

# **Terms & Conditions**

### **Orders & Cancellations**

All orders, order changes or cancellations must be placed in writing by fax or e-mailed to orders@bfm1.com. Special orders require a 50% deposit. Canceled orders that have been assembled are subject to a minimum 25% restocking charge plus any material and labor charges not covered by the minimum restock charge. Customers are responsible for any and all costs expended by BFM for changes or cancellations including but not limited to special upholstery, production and labor costs. Custom upholstered/manufactured items such as but not limited to umbrellas, sofa cushions/pillows & seats cannot be canceled once production has started.

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Credit terms are established on an individual basis. Special orders require a 50% deposit. Product not picked up or shipped within 30 days needs to be paid for in full to continue to be held for an additional 30 days. Product held beyond 60 days will incur a 1.5% storage charge per month beginning on the 61st day.

#### Returns

Merchandise cannot be returned without a written return authorization. Approved returns are subject to a minimum 25% restocking charge. Freight out and return freight will be the customer's responsibility. Return will be approved upon inspection. If you wish to return your product, simply call 215-289-5411 or email us at returns@bfm1.com for a return authorization number (RA). All returns must be in the original condition and packaging. All returns will be subject to a twenty-five percent restocking fee. BFM reserves the right if item is damaged or defective to replace applicable part(s) in lieu of replacing a complete item.

Please Note: Any product ordered that has been custom built or manufactured; umbrellas, sofa cushions/pillows, custom upholstered seats are not returnable.

#### Freight & Freight Claims

BFM will ship by our carrier unless instructed otherwise on purchase order. All shipments are FOB our Philadelphia warehouse. PO must specify Prepaid & Add, Third Party or Freight Collect. BFM reserves the right to ship items FOB factory as circumstances may dictate. When the freight leaves our facility it is signed for in good order by the freight carrier. At this point the freight is no longer ours. It is the responsibility of the consignee to inspect the goods upon arrival. In the event there is not time to open cartons and inspect all items, the bill of lading should be signed subject to inspection. If any damage is found, it is the responsibility of the consignee to report the damage to the freight carrier and BFM Seating within 24 hours of receiving shipment. BFM will not be held responsible for carrier delays in delivery or any other circumstances beyond BFM's control.

#### **Product Care**

Product should be inspected on a regular basis for loose screws, glides, cracked or broken welds, cracked laminate, or any other irregularities.

Synthetic Teak: Wash with mild soap and warm water. Metal: Use a damp cloth. For grease and other stains use a combination of mild soap and water and wash thoroughly. Wood: Coat with hard paste wax every few months for the first year and then as needed thereafter. Liquid spills should be cleaned up immediately. A liquid wood cleaner/wax product should be used for general cleaning. Do not use any solvents, abrasive or other harsh cleaners.

Upholstery: Vinyls may be cleaned with mild soap and water or vinyl cleaner (do not use any ammonia or chlorine products). For fabric upholstery verify cleaning procedure with manufacturer of the fabric or check with us. Laminated Table Tops: Use mild soap and water (do not use any

## Warranty

ammonia or chlorine products).

The furniture in this catalog carries the following 1 year limited warranty against defects in construction to the original end user purchaser. Warranty is void if product is not maintained, altered in any fashion, mistreated or misused.

Extent of warranty is to cover workmanship and material of frames and does not cover upholstery, umbrellas or other materials. Other materials are governed by manufacturer's warranty. Warranty does not cover normal wear & tear.

This limited warranty is in lieu of all other warranties express or implied and BFM Seating expressly disclaims any implied warranties of merchantability or fitness for particular purpose. In no instance shall BFM Seating's liability under warranty exceed the value of the warranted item or items. Warranty as expressed does not include replacement freights or installation/removal. All warranty claims are subject to the following:

- Consumer properly assembling KD items
- Product is subject to normal use. Indoor furniture may not be subject to outdoor use or extremes in temperature & humidity. Outdoor furniture may not be subject to winter weather elements or excessive weather elements of any type.
- Umbrellas should not be subject to excessive wind or used in unsafe conditions in open or closed position.
- For any reason if any product is to be returned, a return authorization must be obtained before returning. Any product returned without a return authorization will be refused and all shipping costs will be the responsibility of the shipping party.

We reserve the right to update or discontinue products without notice.

If the buyer is concerned about exact color, texture, or stain, we strongly encourage you to request a sample swatch by contacting us. Colors may vary from what catalog or website image. We are not responsible for discrepancies in color, texture, or stain if a sample swatch is not requested.