



**WHOLESALE FURNITURE COLLECTIONS**

**PURCHASE AGREEMENT**

## **TERMS AND CONDITIONS**

By purchasing products from Wholesale Furniture Collections by phone, electronic, verbal, written or other form of order confirmation, you, the customer, agrees to become bound by the terms and conditions of this agreement. This Agreement shall govern and control your use of this website and any and all current or future orders and/or purchases that you may make. If these terms and conditions are considered an offer by Wholesale Furniture Collections, acceptance is expressly conditioned upon your assent to all of the terms and conditions of this Agreement without modification. The Customer hereby accepts and agrees to be bound by the following terms:

### **1. Accuracy**

While Wholesale Furniture Collections uses reasonable efforts to include accurate and up-to-date information in its Website, Wholesale Furniture Collections makes no warranties or representations as to the accuracy of the information. Wholesale Furniture Collections assumes no liability or responsibility for any errors or omissions in the content of its Website. If a product is quoted by a Wholesale Furniture Collections associate at an incorrect price, Wholesale Furniture Collections shall have the right to refuse or cancel any Order. If your Order is canceled by Wholesale Furniture Collections, we shall issue a credit to your credit card in the full amount of your deposit.

### **2. Products**

All products are subject to availability. Due to the character of various products, all dimensions are approximate. Actual leather, fabric, and wood stains colors may vary from what you see in your computer. Product information, availability, prices, and/or specifications are subject to change without notice.

### **3. Order Acceptance**

Verbal authorization for us to charge your credit card constitutes the immediate acceptance of this Order by the Customer, and the Customer hereinafter agrees to be bound by the terms and conditions of this Agreement. The Customer cannot cancel order. Wholesale Furniture Collections will e-mail or fax you an Order Confirmation within 48 hours of your purchase. If we do not hear from you within 24 hours of receiving the information from us, the Order will be deemed correct and will be ordered as written. A credit card used for the Customer's deposit and subsequent payment in full for their Order cannot be stopped or credited back to the Customer without the written consent of Wholesale Furniture Collections.

### **4. Shipping, Handling, and Delivery**

Insurance is included in all shipping. We can ship items to the 48 contiguous states in the USA, known as the Continental USA. Someone from the delivery company will contact you in order to set up a delivery date. The Customer agrees to pay an additional fee of \$10 per day on any Order held over 30 days after receipt by our delivery company. The Customer agrees to pay an additional fee if the delivery company attempts to deliver your Order and the Customer is not home at the time of delivery. The delivery people can usually repair any minor nicks or scratches on furniture. When you receive your Order, inspect your furniture for damage or defects. If any pieces are damaged, it must be noted on the delivery slip while the delivery driver is still at the place of delivery. Please keep any and all acceptable furniture upon delivery. You may only return anything that is broken. If any items are returned, they will be either repaired or replaced at the sole discretion of Wholesale Furniture Collections and the delivery company. Wholesale Furniture Collections is relieved of all liabilities and warranties once the Customer accepts the furniture. Items that have distressing or know holes cannot be returned. These items carry the natural characteristics of the wood and it is the way in which most manufacturers finish their products. Wood products do vary in grain. Customer may not refuse or return any products due to such variation in grain or color. By signing the delivery slip free and clear and not noting any damage, any damage reported later is the Customer's responsibility and not that of Wholesale Furniture Collections and/or the delivery company/

Any promises made about delivery times are and estimated and not guaranteed. Wholesale Furniture Collections cannot be held responsible for any delays in delivery of your furniture for any reason. Shipping times will vary per manufacturer.



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**5. Sales Taxes**

Florida sales tax will be added to all items delivered to addresses in the state of Florida. Sales tax will not be collected for Orders delivered to other states. Customers are responsible for complying with the applicable laws in the state in which they live in regarding the payment of any sales and/or use tax on goods ordered to any state other than Florida.

**6. Payment**

A 50% deposit of the purchase price is required at the time of purchase. Your order will not be processed until we receive your deposit. The remaining balance is due once we find out that a delivery can or has been scheduled with you. Your Order will not be released for delivery until it is paid in full.

**7. Cancellations & Return Policy**

This Agreement between you and Wholesale Furniture Collections concerning the purchased products may not be revoked or canceled by you. All sales are final with no refunds. Wholesale Furniture Collections may, in its sole discretion, permit you to cancel your Order provided it has not already been shipped from the manufacturer.

**8. Customer Responsibilities**

Wholesale Furniture Collections is not responsible for any inaccurate items or model numbers being provided by the Customer. The Customer acknowledges that they have seen or inspected the type, manufacturer, quality of manufacturer and style of furniture they are purchasing from Wholesale Furniture Collections. Wholesale Furniture Collections does not guarantee or warranty the type, color or style of the furniture the Customer chooses. Wholesale Furniture Collections is not aware of the accuracy and level of the Customer's floors in their home, so consequently it is the Customer's responsibility to level all products from their Order once they receive the, including cabinets, dressers, armoires, wall units, etc., that may create uneven doors or other items that may be out of alignment due to improper leveling. Wholesale Furniture Collections is not aware of the size of Customer's home, doors or hallways; consequently it is the Customer's responsibility to make sure items will fit in their home at the time of purchase. The Customer is responsible to note the size and dimensions of the furniture to insure that it will fit; not only in the designated space, but also that it will go through hallways, doorways, stairwells, etc. If the delivery to the designated room involves potential damage to your home or to the furniture, the delivery will be made to another area in the home as designated by the Customer. If furniture is left in an area at a Customer's home because of such a situation, it will be the Customer's cost and responsibility to hire a professional moving company, or a furniture repairman to disassemble the furniture to affect the delivery. On any warranty or repair requests, the Customer must e-mail or mail pictures to Wholesale Furniture Collections clearly showing the nature of the defect.

**9. Content, Copyright, Trademark and Applicable Law**

The Website ([www.wholehomefurniturecollections.com](http://www.wholehomefurniturecollections.com)) is created and controlled by Wholesale Furniture Collections in the state of Florida, USA. As such, the laws of the state of Florida will govern these disclaimers, terms and conditions without giving effects to any principles of conflict of laws, and the venue of any action shall only be in Broward County, Florida, USA.

Customer Name \_\_\_\_\_

Invoice Number \_\_\_\_\_

Form of Payment  Visa  MasterCard  American Express  Discover  Check

Last 4 Digits of Credit Card \_\_\_\_\_

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

\* Please sign this form and return bottom copy to Wholesale Furniture Collections in the pre-stamped envelope.

**Thank you for your business!**