders in the event of severe freight damage will be handled by Gibraltar on a fast track basis. On all orders we will attempt to schedule, with the help of the freight company, the best departure schedule available. However, we cannot be responsible for truck arrivals or mistakes made by the freight company(1) If there is apparent damage or shortage, you (or your drop-ship customer) need to write exceptions on the Delivery Receipt (DR), such as "boxes crushed", or "product sticking through the box", or "holes in box", etc. (2) If you suspect hidden damage, you may take delivery but write down "subject to inspection" next to your signature on the Delivery Receipt. (3) Take close-up and panorama digital images of BOTH the damaged box and product when possible for faster claims processing. (4) retain the packaging so that our inspectors can support your claims. If packaging is missing, your claim may be denied. Receipt of this policy is your acknowledgment that you understand and agree to the above-mentioned terms and conditions.

**RETURNS** Gibraltar Furniture understands that purchasing furniture can be a large investment and we want to make your decision as easy as possible. Please be assured that customer satisfaction is our top priority. If you are not 100% satisfied with your purchase for any reason, you can return or exchange it within 7 days of delivery subject to manufacturer approval. (Note: If your item was defective or damaged, see our damage policy section for instructions). No returns are accepted without prior, written authorization. All custom special made to order items are not returnable. Special items include products that are not in stock that we order expressly for your order. All round trip freight costs and logistics are the sole responsibility of the buyer for all non-damaged items. If free shipping is provided, and customer returns product, customer will be charged round trip freight costs, which will be deducted from your credit total. Product not in original carton cannot be returned for credit. All of our items are examined before we crate them to insure that 100% of the goods are mint in box. We will not send out any item that has any defect, blemish, or damage. Therefore, be advised that any damage that occurs will have happened in transit. Please uncrate and examine all goods upon receipt of your shipment before you sign for such, All merchandise should be fully inspected upon receipt for evidence of damage or shortage before acceptance. A 25% re-stocking fee applies to stock items for any and all returns. All RMA's must be received in 7 days after authorization. Thereafter no returns will be accepted. All sale items are final. Returned items must be new and in unused condition. To return items for an exchange or refund you must contact us via email or phone within 7 business days of receipt of delivery for an RMA (Return Merchandise Authorization). Because we ship items from multiple warehouses across the United States, it is

very important to contact us so we can provide the correct return warehouse address. All returns are subject to round trip shipping charges. Although many of our items are advertised and sold with "Free Shipping" as part of a promotion, or a discounted shipping offer (whether or not the customer was made aware of the shipping discount at the time of purchase) the delivery costs are always incorporated in the final sale price of our items. If your item was purchased under such a "Free Shipping" promotion, the actual shipping costs plus the cost of return shipping will be deducted from any refund. The restocking fee is only waived if there is an exchange for an item of equal or greater value, or store credit. Round trip shipping charges will still apply. Returns are only accepted in their original packaging and in the exact same condition as received. Once an item has been removed from its original packaging and assembled it is no longer eligible for return or refund. Some vendors may be excluded from our return policy. Special order products such as items where fabrics can be selected as well as clearance items which have been discontinued by the manufacturer are non refundable and may not be returned. All measurements and dimensions are provided in item descriptions. Please be sure to measure the area, as well as doorways, hallways and stairwells to ensure the items ordered will fit in your designated area. We will not be responsible for shipping costs on items that are too large for your space. Items damaged in transit will be restored to first quality condition or replaced in accordance with our shipping policy (see below) and are not eligible for refund. Every effort is made to provide high quality, accurate images to assist you in selecting your furniture. However, images may vary in color depending on a number of factors including but not limited to individual computer monitor color settings, photography, lighting and natural variations. Sometimes measurements in furniture size are rounded off and thus may vary slightly from the description. If you require precise dimensions or colors, please contact us by phone or email for further assistance. Please note: Gibraltar Furniture is not responsible for color variations or measurements that are slightly off (three inches or less). All returns will be subject to our return policy and all applicable fees. Please keep in mind that photography, computer monitor settings, wood staining process and fabric dye-lots on each individual piece may cause slight color variations. Therefore the item you receive may not be an exact match to what you see on your computer screen.

**HIDDEN DAMAGE DO NOT ACCEPT RECEIPT OF GOODS IF ANY HIDDEN DAMAGE IS SUSPECTED! WE CANNOT BE HELD RESPONSIBLE FOR HIDDEN DAMAGE AFTER YOU HAVE SIGNED FOR THE RECEIPT OF GOODS.** Gibraltar will not ship any goods to which the shipper has attached any exception. Therefore all Goods on a shipment are shipped in new condition and complete and any claims at the receiving end are strictly between the receiver and the shipper. If a shipment is received damaged you should immediately file a claim with the transportation company. This includes any damages, hidden or otherwise, or any missing parts or hardware during the shipping and delivery process. In the event that Gibraltar pays the freight on an order no additional

liability or responsibility for that order is being assumed by Gibraltar. It is the sole responsibility of the receiver to file any freight claims.

**FREIGHT DAMAGE REPORTS** Reports, and damage claims for all carriers, freight operators, UPS, Fed Ex, and other shipping services is the sole responsibility of the purchaser. Receipt of this policy is your acknowledgment that you understand and agree to the above-mentioned terms and conditions. Contact Gibraltar within 24 hours re any damage. Our acceptance of an order is final and binding, and not subject to cancellation by the customer. If the customer cannot take receipt of goods on acknowledged delivery date, we reserve the right to transfer goods to storage. Cost of the transfer and storage will be charged to the purchasers account, and such transfer shall constitute shipment, including invoicing as of date of transfer and/or storage.

**RETURN CREDITS** Gibraltar will issue a credit to the customer within 7 days after we receive back your goods in the same condition that we sent you including the original box, all parts, all hardware, all packaging, all instructions, and we confirm that the product is resalable. We can only issue a credit for returns. We cannot refund the credit card or issue a check. The credit can be used as payment for any future orders.

**LATE PAYMENT FEES** By placing an order with Gibraltar the purchaser agrees to pay in full all accounts COD. Failure to comply will result in an automatic 2% late fee per month, and forfeiture of open credit. Gibraltar authorized sales representatives are not acting as agents of any factory. They empowered to present and promote the factory sales material and to take orders for its products. Any custom pricing or product verification is valid only if presented in writing by Gibraltar. All prices suggested list, F.O.B. factory, Los Angeles, Freight, crating, handling cartooning, delivery and installation costs are additional to the prices shown.

**REFUSED DELIVERY & PICK UP** Customer is responsible for round trip freight costs and a restocking fee if delivery is attempted repeatedly and then returned to us. Refusal of your delivery does not void the contract between the buyer and seller.

**LEAD TIMES AND DELIVERY SCHEDULES** Gibraltar Furniture is a furniture sales company. We specifically are not a freight company, and not a delivery service. We provide connections to these outside third party vendors and we do not take responsibility for their performances. We include this notice on our website, invoices, and all the e-mails we send. Please note that some products ship to us via container via sea freight. This process sometimes can take longer due to transit, weather conditions, customs, and increased recent security concerns. Plan on 12-14 weeks for all non-stocked items that require sea freight service. Please let us know when you place your order if you wish to pay for additional air freight to speed your delivery. This delivery service is costly but

speedy. Upon request we will be happy to add such. Kindly note that recent post 9/11 customs inspections may result in additional delays due to increased scrutiny by Federal officials holding shipments at the port for examinations. We cannot control any postponements that may result as a function of such as they are beyond our control. We will provide you with delivery tracking information, links, and telephone numbers for contact re your delivery service. All scheduling re this service is let up to you and the freight companies. All deliveries will occur during normal business hours. We do not provide freight forwarding services.

RETURN AUTHORIZATION Return of furniture will not be accepted without our written authorization and shipping instructions. Unauthorized returns will be returned freight collect. All returns of non damaged product are the sole responsibility of the purchaser. Customer is responsible for all freight costs re replacements for additional shipments for warranty issues that are covered under any agreements.

SHIPPING SERVICES. WE OFFER DOCK TO DOCK, INSIDE, AND WHITE GLOVE DELIVERY SERVICES \*\* MOST OF OUR LARGE FURNITURE PRODUCTS CANNOT BE DELIVERED WITH "SMALL PACKAGE" SHIPPING COMPANIES, SUCH AS UPS OR FEDEX GROUND. IN MOST CASES, WE NEED TO USE "FREIGHT" COMPANIES. WE OFFER THREE TYPES OF FREIGHT SERVICE. YOU MUST SELECT WHICH DELIVERY SERVICE YOU PREFER BEFORE YOUR SHIPMENT LEAVES OUR DOCK. IT CANNOT BE CHANGED WHILE THE ORDER IS ENROUTE

1. "STANDARD CURBSIDE DROP-OFF" (1 MAN DELIVERY), THIS CURBSIDE AND/OR DOCK TO DOCK SERVICE IS FAST, AND AFFORDABLE. THIS IS OUR STANDARD MODE OF DELIVERY. MOST CUSTOMERS PREFER THIS METHOD. WE GENERALLY USE UPS, FEDEX FREIGHT, CONWAY, AND YELLOW FREIGHT FOR OUR DELIVERY SERVICE. WE ALSO USE ECHO GLOBAL AND MANNA TO SELECTED SITES. PLEASE BE PREPARED TO TAKE POSSESSION OF YOUR FURNITURE ORDER FROM THE TRUCK DIRECTLY. WE CAN ALSO ADD A LIFT GATE UPGRADE FOR A SMALL UPCHARGE TO ASSIST YOU. A LIFTGATE IS A MOTORIZED REAR DROP DOWN MECHANISM THAT BRINGS GOODS TO STREET LEVEL. FREIGHT COMPANIES CHARGE EXTRA FOR THIS ADDITIONAL SERVICE WHICH IS \$49. PLEASE ADVISE IF YOU WANT TO UPGRADE RE SUCH. THE DRIVER WILL NOT TAKE THE SHIPMENT INSIDE, CARRY IT UPSTAIRS, OR ASSEMBLE THE MERCHANDISE. THE COST FOR THIS SERVICE IS LISTED FOR ALL PRODUCTS UNDER SHIPPING AS CURBSIDE.

(2) "INSIDE DELIVERY" (1-2 MAN DELIVERY) THE DELIVERY COMPANY WILL TAKE YOUR ORDER INTO YOUR LOCATION AND CARRY YOUR GOODS INSIDE YOUR PLACE TO YOUR ENTRYWAY. NO ASSEMBLY AND NO TRASH REMOVAL SERVICES ARE INCLUDED. EXTRA CHARGES WILL APPLY FOR STAIRS. THE COST FOR THIS UPGRADE WILL RANGE

DEPENDING ON YOUR LOCATION AND YOUR JOB REQUIRMENTS. THIS IS IN ADDITION TO THE STANDARD CURBSIDE DROPP-OFF RATE. SOME FREIGHT COMPANIES DO NOT SUPPORT THIS OPTION IN CERTAIN CITIES.

(3) "WHITE GLOVE" (TWO MAN TEAM); THIS PREMIUM COSTS MORE BASED ON THE ADDED FEATURES AND ADDITIONAL SERVICES. WE WILL SET UP A SPECIALIZED DELIVERY TEAM TO INSURE A NO HASSLE FULL SERVICE JOB. THEY WILL DELIVER INSIDE YOUR LOCATION, UNPACK AND REMOVE PACKAGING MATERIALS. UP TO 2 FLIGHTS OF STAIRS ARE INCLUDED. UP TO 15 MINUTES OF ASSEMBLY ASSISTANCE IS INCLUDED THIS IS A POPULAR SERVICE OPTION. THE COST FOR THIS UPGRADE WILL RANGE DEPENDING ON YOUR LOCATION AND YOUR JOB REQUIRMENTS. THIS IS IN ADDITION TO THE STANDARD CURBSIDE DROPP-OFF RATE. WHITE GLOVE DELIVERY INCLUDES UPGRADED INSURANCE AND IS WELL WORTH THE EXTRA INVESTMENT. SOME FREIGHT COMPANIES DO NOT SUPPORT THIS OPTION IN CERTAIN CITIES.

PRODUCT MODIFCATIONS Manufactures are continuing improving products, designs, and materials. Therefore we are not responsible for any changes that occur as a result of such. Product specs may be updated at any time by the manufacture without our knowledge. We make every attempt to update our images and specs to indicate such. However we cannot take responsibility for these changes as a function of this fact.

LAW LABELS: Gibraltar Furniture does not manufacture, produce, import, label, distribute, or fabricate any of the items that we offer for sale at our store, or on our site. Please contact us for the names, contacts, and phone numbers re any of our suppliers and will be happy to provide you with resources to identify the manufacturer, their location, and the filling materials that were used during the making of the product. Certification is made by each respective manufacturer re verification that the materials in each article are described in accordance with law. Please contact us re each respective manufacture re any missing law labels and we will provide you with the same resources digitally. We will not alter, delete, destroy or fabricate any law labels.

In addition to a law label, please contact us re each respective manufacturer re any questions and/or missing flammability labels, which must be attached to upholstered furniture products to describe which flammability standard it meets. Products meeting Technical Bulletin 117-2013 must also have the flammability chemical statement on the label. The flammability chemical statement describes whether articles used to make the product contains flame retardant chemicals. Please contact us re each respective manufacture re any missing flammability labels and we will provide you with the same resources digitally. We will not alter, delete, destroy or fabricate any flammability labels.

**LEATHER COLORS** Please note that our on line digital leather swatches are indicators. Color variations are a natural development due to the physical quality of the leather, dye process, and manufacturing process. Colors can vary from the swatches based on this fact. This is an organic result and Gibraltar cannot be held responsible for such. In addition, every computer monitor has different set ups re hue, saturation, and color temperature. Consequently different computers monitors will display different results re digital color swatch representation. Gibraltar cannot be held responsible for such.

**IMAGES** Please note that our on line images sample photos and not actual product images. Manufactures are continuing improving products, designs, and materials. Therefore we are not responsible for any changes that occur as a result of such. Product specs, dimensions, and materials may be updated at any time by the manufacture without our knowledge. We make every attempt to update our images and specs to indicate such. However we cannot take responsibility for these changes as a function of this fact.

**BUYERS REMORSE** Gibraltar Furniture asks that you check your order carefully on each and every estimate, sales order, and invoice that we send you. Gibraltar Furniture asks that the customer do as follows on each and every estimate, sales order, and invoice in writing.

- A. Kindly check the attached to make sure the size, color, model, dimensions, and quantities are per your requests.
- B. Kindly indicate if you need any additional resources so that we can assist you.
- C. Gibraltar Furniture can also provide you with additional images upon request.
- D. Advise us re errors that you may notice. Please confirm that your ship to, bill to, and telephone delivery contact info is correct today.

Thereafter all orders are final. Therefore Gibraltar Furniture cannot accept Buyer's Remorse or Change of heart reasons as an acceptable issues based on these facts.

**SPECIAL OFFERS** Special offers like free shipping, discount coupons, and other promotions cannot be combined

**LIMITATION OF LIABILITY.**

IN NO EVENT WILL GIBRALTAR FURNITURE OR ITS SUPPLIERS BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT OR OUT OF THE USE OF THE SITE OR FOR SERVICES PROVIDED BY GIBRALTAR FURNITURE, INCLUDING, WITHOUT LIMITATION, DAMAGES OR COSTS RELATING TO THE LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, COMPUTER PROGRAMS, LOSS

OF INFORMATION OR PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM) THAT ARISE OUT OF OR OTHERWISE ARE RELATED TO THE USE OF, OR THE INABILITY TO USE, THE CONTENT OR THE SITE OR ANY LINKED WEBSITE, THE STATEMENTS OF ANY THIRD PARTY ON THE SITE, OR UNAUTHORIZED ACCESS TO THE SITE, YOUR TRANSMISSIONS, YOUR ACCOUNT OR YOUR PASSWORD, EVEN IF GIBRALTAR FURNITURE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY SIMILAR CLAIM AGAINST YOU BY ANOTHER PARTY. THE ABOVE EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES MAY NOT BE ENFORCEABLE UNDER SOME APPLICABLE LAWS, SO SUCH EXCLUSION MAY NOT APPLY TO YOU. IN NO CASE SHALL GIBRALTAR FURNITURE'S LIABILITY FOR MONEY DAMAGES EXCEED THE GIBRALTAR FURNITURE INVOICE AMOUNT PAID BY YOU FOR THE PRODUCT.

FORCE MAJEURE Gibraltar Furniture will not be liable for any failure or delay in performance which might be due, in whole or in part, directly or indirectly, to any contingency, delay, failure, or cause of, any nature beyond its reasonable control. Such causes include, without in any way limiting the generality of the foregoing, fire, explosion, earthquake, storm, flood or other weather, unavailability of necessary utilities or raw materials, strike, lockout, unavailability of components, activities of a combination of workmen or other labor difficulties, war, insurrection, riot, act of God or the public enemy, law, act, order, export control regulation, proclamation, decree, regulation, ordinance, or instructions of any Government or other public authorities, or judgment or decree of a court of competent jurisdiction.

**Governing Law and Designation of Forum.** (a) The laws of the State of California (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, validity, performance (including the details of performance), and enforcement.

(b) A party bringing a legal action or proceeding against the other party arising out of or relating to this agreement or the transactions it contemplates must bring the legal action or proceeding in any court of the State of California sitting in Los Angeles County. Each party to this agreement consents to the exclusive jurisdiction of the courts of the State of California sitting in Los Angeles County and its appellate courts, for the purpose of all legal actions and proceedings arising out of or relating to this agreement or the transactions it contemplates.

**Assignment; Delegation.** The Buyer may not assign any of its rights under this agreement or delegate any performance under this agreement, except with the prior written consent of the Seller. Any purported assignment of rights or delegation of performance in violation of this section is void.

**Recovery of Expenses.** In any adversarial proceedings between the parties arising out of this agreement or the transactions it contemplates, the prevailing party will be entitled to recover from the other party, in addition to any other relief awarded, all expenses that the prevailing party incurs, including legal fees and expenses.



**Entire Agreement.** This agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

**Amendments.** No amendment to this agreement will be effective unless it is in writing and signed by both parties.

**Effectiveness; Date.** This agreement will become effective when the buyers signs it. The date this agreement will be deemed the date of this agreement.

**Counterparts; Electronic Signatures.** This agreement may be signed in one or more counterparts, which together will form a single agreement. This agreement may be signed electronically.