

Terms and Conditions of the Furniture Sales Order Agreement

1) DEPOSITS, PAYMENTS, CANCELLATIONS AND REFUND POLICY: Thomasville Home Furnishings of NJ d/b/a Thomasville Home Furnishings of East Hanover (from now on "Home Furnishings") requires a forty-five (45%) percent deposit of the entire purchase at the time the merchandise order is placed. In addition to the credit cards indicated on the Furniture Sales Order Agreement (from now on "Agreement"), Home Furnishings accepts personal checks, bank cashier checks or cash for payment of deposits and any balance. These types of payments must be tendered in person at any of our Home Furnishings stores, in the State of New Jersey, which are conveniently located at 275 East Route 4, Paramus, New Jersey 07652; 92B Route 10 West, East Hanover, New Jersey 07936; 453 Green Street, Woodbridge, New Jersey 07095; Route 35 at 36 Monmouth Shopping Mall, Eatontown, New Jersey 07724; and 3506 Route 1 North at Meadow Road, Princeton, New Jersey 08540.

Home Furnishings reserves the right to accept or reject payment of the initial deposit on any credit card and for payment of your remaining balance of any order. If you are accepting financing through the promotional, "Thomasville" credit card program, you will be required by Home Furnishings, to place the entire order for merchandise on this "Thomasville" credit card at the time of execution of this Agreement.

If you are placing a telephone order for the purchase of merchandise you will be required to execute an Agreement. Your order will not be processed until Home Furnishings receives a fully executed Agreement, together with payment and authorization, as indicated on the Agreement.

Your order may be canceled, in writing, within seventy-two (72) hours of placing the initial order for a full refund. After the seventy-two (72) hour period, and prior to scheduled delivery, if any merchandise order is cancelled by the purchaser, Home Furnishings reserves the right to assess the purchaser a cost reimbursement fee of forty-five (45%) percent of the entire purchase price for those items cancelled. This cost reimbursement fee, applies to, and also includes, "special order" merchandise.

Home Furnishings does not issue cash refunds. If you are utilizing a Thomasville "Gift Card" at the time of the purchase, you must apply the monetary amount contained on the "Gift Card" towards in-store purchases for merchandise. Home Furnishings does not provide cash refunds for balances remaining on the Thomasville "Gift Card". Refunds of deposits made by credit card will be credited to the same credit card. Refunds of deposits made by cash or check will be credited by check, mailed from Home Furnishings' corporate office, within two (2) weeks of the written notification of the cancellation. Refunds will be sent to the permanent address indicated and acknowledged on the Agreement.

Prior to notification of delivery, you will be contacted to confirm your balance and payment method as indicated on the Furniture Sales Order Agreement. You will also be required to tender payment of the remaining balance at that time.

THERE SHALL BE NO REFUNDS OR WARRANTIES PROVIDED ON MERCHANDISE IDENTIFIED AND/OR ADVERTISED AS "CLEARANCE ITEMS," "AS IS" OR "FLOOR SAMPLES." In addition, once mattress bedding has been delivered and accepted by the purchaser, it may not be returned to Home Furnishings and no refunds will be issued to the purchaser.

2) STANDARD DELIVERY: You will be contacted twice before delivery. The first confirmation will be provided when the merchandise has been received by our distribution center. A delivery time will be scheduled on or before the promised delivery date or as otherwise agreed to, in writing, by the purchaser and Home Furnishings, establishing another firm delivery date. The second notification shall be made after your merchandise has been received by our delivery facility. Your promised delivery date will be confirmed and you will be given a four (4) hour time range for between the delivery hours from 8:00 a.m. to 7:00 p.m., Tuesday through Saturday. If you are unable or unwilling to accept delivery on the promised delivery date, you may reschedule the delivery for up to thirty (30) days subject to a \$50.00 rescheduling fee and payment in full for the merchandise. Delivery fees are non-refundable. All requests for rescheduling delivery must be made in writing to the store location of the original purchase. Thereafter, if you fail to accept delivery of the merchandise within fifteen (15) days of the adjusted, promised delivery date, you will be assessed storage fees of \$20.00 per day until delivery has been made. Upon the expiration of sixty (60) days from the original promised delivery date, Home Furnishings reserves the right to reclaim the merchandise if delivery has not been rescheduled, void the Agreement and assess the purchaser a cost reimbursement fee of seventy (70%) percent of the entire purchase price for those items reclaimed.

The purchaser executing this Agreement is responsible for being present during delivery, with no exceptions or substitutions. You will be provided with a delivery receipt and requested to acknowledge, in writing, that you inspected the furniture and accepted the items in good condition. The purchaser is solely responsible for inspecting all furniture upon delivery and specifically denoting any alleged damage or defects, in writing, on the delivery receipt which will be provided by the deliverymen. Please note that all merchandise is carefully inspected before it leaves our delivery facility. Should you find any damage and/or defects in the merchandise delivered, please contact our Customer Care Department at any Home Furnishings location in the State of New Jersey, within twenty-four (24) hours of delivery, for assistance in resolving your delivery concerns. Home Furnishings reserves the right to professionally restore defective and/or damaged merchandise. If it is determined by Home Furnishings that the merchandise is beyond restoration, the merchandise will be replaced by Home Furnishings unless the items are no longer available and/or discontinued. In the event the items are no longer available and/or discontinued, the purchaser will be provided with a prompt full refund of the purchase price for the specific item or be permitted to select another piece of merchandise of equal value, at the purchaser's request.

The purchaser is solely responsible for carefully measuring and ensuring that all merchandise will fit through doorways, hallways, corridors, lobbies, delivery elevators, etc., prior to placing and executing this Agreement. Likewise, the purchaser is responsible for paying any fees associated with reserving any delivery elevator, lobby, etc. If pets are maintained at the delivery location, the purchaser is responsible for restraining the pets prior to and during delivery.

Upon request from the purchaser to Home Furnishings, and for an extra charge, certain pieces of merchandise may be altered to accommodate space restrictions for the purchaser. The nature and extent of alterations, if any, vary with each item of merchandise. If the purchaser desires to alter the merchandise, then the purchaser must instruct the deliverymen of the request for accommodation and an estimate for modification will be provided to the purchaser by Home Furnishings. The purchaser will be required to denote the accommodation on the delivery receipt and acknowledge, in writing, with a signature, the costs associated with the merchandise accommodation. If merchandise is refused by the purchaser due to space limitations, Home Furnishings shall assess the purchaser a cost reimbursement fee of seventy (70%) percent of the entire purchase price of those items refused, plus all applicable delivery fees.

Home Furnishings' deliverymen will assemble the merchandise, install drawer and door handles, shelves and bookcases. Adjustable shelves will not be installed thereby permitting the purchaser to place them at desired levels and locations. The purchaser is responsible for clearing a path to the desired location for installation and set-up of the merchandise. The deliverymen are not permitted to remove and dispose of old furniture, but may move these pieces to another location on the same floor. Due to insurance limitations, deliverymen are not permitted to move or handle stereos, televisions, telephone or electronic devices, nor can they install mirrors, paintings, or other items that require fastening into walls or floors. Delicate items such as antiques, glassware, ceramics, figurines, area rugs, etc. shall be secured and removed by the purchaser from the designated delivery area, prior to delivery. If the deliverymen determine that an attempt to deliver any piece of merchandise may cause damage to the furniture or to the delivery location and/or any item in it, they may request that the purchaser acknowledge and execute a damage waiver.

3) CUSTOMER PICK-UP: If the purchaser elects to carry items from any of our Home Furnishings locations, including any Home Furnishings warehouse, the purchaser will be required to present a driver's license and/or International Passport for proof of identification and a photocopy of the purchaser's license and/or International Passport will be retained by Home Furnishings. The purchaser will be requested to inspect and acknowledge the condition of the item carried from the store and/or warehouse. The purchaser is solely responsible for loading and securing any heavy items into a designated delivery vehicle. Risk of loss of carried items passes to the purchaser upon inspection and acknowledgment of the condition of the item. If a purchaser elects to pick-up merchandise from Home Furnishings' warehouse, the same limitations apply to loading and securing merchandise from this facility, as well as the risk of loss. Warehousemen at this facility are available to load heavy items, but will not be responsible for securing any merchandise in the delivery vehicle designated by the purchaser.

4) WARRANTIES: THE MANUFACTURER WILL REMEDY ALL DEFECTS IN ITS PRODUCTS FOR A PERIOD OF ONE (1) YEAR FOLLOWING THE DATE THE PURCHASER RECEIVED THE FURNITURE, CONSISTENT WITH THE PROVISIONS OF THE "STANDARD DELIVERY" INSTRUCTIONS SET FORTH IN THIS AGREEMENT. THIS WARRANTY APPLIES SOLELY TO FURNITURE AND ACCESSORY ITEMS UTILIZED FOR NORMAL HOUSEHOLD USAGE AND NOT FOR RESALE OR COMMERCIAL USE. SOME ACCESSORY ITEMS, INCLUDING BUT NOT LIMITED TO, LAMPS, RUGS AND PAINTINGS MAY CARRY A WARRANTY FOR A PERIOD LESS THAN ONE (1) YEAR. ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, MEANING ANY LOSS, EXPENSE OR DAMAGE OTHER THAN A FACTORY DEFECT ARE EXCLUDED. DAMAGE CAUSED BY ABUSE OR NEGLIGENCE AND ITEMS SOLD AS "CLEARANCE ITEMS", "AS IS" OR "FLOOR SAMPLES" ARE NOT COVERED BY ANY WARRANTIES. HOME FURNISHINGS OFFERS A NUMBER OF EXTENDED WARRANTY PLANS WHICH MAY BE PROVIDED AT AN ADDITIONAL COST (example: Master Seal™ with DuPont® Teflon for fabric, leather, wood and mattresses). THE PURCHASER MAY REQUEST SPECIFIC DETAILS OF THE EXTENDED WARRANTY PLANS AND TERMS OF THE ACCESSORY ITEM WARRANTIES FROM ANY SALES ASSOCIATE PRIOR TO THE TIME OF PURCHASE.

a) Wood & Leather Grain: Color and grain variations, including pitting, imperfections and distressing, are natural characteristics of fine wood and leather and mark the unique individuality of each piece. Therefore, items on display with the retailer may vary slightly from the delivered merchandise, and as such, do not render the merchandise defective. Because solid wood expands and contracts with changes in temperature and humidity, the manufacturer will not replace any wood merchandise that has a slight gap in the center, corners or at the edges where two table halves meet. This separation is normal and will occur in wood products. Direct sunlight can damage furniture. Steady, prolonged exposure to sunlight can cause fading or create hairline cracks in wood furniture. Wood furniture should be kept away from open windows or heating and air conditioning sources, as close proximity can adversely affect the moisture content of wood furniture. Do not allow synthetics, rubber, or plastics to rest on wood furniture for prolonged periods of time as they may contain chemicals that can damage wood finishes. The manufacturer represents and warrants that upholstered leather products have been upholstered in 100% leather. Leather coverings are warranted against tearing, splitting and seam slippage. The coverings warranty does not cover fading or stains from spills such as acids, solvents, dyes, ink, paint or other corrosive chemicals or bodily fluids. The manufacturer voids its cushion and covering warranty if non-authorized after-market soil or leather protection or non-fabric mill and/or leather tannery chemical is applied.

b) Fabrics: Dramatic color variations are inherent irregularities that are part of the character of stone washed denim and other washed fabrics. Washed fabrics, plissé, seersuckers and matelassés are naturally wrinkled and puckered. There may also be pattern shifts and variations in the alignment and repetition of patterns on upholstered merchandise. Large slubs and knots occur naturally in linen, linen blends and linen like fabrics and are part of their beauty and charm.

c) Marble Tops: Marble is a natural product, each with its own unique characteristics. No two pieces of marble are identical in color, texture or pattern. Some pieces may be filled with an epoxy resin directly from the quarry manufacturer in order to enhance appearance.

d) Mattress Bedding: The manufacturer provides a "Non-Prorated Warranty" and/or "Prorated Warranty" for its "Thomasville Mattress Collection." The terms and conditions of the respective warranties are affixed to the merchandise near the warranty code on the "law tag." The purchaser may request specific details of the respective warranties from any sales associate prior to the time of purchase, which shall be the exclusive remedies available to the purchaser.

5) ARBITRATION: Home Furnishings and the purchaser do hereby agree that any and all claims, disputes or controversies arising from this Agreement, which cannot be resolved by the parties, shall be submitted to binding Arbitration through the American Arbitration Association (from now on "AAA"). The terms "claims," "disputes" or "controversies" are to be given the broadest possible meaning and include, by way of example and without limitation, any claim, dispute or controversy between Home Furnishings and the purchaser for (a) goods tendered and services provided, including warranties, extended warranties and/or service contracts; (b) advertisements, promotions or oral or written statements related to the goods tendered and services provided; and (c) any application for credit through the "Thomasville" credit card offered through GE Capital Consumer Card Co. Neither Home Furnishings nor the purchaser

will have the right to litigate any claim in any Federal Court or Superior Court of the State of New Jersey or request a jury trial with respect to any claim, dispute or controversy. The Arbitrator's decision will be final and binding upon Home Furnishings and the purchaser. Likewise, the fees charged by the Arbitration Administrator may be greater than the fees charged by a Court. The party seeking to file the initial demand for Arbitration shall be solely responsible for tendering the initial filing fee of the demand for Arbitration and "Case Service Fee" as assessed by AAA at the time of filing. Thereafter, Home Furnishings and the purchaser shall each pay one-half of the Arbitrator's fee and transcription fees, if any. Each party subject to the demand for Arbitration shall be responsible for their own attorney's fees, if any. If the purchaser has any questions concerning the Arbitration Administrator or Arbitration process or would prefer to obtain a copy of their arbitration rules or fee schedules, AAA may be contacted at 1633 Broadway, 10th Floor, New York, , New York, NY 10019; www.adr.org or (800) 778-7879.

6) GOVERNING LAW & VENUE: This Agreement and any claims, disputes or controversies arising from, or relating to this Agreement, whether based upon contract, tort, fraud and other intentional torts, statute, common law and/or equity, are strictly governed by and construed in accordance with the laws of the State of New Jersey, without regard to conflicts of law principles. The venue for resolution of any and all claims, disputes or controversies as defined in this Agreement shall be in the State of New Jersey, and in the County where the merchandise was originally purchased..

7) SEVERABILITY: If any provision of this Agreement is determined to be void or unenforceable under any applicable law, all other provisions of this Agreement shall remain valid and enforceable.

8) ERRORS: Errors may occur in the computation of your total purchase. If an error occurs, Home Furnishings will notify you in writing of the error and the correct amount will be charged or credited to your account or purchase. Home Furnishings reserves the right to amend the Agreement consistent with correcting any error. In addition, errors may occur in the quantity, vendor identification, model number, category/description, etc. If an error occurs, Home Furnishings will notify you in writing of the error and amend the Agreement consistent with correcting any error.

9) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between Home Furnishings and the purchaser and supersedes any other prior or contemporaneous agreement. This Agreement may not be amended except by agreement between Home Furnishings and the purchaser, in writing, and signed by an authorized representative of Home Furnishings and the purchaser.

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