

BEST HOME FURNISHINGS

TERMS, CONDITIONS & WARRANTIES

The terms, conditions and warranties described in the following paragraphs have been developed to assure fair and equitable treatment for all our customers. ***No warranty service will be performed without the thirteen digit Identification (ID) number, model number and fabric number of the product.*** This information is located on the ID tag attached to the frame of the furniture. Any inquiries regarding these policies should be directed to the BEST HOME FURNISHINGS Customer Service Department at the address listed below.

BEST HOME FURNISHINGS
One Best Drive
Post Office Box 158
Ferdinand, Indiana 47532-0158
(812) 367 - 2400

TERMS AND CONDITIONS OF SALE

All orders are subject to acceptance by BEST HOME FURNISHINGS. BEST HOME FURNISHINGS' acceptance of dealer's order is expressly made conditional on assent by dealer to all terms and conditions contained herein and any terms additional to or different from those proposed by dealer in dealer's purchase order or other writing shall be superseded by the terms contained herein. If any of the terms and conditions hereof are not acceptable to dealer, BEST HOME FURNISHINGS must be notified within 3 days of dealer's receipt hereof, and dealer's order will be cancelled. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement.

Terms of credit are NET 30 DAYS, FOB Ferdinand, Indiana. Interest will be charged after maturity at the rate of one and one half percent (1.5%) per month. Some states do not allow interest charges, so the late penalties described above may not apply to you. Dealer shall also pay any and all collection fees and reasonable attorneys' fees, paralegal fees, court costs and expenses incurred by BEST HOME FURNISHINGS in collecting payment of the purchase price and any other amounts for which dealer is liable. If in BEST HOME FURNISHINGS' judgment, reasonable doubt arises at any time as to the ability of dealer to pay or dealer is past due in payment of any amount owing to BEST HOME FURNISHINGS, BEST HOME FURNISHINGS may (without liability and without prejudice to any other remedies) postpone or stop any shipment or discontinue any manufacturing and other services, until BEST HOME FURNISHINGS receives payment of all amounts, including amounts payable under this contract. BEST HOME

FURNISHINGS reserves the right to suspend credit at any time when, in its judgment, dealer's financial condition warrants such action.

Prices are subject to change without notice by BEST HOME FURNISHINGS at any time prior to shipment for any general price revision made by BEST HOME FURNISHINGS, or any increases in costs of labor or materials used by BEST HOME FURNISHINGS in the manufacture of the products. If the dealer has received a price quotation or acknowledgement of order and pricing from BEST HOME FURNISHINGS, the prices quoted do not constitute a firm offer and may be changed or revoked by BEST HOME FURNISHINGS at any time. No merchandise will be sold on a consignment or conditional basis.

All shipments will be assessed transportation costs and sold FOB Ferdinand, Indiana. BEST HOME FURNISHINGS bears no responsibility for shipping loss or damage after delivery and acceptance of the merchandise by the dealer. For merchandise transported on a dealer's vehicle or by a motor carrier independently contracted by the dealer, BEST HOME FURNISHINGS' responsibility for shipping loss or damage ceases upon acceptance of the merchandise at our facility by the dealer's agent or the motor carrier.

No cancellation or change to any order by dealer will be accepted after cover material has been cut at our factory. Merchandise that is refused upon delivery will be returned to the factory and the total freight, both outbound and inbound, will be billed to the dealer along with a \$25 per seat restocking fee.

BEST HOME FURNISHINGS will not be liable for delays or for failing to deliver merchandise due to shortages of materials from suppliers or other causes reasonably beyond BEST HOME FURNISHINGS' control including but not limited to acts of God, natural or human-caused disasters such as flood and fire, war, terrorism, civil disturbance, labor disputes, compliance with governmental regulations or nonperformance of freight carriers or forwarders.

The validity, interpretation and enforceability of this transaction shall be governed by the laws of the State of Indiana, U.S.A. The parties agree and consent to personal jurisdiction, and agree that venue shall lie exclusively, in the United States District Court for the Southern District of Indiana, Evansville Division, or in the Dubois County Circuit or Superior Courts in Indiana, and in no other jurisdictions, for purposes of disputes between the parties.

WARRANTY INFORMATION

BEST HOME FURNISHINGS strives to stand behind any of our furniture found to have defects in material or workmanship. Because we do not have control over the product or its usage after shipment, we provide a limited warranty to the original retail consumer for the stated warranty term as described in the following paragraphs.

SAFETY WARNING - FLAMMABILITY

Keep upholstered furniture away from flames, lit cigarettes, and other sources of ignition. Be careful when smoking. Immediately remove any glowing embers or lit cigarettes which fall onto the furniture. Smoldering materials may cause upholstered furniture to combust.

Please note other specific consumer advisories in each of the product warranty categories.

CONSUMER ADVISORY

Children should not be allowed to play on or operate moving chairs without adult supervision. Moving components of motion mechanisms and chairs can cause injury. Please keep all extremities away from moving parts.

Ottomans/footstools are not designed for use as seating devices. Sitting on a stationary or moving ottoman/footstool could cause the ottoman to tip over or break.

Caution should be used when entering or exiting any chair equipped with a swivel, gliding or rocking base; abrupt movement or uneven distribution of weight can cause the chair to tip or the occupant to lose balance. For chairs with detachable bases, follow the enclosed base assembly instructions to ensure the stability and safe operation of the chair. An improperly installed base could cause the chair to tip over. Never attempt to open or close a recliner in any manner except using the handle (if equipped) and normal body motion. Do not attempt to egress from a recliner unless the mechanism is in the fully closed position. Never open or close the recliner mechanism by pulling or pushing the foot rest or otherwise forcing the motion of the recliner. If the recliner mechanism does not function smoothly and with relative ease, check for obstructions and contact the dealer from which the recliner was purchased for repair if necessary.

When positioning a lift/power product or recliner equipped with heat/massage for use, electrical components should be placed with care to avoid damage to the components or exposure to flammable materials. Operation of the product in a manner that results in damage to the electrical components could result in electrical shock or risk of fire.

Lift/Power components are not intended to be used for medical purposes

BEST HOME FURNISHINGS is not liable for injuries or damages resulting from misuse of any product or damage to the electrical components.

**SWIVEL ROCKER, SWIVEL GLIDER, GLIDER, SWIVEL CHAIR, CHAIR, DINING CHAIR, FAINTING SOFA,
CHAISE LOUNGE, OTTOMAN, BENCH, ACCENT, SETTEE, CHAIR & HALF, WING CHAIR**

These products feature a one (1) year warranty from date of purchase, NOT to exceed eighteen (18) months from the date of manufacture, on the FRAME, FOAM, PADDING and SINUOUS WIRE AND COIL SPRING. These products feature a five (5) year warranty from the date of manufacture on encased spring foam cushions. This same warranty applies to products featuring webbed seat support systems.

Swivel Glider, Swivel Rocker, Glider, and Swivel Chair metal CHAIR BASES and Glider metal OTTOMAN BASES are warranted directly through BEST HOME FURNISHINGS. These feature a one (1) year warranty from the date of purchase, NOT to exceed eighteen (18) months from the date of manufacture of the chair. This warranty provides for free replacement of the base, with no allowance for labor or installation.

Variations in finish colors of wood components are to be expected due to the different species of wood and wood grains used in construction of the furniture and these variations are not considered manufacturing defects.

RECLINER

Recliners feature a "LIMITED LIFETIME" warranty to the FRAME against manufacturing defects, as long as parts are available.

Recliner MECHANISMS, including power and lift models, feature a "LIMITED LIFETIME" warranty. Claims will be handled by FREE replacement of the mechanism as long as parts are available, with no allowance for labor or installation. Recliners also feature a one (1) year warranty from date of purchase, NOT to exceed eighteen (18) months from the date of manufacture, on FOAM, PADDING and SINUOUS WIRE AND COIL SPRINGS. Recliners feature a five (5) year warranty from the date of manufacture on encased spring foam cushions.

LIFT / POWER COMPONENTS

Lift/Power components feature a "LIMITED LIFETIME" warranty to the FRAME against manufacturing defects, as long as parts are available.

Lift/Power component MOTORS, HANDWANDS, AC ADAPTERS and JUNCTION BOXES feature a three (3) year warranty from the date of manufacture of the component. This warranty does exclude all accessories. Claims will be handled by FREE replacement of defective components, with no allowance for labor or installation.

Lift/Power components also feature a one (1) year warranty from date of purchase, NOT to exceed eighteen (18) months from the date of manufacture, on FOAM, PADDING, CUP HOLDERS, SINUOUS WIRE SPRINGS and METAL SEAT SUPPORT SYSTEMS. Lift/Power components feature a five (5) year warranty from the date of manufacture on encased spring foam cushions.

RECLINER WITH HEAT AND/OR MASSAGE

Recliners feature a "LIMITED LIFETIME" warranty to the FRAME against manufacturing defects, as long as parts are available.

Recliner MECHANISMS feature a "LIMITED LIFETIME" warranty. Claims will be handled by FREE replacement of the mechanism as long as parts are available, with no allowance for labor or installation.

There is a one (1) year warranty from date of purchase, NOT to exceed eighteen (18) months from the date of manufacture on HEATING COMPONENTS and MASSAGE MOTORS. HAND WANDS, AC ADAPTERS and JUNCTION BOXES feature a three (3) year warranty from the date of manufacture of the recliner. These warranties are for replacement of defective components only with no allowance for labor or installation.

Recliners also feature a one (1) year warranty from date of purchase, NOT to exceed eighteen (18) months from the date of manufacture, on FOAM, PADDING and SINUOUS WIRE SPRINGS. This recliner features a five (5) year warranty from the date of manufacture on encased spring foam cushions.

MOTION SOFA/LOVESEAT/SECTIONAL

Motion sofas, loveseats and sectionals feature a "LIMITED LIFETIME" warranty to the FRAME against manufacturing defects, as long as parts are available.

Recliner MECHANISMS used in motion sofas, loveseats, and sectionals, including power models, feature a “LIMITED LIFETIME” warranty. Claims will be handled by FREE replacement of the mechanism as long as parts are available, with no allowance for labor or installation.

Motion sofas, loveseats, and sectionals also feature a one (1) year warranty from date of purchase, NOT to exceed eighteen (18) months from the date of manufacture, on FOAM, PADDING and SINUOUS WIRE SPRINGS. Motion sofas, loveseats, and sectionals feature a five (5) year warranty from the date of manufacture on encased spring foam cushions.

STATIONARY SOFA GROUP

Upholstered living room groups comprised of stationary sofas or sectionals and accompanying loveseats and chairs (referred to as stationary sofa groups) feature a "LIMITED LIFETIME" warranty to the FRAME against manufacturing defects. Repairs to the frame will be done at the factory as long as parts are available.

Stationary sofa groups also feature a three (3) year warranty from date of manufacture on the SEAM SEPARATION, FOAM, PADDING and SINUOUS WIRE SPRINGS. This same warranty applies to products featuring webbed seat support systems. Stationary sofa groups feature a five (5) year warranty from the date of manufacture on encased spring foam cushions.

SLEEPER MECHANISM & MATTRESS / AIR DREAM

SLEEPER MECHANISMS and MATTRESSES feature a one (1) year warranty from date of purchase, NOT to exceed eighteen (18) months from the date of manufacture, with no allowance for labor or installation.

FABRIC / COVER

BEST HOME FURNISHINGS products feature a one (1) year warranty from the date of purchase, NOT to exceed eighteen (18) months from the date of manufacture, for seam slippage and/or separation. Surface wear due to use or abuse is not warranted. Our cover suppliers recommend NO type of protective coating be applied to any fabric or other cover material used on any BEST HOME

FURNISHINGS furniture and any protective coating used will void this warranty. Flattening of the nap, pilling, shedding, balling, snagging, matting and shading are all common characteristics of some fabrics and are not considered defects in material or workmanship. Leather covers commonly exhibit characteristics of nicks, scratches, wrinkles, variations in shade and tone and other natural features that are not considered defects. Due to constant change in cover styles and colors, we do not guarantee the availability of specific patterns or colors.

LIMITATIONS AND EXCLUSIONS

This limited warranty is valid only to the original retail buyer of the furniture. It applies only to furniture intended for normal household and home office use and not in commercial installations. This warranty is also limited by the availability of parts.

Excluded from this limited warranty are defects and damage resulting from abuse, neglect, exposure to extreme temperatures or humidity, alterations, unauthorized repair, or accidents including burns, cuts, scratches, tears, scuffs, watermarks, indentations or pet damage. Expected changes from normal wear, use and aging are also not covered by this limited warranty, including softening or flattening of cushions, foams and fibers in conformity to the shape of the user. Products featuring blown polyester fiber, foam cushioning, and polyester pad wraps are designed to maximize seating comfort and will flatten, wrinkle and soften over time. Absent loss of core foam resiliency exceeding 10% of the original core height specification, these changes are considered normal wear and tear and not manufacturing defects. For uniform wear and long life avoid sitting off center to the edge of the seat for extended periods of time. Sitting off center in the unit for extended periods of time may cause the seat to lean to that side and wear caused by this type of use is not considered a manufacturing defect.

Some products feature a “LIMITED LIFETIME” warranty to one or more components. The term “LIMITED” means the warranty does NOT cover misuse and normal wear as described in the preceding paragraph. The term “LIFETIME” means the normal useful life of the product.

SHIPPING COSTS TO AND FROM THE FACTORY ASSOCIATED WITH WARRANTY CLAIMS IS THE RESPONSIBILITY OF THE CONSUMER AFTER ONE (1) YEAR FROM DATE OF PURCHASE NOT TO EXCEED EIGHTEEN (18) MONTHS FROM THE DATE OF MANUFACTURE.

This limited warranty applies only to the product in its original fabric. Damage caused by the use of detergents, abrasives or other harsh cleaning agents is also not covered.

Products featuring power and lift features have weight capacity limitations. The weight capacity limitation for each specific model is noted in the price book adjacent to the price data for that model. Damage resulting from use by occupants exceeding the weight capacity limitation is not considered a manufacturing defect and is excluded from this warranty.

BEST HOME FURNISHINGS WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOSS, EXPENSE, OR DAMAGE OTHER THAN TO THE FURNITURE ITSELF THAT MAY RESULT

FROM A DEFECT IN THE FURNITURE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

BEST HOME FURNISHINGS MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THESE AND ALL OTHER IMPLIED WARRANTIES ARE SPECIFICALLY DISCLAIMED. SOME STATES DO NOT ALLOW AN EXCLUSION OR LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights and you may also have other rights that vary from state to state. Except for such other rights, the remedies provided under this warranty state the limit of BEST HOME FURNISHINGS' responsibilities.

PRESENTATION OF WARRANTY CLAIMS

Warranty claims should be referred to the retail furniture dealer from whom the product was originally purchased. ***No warranty service will be performed without the thirteen digit Identification (ID) number, model number and fabric number of the product.*** This information is located on the ID tag attached to the frame of the furniture.

Warranty repairs are handled through replacement of defective parts, returning the unit to the factory for repair, returning the unit for credit, or replacing the unit entirely. A BEST HOME FURNISHINGS Customer Service Representative will make a determination at the time of a claim as to which method would be most effective.

In the event a unit must be returned to the factory, the dealer's BEST HOME FURNISHINGS Sales Representative must issue authorization after his/her inspection. If a unit is returned to the factory without prior authorization, freight charges will be invoiced to the dealer.

Dealers are expected to provide service and support to the product they sell. A reasonable amount of touchup and deluxing is the dealer's responsibility. At no time will BEST HOME FURNISHINGS make an allowance for inspection, pick up, packing or freight charges. Any In-home inspection fees or transportation of the product to and from the dealer for repair are not the responsibility of BEST HOME FURNISHINGS. If a defective item is unable to be returned to the original retailer for warranty work it will be the responsibility of the end-user to cover all transportation cost to and from a local BEST HOME FURNISHINGS DEALER. Allowances for work performed to correct defects in material or workmanship must be authorized in advance and in writing by a BEST HOME FURNISHINGS Customer Service Representative. Under no circumstances will BEST HOME FURNISHINGS accept charge backs from dealers which do not have prior written authorization from the BEST HOME FURNISHINGS Home Office.

To protect the health and welfare of our employees, BEST HOME FURNISHINGS will decline to make repairs on any unit deemed unsanitary or a possible health hazard.