

## **TERMS & CONDITIONS**

### **INVOICE AGREEMENT -**

It is understood and agreed that all merchandise on this invoice is the property of AICO, until fully paid for. Customer agrees to pay for the balance due at time of delivery unless other payment arrangements are made. We will be entitled to recover any costs incurred in enforcing collection of this invoice, including but not limited to reasonable attorney and/or court fees. It is understood that the customer understands and agrees with all the terms.

### **PRICES -**

All prices are subject to change without notice. The prices are effective with the date on the current price list, or your sales rep will inform you of the effective date.

### **TERMS -**

Net 30-Day terms from date of shipment are available by our factoring company on approved credit. It is necessary for any account requesting terms to provide our factor with all necessary information requested in order to approve and expedite pending orders. Accounts not approved by our factor will be established as "CBD" Cash Before Delivery, with the exception of accounts pre-approved with COD terms. COD terms are available only in California, and Nevada.

If a check is returned due to NSF "Non Sufficient Funds", AICO will charge a \$35.00 fee per occurrence.

### **REFUSALS AND CANCELLATIONS -**

If merchandise is refused or cancelled at the time of delivery or during transit, you will be held fully responsible for ALL freight charges incurred outbound and inbound as well as a 15% restocking fee. Cancellations will only be accepted 24 hours in advance of scheduled shipment.

### **FREIGHT DAMAGE/SHORTAGE CLAIMS**

AICO will NOT be responsible for shortages unless noted on the bill of lading. Any claims for freight damages during transit must be reported and filed directly with the freight carrier, if Freight is prepaid by AICO, please file all claims directly with AICO.

### **LOSS/DAMAGES**

Customer specifically agrees that AICO shall not be liable for any loss and/or damage due to the acts, negligence or failure to act, by parties other than AICO, and in no event shall the liability of AICO be in excess of the cost of and/or damage to the merchandise supplied by AICO. AICO shall in no event be liable for consequential damages, punitive damages and/or special damages." IMPORTANT! MAKE ALL NECESSARY NOTES ON ALL COPIES OF THE BILL OF LADING AND HAVE DRIVER SIGN.

### **RETURNS / EXCHANGES -**

All claims for defective merchandise MUST be immediately reported to our customer service department within seventy-two (72) hours of receipt of goods. At which time a "return authorization number" (R#) will be issued. All merchandise must be kept in its original box and packaging in order to be returned. **WE WILL NOT** accept or honor arbitrary charge backs, claims, deductions or returns without our prior knowledge and written approval by AICO. AICO reserves the right to either repair or exchange any defective piece of furniture. We will not be responsible for pieces that are damaged due to mishandling or carelessness.

### **WARRANTY -**

AICO warrants its merchandise against defects in material and workmanship of up to one (1) year from the date of delivery from the store to the consumer. The warranty to the store for any and all "Floor Samples" will be one (1) year from date of delivery to the store. Any furniture sold "As Is" or discounted floor sample sales will carry no consumer warranty.