

PRICES

Published furniture prices are FOB the Transformations factory. Prices do not include the following, which are the customer's responsibility:

1. Shipping charges
2. Charges for cartoning, packaging, and crating
3. Storage or insurance claims
4. Sales and other taxes
5. Local delivery, uncrating, and installation

Prices on Order Confirmations are net. Transformations reserves the right to change prices prior to order confirmation without notice.

DISTRIBUTION

Distribution of our price list, catalog or other Transformations literature does not, in itself, constitute an offer to sell. Transformations reserves the right to sell only through dealers that have been authorized by Transformations to distribute their products.

CONFIRMATION

Orders are not binding on Transformations until order confirmation is delivered. The order confirmation, and these Terms & Conditions, are the final expression of the agreement between the customer and Transformations, and supersede all prior oral and written statements regarding the order. The confirmation can be modified only by a written communication or reconfirmation signed by Transformations. Any proposal for additional or different terms, or any attempt by the buyer to vary in any degree any of the terms in buyer's acceptance is hereby objected to and rejected.

CANCELLATIONS

If an order is cancelled after production has started, the following items cannot be returned or credited: the Customer's Own Material (COM), any fabric that has been cut and wood parts with a custom finish applied. A cancellation or restocking charge of 1/3 the total amount of the order is applicable on orders cancelled.

CHANGE ORDERS

Transformations will accept reasonable change orders with the following conditions:

1. The request for change must be submitted in writing and received before parts have begun the manufacturing process and fabrics have been cut.
2. Changes may be subject to additional charges for material, labor, and administrative costs.
3. Changes may result in an extended delivery date.

CUSTOMER'S OWN MATERIAL (COM)

Transformations reserves the right of preliminary approval for all COM prior to order acceptance. Even after such preliminary approval, Transformations reserves the right to reject COM, if, upon physical inspection of the COM, it proves unacceptable for use on Transformations products. When COM is accepted, or when any of the various fabrics presented in the Transformations fabric offering are used, Transformations assumes no responsibility for its appearance, durability, color fastness, or any other quality after it is upholstered on a Transformations product.

At Transformations' discretion, additional yardage, labor charges, or handling surcharges may be required as a condition of COM acceptance. COM delivered to the Transformations factory without proper identification can be refused, and Transformations shall have no responsibility for loss or any other claims.

Please send a sample of the COM to Transformations for approval and yardage estimate prior to placing an order. The sample should be large enough to indicate a repeat if applicable. All printed yardages listed in the price book are based on plain 54 inch wide fabrics.

Please contact the Transformations factory on all COM fabrics. COM less than 54 inches wide, or patterned COM, requires additional yardage. If a fabric is directional, it will be applied vertically unless specific instructions are given to the contrary. If a horizontal application is desired, please inform Transformations as additional yardage or special production techniques may be required.

On orders specifying COM, please make sure that Transformations has the following information:

1. A representative sample of the COM attached to the order.
2. Application instructions, if appropriate.
3. A copy of the COM purchase order or written information which identifies:
 - a. COM purchase order number
 - b. Your organization's name
 - c. COM supplier's name and address
 - d. Pattern number & color name
 - e. Your account number with the COM supplier

DAMAGE CLAIMS

Unless products are shipped via Transformations vehicles, Transformations is not responsible for damage in shipment. Customers should carefully inspect all items at time of delivery and note any obvious damage on the delivery receipt. For the customer's protection, such obvious or subsequently discovered concealed damage must be reported in writing to the carrier in accordance with applicable regulations and time limits. Transformations does not assume any responsibility for damage that occurs during storage unless storage is at a Transformations facility and the title remains with Transformations.

FREIGHT QUOTES

Upon request, Transformations will quote freight costs. Such quotes are only applicable to the exact product and quantities quoted on and are good for up to six months. Transformations assumes no responsibility for differences in actual freight costs that may occur if changes are made on the product type or quantities from the original quote. Any changes in product type or quantity void the freight quote and a new quote must be given. Transformations' responsibility ceases when the shipment is accepted for transportation by the carrier. You must file claims, for loss or damage, with the delivering carrier as soon as possible after receipt of merchandise.

WARRANTY

Transformations warrants all of its products against defects in materials and workmanship and against structural damage incurred through normal use for 35 years (for the Signature Series) and for 15 years (for the Foundations Series) for the original purchaser with the following exceptions:

1. Sleeper Mechanisms – 3 years
2. Innerspring Sleeper Mattress – 0 years

This warranty covers the structure of the furniture in its entirety. This warranty also covers the foam against defects in its manufacture and composition, and against sagging (not maintaining its original shape). Under this warranty, Transformations will, at its option, either replace or repair furniture returned to it or will supply the customer with replacement parts. All freight charges for returns or replacements will be paid by Transformations during the warranty period. Fabrics, finishes, COM – and all items beyond Transformations control – are not covered by this warranty.

All other express or implied warranties, made by any sales representative, or agent, or other representative, including any warranty of merchandisability or fitness for a particular use, are hereby excluded. Transformations' sole obligation shall be to repair or replace any product covered under this warranty, which proves defective during the warranty period. In no event shall Transformations be liable for any consequential or incidental damages, including lost profits, incurred by buyer with respect to any goods or services furnished by Transformations.

TRANSFORMATIONS OTHER CLAIMS

All claims against Transformations other than valid warranty claims, including claims for shortages and errors, must be made in writing within 10 days after delivery. The facts on which the claim is based must be directed in writing to the Transformations factory. Failure to make any such claim against Transformations within such 10-day period shall constitute acceptance of the merchandise and waiver of any such shortages, errors, or other claims. The cost of field repairs or adjustments, performed by any non-company personnel, will not be reimbursed unless previously authorized in writing by Transformations.

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SHIPPING

Unless otherwise arranged, all of Transformations' shipments are made on a dock-to-dock basis (sidewalk delivery). Unless otherwise specified, Transformations will determine the best method of shipment. All weights and dimensions provided in Transformations literature are approximate.

STORAGE

If merchandise is ready for shipment according to the terms of the confirmation and the purchaser cannot receive it when it is ready, the merchandise may be shipped to storage facilities, or put in storage at one of Transformations' facilities at the customer's expense. These charges can, at Transformations' option, be added to the invoice.

TERMS OF PAYMENT

Payment terms are net 30 days. Payment in full is expected 30 days after the invoice date. The credit department must approve payment terms other than 30 days before the order is accepted. A service charge of 1.5% per month will be assessed on the unpaid balance of all past-due accounts.

Credit will be established based upon Transformations' determination of credit worthiness. Credit must be approved before the order is accepted. Transformations may cancel or change credit terms at its discretion, and may request advance payment with the order. Complete credit terms are included in the company's credit application.

PRODUCT DESIGN

Transformations reserves the right to make changes in design and construction or discontinue products without prior notice.

DIMENSIONS AND WEIGHTS

The dimensions and weights used throughout all of Transformations' materials are approximate. If you are working on a specification which calls for close tolerances, please call the Transformations factory for the precise measurements.

PRODUCTION SCHEDULING

Orders with COM are not scheduled into production until all materials are received and inspected. If partial entry is required, indicate on purchase order, or forward orders with standard products and COM products on separate purchase orders.

In order to avoid delays in scheduling and production, be sure your order has the correct:

- Product numbers
- Fabric specification
- Delivery routing
- Prepaid or collect freight
- Instructions
- Requested Delivery date

RETURNS

No merchandise may be returned to Transformations without Transformations' consent, and any returns must be in accordance with Transformations' shipping instructions. Returns for reasons other than valid warranty claims will be subject to shipment and handling charges, and must be made FOB Transformations' designated destination. In addition, substantial restoration and restocking charges may be applicable.

FIRE CODES

All Transformations products are comprised of materials that will individually or collectively meet the requirements of California Technical Bulletin 117. The foam manufacturer certifies all polyurethane foams that are used by Transformations in the construction of upholstered furniture to meet the requirements of California Technical Bulletin 117.

If your fire-retardancy needs are different than Transformations' standard, please contact your Transformations representative.

Many Transformations products can also meet California Technical Bulletin 133. The charge for doing so is an additional \$90 list per yard of fabric for each item.

Additional yardages may be required for California 133 treatments. Please contact the factory for additional yardage requirements.