Delivery, Exchange, Refund & Order Form Addendum

Ferro Furniture LLC, d/b/a Ferozzi Furniture & Ferozzi Design · https://ferozzi.com/order-policy/

Version v2026.3 — Effective October 3, 2026

This version applies to orders placed on or after the effective date shown above. Orders placed earlier are governed by the version in effect on the order date; previous versions are available at the bottom of this page.

A current copy is available at https://ferozzi.com/order-policy/

This Delivery, Exchange, Refund & Order Form Addendum (the "Policy") applies to all purchases made through Ferro Furniture LLC ("Ferro," "we," "us," or "our"). By placing an order, accepting delivery, or otherwise using our services, you (the "customer") agree to the terms set out below.

This Policy forms an integral part of the purchase agreement, the signed order form, and the invoice to which it relates. By signing the order form or invoice, the customer acknowledges and accepts all provisions contained herein in full.

1. Delivery Policy

1.1 Inspection and Damage Reporting

The customer must inspect the product(s) at the time they are received and report any damage or discrepancy at that time, with photo or video evidence:

- **Delivery by Ferro Personnel (with or without assembly):** Inspect the product(s) while the delivery team is present and report any damage or discrepancy before the team leaves, by noting it on the delivery receipt. Once the delivery team has left, the product(s) are accepted in the condition delivered, and only the applicable written warranty (Section 3.5 or 3.6) applies.
- **In-Store Pickup:** Inspect the product(s) at pickup, before loading. Once inspected and loaded, the product(s) are accepted in the condition picked up, and only the applicable written warranty (Section 3.5 or 3.6) applies; Ferro is not responsible for any damage occurring during loading by the customer, transport, or handling after pickup.
- **Orders Delivered by a Carrier:** Inspect the product(s) at the time of delivery, note any visible damage on the carrier's delivery receipt before signing, and report it to Ferro at that time.

Claims reported outside these windows, or without supporting photo or video documentation, may be declined at Ferro's discretion.

1.2 Post-Delivery Responsibility

Ferro is not responsible for any damages or alterations reported after the applicable reporting window described in Section 1.1. Only claims documented and reported within the applicable window, with photo or video proof, will be processed.

1.3 Photographic and Video Documentation

During delivery, photos and videos of the products will be taken to confirm their condition. These records serve as proof of intact delivery. By accepting delivery, you authorize Ferro to use these recordings for quality control, record-keeping, and promotional purposes, including social media.

1.4 Privacy Notice

Photos and videos shared on social media will not disclose personal details or sensitive information. Customers with specific concerns must notify us prior to delivery.

1.5 Delivery Area Preparation & Access Requirements

Customers are responsible for ensuring the delivery area is clean, accessible, and prepared for installation before the scheduled delivery time. Ferro will not be liable for delays, failed deliveries, or additional costs caused by unprepared spaces or restricted access.

Any rescheduling or additional delivery attempts will incur a flat fee of $150.

1.6 Optional Furniture Removal Services

If the customer requests removal, relocation, or disposal of existing furniture during delivery, a $500 fee will be charged and must be paid immediately.

1.7 Re-Delivery Policy

If the customer is unavailable at the scheduled delivery time or refuses delivery without prior written notice, a redelivery fee of $150 will apply. After one failed delivery attempt, the customer must pick up the product from the nearest store location. No further delivery will be scheduled without prepayment of the redelivery fee.

1.8 Storage Policy

If delivery or pickup is delayed by the customer for more than 10 days, a storage fee of $50 per week will apply. After 30 days, Ferro will not be responsible for any damage, warping, or material changes caused by extended storage.

1.9 Unauthorized Returns

Products may not be returned directly to our retail locations without prior written authorization. Unauthorized returns will not be accepted or processed.

1.10 Store Surveillance & Security Policy

All Ferro store locations are monitored 24/7 by security cameras. Any act of damage, theft, or unauthorized behavior will be recorded and reported to local authorities if necessary.

1.11 Appointment Confirmation

For in-store pickups or scheduled deliveries, customers must confirm the exact time with a store associate at least 24 hours in advance. Ferro is not responsible for delays or failed handoffs due to missed or unconfirmed appointments. A rescheduling fee of $150 may apply.

1.12 Cancellation Policy for Scheduled Services

If a customer cancels a scheduled delivery, assembly, or furniture removal service less than 24 hours in advance, a $150 late cancellation fee will apply. This fee must be paid before the service can be rescheduled.

1.13 Delivery and Installation Safety

For the safety of our delivery personnel and household members, customers must keep children and pets secured and away from the immediate work area during delivery, assembly, and installation. Ferro is not liable for injuries or incidents arising from the customer’s failure to maintain a safe environment during these services.

2. Payment Terms

2.1 Accepted Payment Methods

Ferro accepts payment by credit or debit card, cash, Zelle, and personal or business check, at Ferro’s sole discretion. Ferro reserves the right to decline any payment method for a given transaction, to require a specific payment method for deposits or balances above a certain amount, and to hold shipment or delivery of an order until a check has cleared.

2.2 Refund Method

Refunds, where applicable under this Policy, will be issued using the same payment method originally used by the customer, except that: (a) cash payments will be refunded by company check within 15 business days; and (b) Zelle payments will be refunded by company check or Zelle, at Ferro's discretion, within 15 business days. Refunds for credit or debit card payments will be credited back to the original card, normally within 5 business days of approval; the time for the credit to appear on the customer's statement depends on the issuing bank. No refund will be issued to a third party or to a payment method different from the one used for the original purchase.

3. Exchange Policy

3.1 General Terms

Returns are not accepted, except in cases required by law, such as defective items or items not delivered. This exchange right applies only to in-stock or standard items and does not apply to custom-made or special-order products (see Section 3.2).

Exchange conditions:

- Items must be returned within 7 days in new, unused condition and in their original packaging.
- Exchanges may only be made for items of equal or greater value.
- A restocking fee of 25% of the purchase price will apply, as permitted by law. The exact restocking fee applicable to a given order is disclosed on the estimate, order form, or invoice.
- Delivery and shipping fees are non-refundable.

3.2 Custom-Made and Special Orders

Custom-made or personalized products are considered final sale and are not eligible for return, exchange, or cancellation once production has begun, except as expressly provided in Section 4.4 (Delivery Delays) and Section 4.13 (Discontinued or Unavailable Products). Because these items are manufactured specifically to the customer's chosen specifications, no cooling-off or cancellation right applies to custom orders.

- Subjective reasons, such as dissatisfaction with color tone, fabric shade, or perceived differences, are not valid grounds for return or exchange.
- Only objective defects (damage, incorrect product, missing parts) will be resolved, provided the issue is documented with photo or video evidence within the applicable reporting window described in Section 1.1.

3.3 Damaged or Defective Items

- **Reporting Requirement:** Damaged or defective items must be documented with photo or video evidence and reported within the applicable window described in Section 1.1.
- **Resolution Process:** Ferro will arrange a free repair, part replacement, or product replacement at no cost.
- **Multi-Piece Sets:** Only the defective piece will be replaced. A full set replacement will only occur if the entire set is rendered unusable.

3.4 Sale, Clearance, Floor Sample, and Custom Items

Items purchased on sale, clearance, as floor samples, or as custom-made items are considered final sale and are not eligible for return or exchange.

3.5 Mattresses and Foundations

Mattresses and foundations, if any are sold, are covered only by the warranty, if any, provided by their manufacturer, and not by the limited warranty in Section 3.6.

3.6 Limited Warranty

Ferro warrants its furniture against defects in materials and workmanship under normal residential use, from the date of delivery, as follows: (a) **frame and construction**, including joinery, springs, and suspension components — **five (5) years**; and (b) **fabric, leather, upholstery, and cushions**, including covering material, stitching, and cushion fill — **two (2) years**. This limited warranty extends to the original purchaser only, is not transferable, and requires proof of purchase.

Claims must be submitted in writing with photo or video evidence and the order number. Damage or defects present at handover must be reported within the applicable window described in Section 1.1. Defects that appear later must be reported within the applicable warranty period stated above.

Before any repair, part replacement, or exchange is approved, Ferro may inspect the item and repair or replace the affected components. The customer must provide reasonable access for this inspection; refusal of access constitutes a waiver of the claim. Where a claim is accepted, Ferro will arrange a free repair, replacement part, or product replacement at no cost to the customer, at Ferro's election. For multi-piece sets, only the affected piece will be replaced; a full set will be replaced only if the entire set is rendered unusable. Repair or replacement is the sole and exclusive remedy under this limited warranty, and Ferro's liability remains limited as set out in Section 4.3.

User error is not covered. This limited warranty covers manufacturing defects only. Damage arising from the manner in which a product is used, cleaned, moved, or maintained is the responsibility of the customer, including but not limited to: misuse or abuse; overloading; sitting or standing on arms, backs, or other unsupported areas; neglect; accidents; spills and stains; damage caused by pets or children; use of improper or abrasive cleaning products; exposure to excessive humidity, direct sunlight, or heat sources; and any alteration, repair, or reupholstery attempted by any person other than Ferro personnel.

The following are likewise excluded from coverage: items purchased on sale or clearance, or sold as floor samples, which are sold as is with no warranty; mattresses and foundations, which are covered only as provided in Section 3.5; natural variations in wood, leather, fabric, or stone, and differences in color tone or shade, which are characteristics of the material and are not defects; normal wear, fading, and the softening or indentation of cushions and fill; use in a commercial or rental setting; damage occurring during assembly, disassembly, or relocation not performed by Ferro personnel; and damage, warping, or material change caused by storage beyond the period described in Section 1.8.

This limited warranty gives the customer specific legal rights, and the customer may have other rights that vary by state. Nothing in this Section limits any right that cannot be waived under applicable law.

The customer's acceptance of this Policy, as described in the Acceptance and Incorporation section below, confirms review and acceptance of the warranty terms and the exclusions stated above.

4. Additional Policies

4.1 Force Majeure

Ferro is not responsible for delays or interruptions caused by events beyond our control, including natural disasters, pandemics or epidemics, public health orders, strikes or labor disputes, government restrictions, war, civil unrest, or logistical disruptions.

4.2 Deposit and Payment Terms

Deposits for custom-made or special-order items are non-refundable, except as expressly provided in Sections 4.4 and 4.13. The exact deposit amount or percentage for a given order is stated on the signed order form. The remaining balance must be paid in full before delivery.

4.3 Limitation of Liability

Ferro's liability shall not exceed the purchase price of the product under any circumstances. Indirect, special, punitive, or consequential damages are excluded.

4.4 Delivery Delays and Cancellation Rights

Delivery dates are estimates and may change due to unforeseen circumstances or carrier-related delays. If Ferro reasonably expects that an order will not be ready for delivery within the estimated timeframe stated on the order form (or within **120 days** if no timeframe is stated), Ferro will notify the customer and provide a revised estimated delivery date.

If the revised delay extends more than 30 days beyond the original estimated delivery date, the customer may cancel the order and receive a full refund of all amounts paid, or agree to the revised date. If the customer does not respond to a delay notice within a reasonable time, non-response may be treated as consent to the revised date, as permitted by applicable law. Nothing in this Section limits the final-sale status of custom-made products with respect to subjective dissatisfaction; it applies solely to timeliness of delivery.

4.5 Delivery Timeframe & Customer Modifications

In-stock items are delivered on a date scheduled with the customer, or may be picked up from the store at a confirmed time.

The standard delivery timeframe for custom-made orders is approximately **120 days**. This timeframe is an estimate and not a guaranteed delivery date. Actual production and delivery times may vary and may extend beyond 120 days due to manufacturer scheduling, material availability, factory capacity, customs, shipping conditions, or other conditions beyond Ferro's control. Ferro will make reasonable efforts to communicate any known material delays to the customer.

If the customer requests modifications after order confirmation (for example, size, fabric, color, or design changes), the delivery period will restart and will be recalculated from the date of modification approval. The customer acknowledges and accepts this condition.

4.6 Insurance

Customers are responsible for insuring items during delivery to protect against loss or damage. Additional insurance may be arranged upon request for an extra fee.

4.7 Assembly Responsibility

Ferro is not responsible for damages occurring during assembly unless performed by our personnel.

4.8 Photo Evidence Requirement

Customers must provide photographic evidence when requesting an exchange or return.

4.9 Repackaging Fee

Items returned without their original packaging, or with damaged packaging, may incur a repackaging fee.

4.10 International Orders

For custom-made or imported items (for example, from Turkey, Indonesia, or other countries), the standard lead time is up to **120 days**. Delays caused by customs clearance, port congestion, or international logistics do not constitute grounds for cancellation or refund, except as provided in Section 4.4.

4.11 Manufacturer Error Upon Timely Delivery

In rare cases where an item is delivered on time but does not match specifications due to a manufacturer or supplier error, Ferro will act as an intermediary to resolve the issue:

- The customer must report the issue within 48 hours of delivery.
- Resolution may include part replacement, full product replacement, or, in some cases, a partial refund, depending on the manufacturer's process.
- This does not constitute fault on Ferro's part, and additional production and delivery time may be required.

4.12 Supplier-Related or Production Chain Disruptions

Ferro is not responsible for delays, substitutions, or changes caused by manufacturers, international shipping partners, customs authorities, or third-party suppliers beyond our control, except as provided in Sections 4.4 and 4.13.

4.13 Discontinued or Unavailable Products

If a fabric, finish, color, or model selected by the customer becomes discontinued or unavailable from the manufacturer during the production period, Ferro will notify the customer as soon as reasonably possible and offer, at the customer's choice: (a) a comparable substitute at no additional cost; (b) an alternative selection, with any price difference credited or charged as applicable; or (c) cancellation of the order with a full refund of all amounts paid. Ferro shall not be liable for any indirect or consequential damages arising from such discontinuation.

4.14 Chargeback and Credit Card Dispute Policy

If a customer initiates a chargeback after confirmed delivery, Ferro reserves the right to provide delivery evidence, including signed documents, photos, and time-stamped records, to dispute the claim. Ferro asks that customers contact us first — most matters are resolved faster, and in full, without a dispute. Nothing in this Policy limits the customer's right to dispute a charge with their card issuer.

4.15 Electronic Communications, SMS, and Consent

By placing an order or scheduling delivery, the customer agrees to receive updates, confirmations, and service-related notifications via email, SMS, or phone. Consent to receive SMS or text messages is not a condition of purchasing any goods or services from Ferro. Message and data rates may apply, and message frequency varies. Customers may opt out of SMS communications at any time by replying "STOP," and may reply "HELP" for assistance. Customers must ensure their contact information is accurate and up to date. Ferro is not responsible for missed communications due to outdated or incorrect information.

5. Legal Terms and Protections

5.1 Governing Law

This Policy shall be governed by and interpreted in accordance with the laws of the State of Georgia.

5.2 Arbitration Agreement

Any disputes arising out of or relating to this Policy or any purchase shall be resolved exclusively through binding arbitration in Fulton County, Georgia, pursuant to the rules of the American Arbitration Association (AAA).

THE CUSTOMER WAIVES THE RIGHT TO A JURY TRIAL AND, TO THE EXTENT PERMITTED BY LAW, WAIVES THE RIGHT TO PARTICIPATE IN ANY CLASS ACTION. Nothing in this Section prevents either party from bringing an individual claim in small claims court for disputes within that court's jurisdiction.

This arbitration provision is a material term of the parties' agreement. The customer's acceptance of this Policy, as described in the Acceptance and Incorporation section below, confirms review and acceptance of this provision.

5.3 Right to Cure

Before initiating arbitration or legal action, the customer must provide Ferro with written notice of the dispute and allow 60 days to resolve the issue.

5.4 Severability

If any provision of this Policy is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

5.5 Entire Agreement

This Policy, together with the signed order form and invoice, constitutes the entire agreement between the parties and supersedes all prior statements or representations.

Acceptance and Incorporation

This Policy is an integral and inseparable part of the estimate, order form, and invoice to which it relates. It is delivered to the customer together with the estimate and the invoice, and a current copy is published at https://ferozzi.com/order-policy/.

The customer accepts this Policy in full by any one of the following: (a) signing the estimate, order form, or invoice; (b) making a payment or deposit toward the order; or (c) accepting delivery of the products. Each of these acts constitutes acknowledgment that the customer has received, read, and understood this Policy, including the limited warranty and its exclusions in Section 3.6 and the arbitration agreement and class action waiver in Section 5.2.

The customer is asked to review this document carefully before making a payment. If anything in it is unclear, or if the customer does not agree with any provision, the customer should contact Ferro at info@ferozzi.com or +1 (470) 380-2214 before payment is made.

No employee, representative, or third party is authorized to vary, waive, or add to these terms except in a writing signed by an authorized representative of Ferro Furniture LLC. This Policy, together with the estimate, signed order form, and invoice, constitutes the entire agreement between the parties and supersedes all prior statements or representations.

Questions about this Policy? Contact us at info@ferozzi.com or +1 (470) 380-2214. A current copy of this Policy is always available at https://ferozzi.com/order-policy/. The Ferozzi website and store are operated by Ferro Furniture LLC, d/b/a Ferozzi Furniture & Ferozzi Design.