

FERRO FURNITURE LLC

DELIVERY, EXCHANGE AND RETURN POLICY

This Delivery, Exchange and Return Policy ("Policy") applies to all products and services provided by Ferro Furniture LLC ("Ferro," "Company," "we," "us," or "our"). Products may be manufactured in Turkey or other countries and sold within the United States. By placing an order, signing an invoice or sales agreement, providing electronic confirmation, accepting delivery, or using Ferro services, the customer ("you") expressly acknowledges that this Policy constitutes a binding and integral part of the purchase agreement.

1. DELIVERY POLICY

1.1 Inspection and Final Acceptance

The customer is obligated to inspect all products and packaging at the time of delivery. Any damage, defect, or discrepancy must be reported immediately at the time of delivery, documented in writing, and supported with photographic or video evidence. Failure to report any issue at the time of delivery constitutes complete, final, and irrevocable acceptance of the products.

1.2 Transfer of Risk

Upon completion of delivery and signing of the delivery confirmation, all risk of loss, damage, deterioration, or alteration transfers to the customer.

1.3 Photographic and Video Records

Ferro retains time-stamped photographic and video records of all deliveries. These records constitute conclusive evidence that delivery was made in proper condition and shall be accepted as superior evidence in any dispute, claim, chargeback, or legal proceeding.

1.4 Delivery Confirmation

The signature of the customer or authorized representative confirms that the products were received in satisfactory condition and in full accordance with the order.

1.5 Appointment Confirmation

All deliveries must be confirmed with a Ferro representative no later than 24 hours before the scheduled delivery time. Failure to confirm may result in Ferro canceling, delaying, or imposing additional charges for the delivery without liability.

1.6 Delivery Access and Delay Fees

The customer is solely responsible for providing clear and adequate access for delivery. Delays caused by restricted access are subject to a fee of \$100.00 USD per hour, with a minimum charge of \$100.00 USD.

1.7 Measurement and Fit Responsibility

The customer is solely responsible for verifying all measurements and access conditions. Products that do not fit in the designated space are not eligible for return, exchange, or refund.

1.8 Acceptance of Property Damage Risk

By permitting delivery, the customer accepts all risk of damage to floors, walls, door frames, elevators, and common areas. Ferro is not responsible for such damage.

1.9 Re-delivery

If the customer is not available at the scheduled delivery time, a re-delivery fee of \$150.00 USD will apply. After one failed delivery attempt, Ferro may require the customer to collect the products from the warehouse.

1.10 Storage and Abandoned Goods

Storage exceeding 10 days is subject to a weekly fee of \$150.00 USD. After 30 days, Ferro is not responsible for any material changes to the products. After 45 days, products are considered abandoned and may be resold without a refund.

1.11 Unauthorized Returns

Returns made without prior written authorization will not be accepted.

1.12 Service Cancellation

Cancellations made less than 24 hours before scheduled delivery or assembly are subject to a \$100.00 USD fee.

2. EXCHANGE AND RETURN POLICY

2.1 Final Sale – No Returns

All sales are final. No cash refunds will be issued. Exchanges may be approved within 7 days only for products of equal or greater value. Products must be unused, unassembled, and in their original packaging. A 50% restocking fee applies. Delivery fees are non-refundable.

2.2 Custom and Special-Order Products

All custom-made or special-order products are final sale. Deposits are non-refundable.

2.3 Right to Cure

Ferro reserves the right to inspect, repair, or replace parts before processing any exchange. Denial of access for repair constitutes a waiver of all claims.

2.4 Natural Material Variations

Variations in natural materials such as wood, leather, fabric, or stone are not considered defects and do not constitute grounds for return or exchange.

2.5 Discounted and Display Items

All discounted, promotional, and display items are sold "as is" with no warranty, return, or exchange.

2.6 Mattresses

Mattresses are subject to manufacturer warranty only. No returns or exchanges will be made.

3. ADDITIONAL POLICIES

3.1 International Manufacturing and Supply Chain

Delays or issues arising from international manufacturing, customs, port, supplier, or logistics operations do not constitute grounds for cancellation, refund, or chargeback.

3.2 Estimated Delivery Dates

All delivery dates are estimates and are not guaranteed.

3.3 Insurance

Insurance after delivery is the customer's responsibility. Optional insurance may be arranged for an additional fee.

3.4 Repackaging

Products without original packaging may be refused or subject to additional transportation and packaging fees.

3.5 Limitation of Liability

Ferro's liability shall not exceed the purchase price of the product. Indirect, incidental, or punitive damages may not be claimed.

3.6 Chargeback Policy

The customer must allow 15 business days for resolution before initiating a chargeback. A \$500.00 USD administrative fee and 1.5% monthly interest apply to fraudulent chargeback transactions. Unauthorized chargebacks may be reported as theft of merchandise. The customer also agrees to pay all attorney fees, court costs, and other litigation expenses arising from any legal action brought following an unauthorized chargeback.

3.7 Electronic Confirmation

Electronic communications and confirmations constitute legally binding signatures.

4. LEGAL TERMS

4.1 Governing Law

This Policy is governed by the laws of the State of Georgia.

4.2 Arbitration and Attorney Fees

All disputes shall be resolved through binding arbitration in Fulton County, Georgia. The prevailing party is entitled to recover all costs and 15% attorney fees.

4.3 Waiver of Jury Trial and Class Action

The customer waives the right to a jury trial and to participate in class action lawsuits.

4.4 Right to Cure

The customer must provide 85 days' written notice before initiating any legal action.

4.5 Severability

If any provision is found invalid, the remaining provisions shall remain in full force and effect.

4.6 Entire Agreement

This Policy, together with the invoice and order form, constitutes the entire agreement between the parties. Oral representations are not binding.

ACKNOWLEDGMENT

I, the undersigned Customer, confirm that I have personally inspected all products delivered today. I certify that the products are in perfect, undamaged condition and conform to my order specifications. I declare that I have read and expressly accept the Ferro Furniture LLC Delivery, Exchange and Return Policy, particularly the provisions of "FINAL SALE," "NO RETURNS," and "50% RESTOCKING FEE." By signing this document, I understand that I am waiving all future claims regarding visible damages or discrepancies. I further acknowledge that all disputes shall be resolved through binding arbitration in Fulton County, Georgia, and that I waive my right to a jury trial.

This Policy may be updated, supplemented, or amended from time to time. Additional terms, clarifications, notices, or amendments published on the Ferro Furniture LLC website, referenced in invoices, order forms, delivery confirmations, or provided in writing are deemed an integral and binding part of this Policy.

The Policy and additional terms in effect on the latest of the date of purchase, invoicing, delivery, or performance of service shall apply to the relevant transaction.