



WWW.GIBRALTAR FURNITURE.COM

9976 WESTWANDA DRIVE

BEVERLY HILLS, CA 90210

T 800 416-3635

T 310 276-8889

F 310 276-1183

sales@gibraltarfurniture.com

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. 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 re-orders 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 your 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.

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. Gibraltar is responsible for all material and fabrications costs for warranty issues that are covered under any agreements.

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 (3) 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.

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.

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NON US FREIGHT

Non US customs, taxes, duties, inspections, entry fee, duty fee, brokers fees, document fees, courier fees, bond fee etc are customers sole responsibility. Gibraltar Furniture is required by law to mark all international packages as merchandise and to list the actual contents on customs forms. We are not responsible for any associated taxes, duties, customs fees that are charged by customs. Upon arrival of your order, a designated customs broker will contact you to clear any duties and fees for the shipment to be delivered. This service can be performed by Fedex. Buyer might be asked to go to local customs house for shipment clearance. Any package that is refused, rejected, or returned for failure of delivery is the customers sole responsibility. Gibraltar Furniture reserves the right to charge all related inbound and outbound shipping costs and fees. 20% restocking fee applies if the item returns undamaged in new condition. All duties, taxes, fees, customs broker charges are customers. All r/t freight charges are customers responsibility. Gibraltar is not responsible for any freight damages occurred in transit. Customer must contact the shipper service and file a claim with the freight company.

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 as an acceptable issue based on these facts.

SPECIAL OFFERS

Special offers like free shipping, discount coupons, and other promotions cannot be combined.