



RESOURCE FURNITURE BC LTD.
TERMS AND CONDITIONS OF SALE

ACCEPTANCE OF TERMS: The terms of the sales order constitute the agreement between the undersigned purchaser and any client of the undersigned purchasers for whom the purchaser is purchasing the product(s), "Purchaser", and Resource Furniture BC Ltd., "RFBC". The agreement supersedes all prior oral and written agreements between Purchaser and RFBC relating to the items listed in the Sales Order. Sales orders are binding and final; payment by Purchaser of the initial deposit constitutes acceptance of these Terms and Conditions of Sale.

AGENT AUTHORITY: Any interior designer or other similar design professional purchasing one or more products on behalf of a client of the design professional warrants that, in signing these Terms and Conditions, they: (a) are acting as an agent for the ultimate user of the product(s) to whom the product(s) will be delivered and/or installed, (b) have the authority to bind the ultimate user to these Terms and Conditions, and (c) will provide and explain these Terms and Conditions to the ultimate user of the product(s) on whose behalf they are purchasing the product(s).

NO MODIFICATION: No salesperson or representative may, in any way, alter these Terms and Conditions of sale orally or in writing.

DEPOSITS NON-REFUNDABLE; NO CANCELLATIONS, NO RETURNS: Deposits made to RFBC are not refundable under any circumstances. After payment of the deposit, Purchaser may not cancel the Sales Order under any circumstances. Any cancellation authorized by RFBC in writing shall be contingent upon payment by Purchaser of the greater of a restocking charge of twenty-five percent (25%) of the purchase price or forfeiture by Purchaser of the deposits paid. RFBC does not accept returns of purchased products.

FINAL PAYMENT: RFBC shall not be required to make delivery until Purchaser's order is paid in full. If Purchaser fails to make final payment to RFBC within ten (10) days of issuance of a final invoice, Purchaser shall be responsible for payment of a storage charged at the rate of three percent (3%) of the Sales Order per month, plus the actual cost of transferring the merchandise to storage, which will be added by RFBC to the final balance due from Purchaser. If final payment is not received within thirty (30) days of issuance of a final invoice, at the option of RFBC, the order will be canceled at the forfeiture of the deposit paid by Purchaser.

CUSTOM ORDERS: Custom orders are sold on a deposit/collected before delivery (CBD) basis. Purchaser shall pay to RFBC 50 percent (50%) of the total Sales Order (including charges for tax, delivery, and installation) at the time the Sales Order is issued. Purchaser shall pay the remaining balance upon issuance of final invoice when the merchandise is completed at the factory, and shipped to Vancouver.

IN-STOCK, FLOOR MODELS, CONCRETE WALL: In-Stock, Floor Model, and Concrete Wall orders, are sold on full payment. Purchaser shall pay to RFBC one hundred percent (100%) of the total Sales Order (including charges for tax, delivery, and installation) at the time the Sales Order is issued.

CLERICAL ERRORS: All prices and amounts on any Sales Order are subject to correction for clerical errors or omissions.

SHIPPING: All orders are FOB RFBC Vancouver warehouse unless otherwise indicated. Any delivery date listed on the Sales Order is approximate. RFBC shall not be liable for delays beyond its control including but not limited to delays caused by the manufacturer, shippers, customs, or other governmental agencies, strikes, weather, acts of war, terrorism, fire, pandemics, earthquakes, floods, or Acts of God.

DELIVERY & INSTALLATION CHARGES: Unless otherwise noted on the Sales Order, Purchaser shall be separately responsible for all delivery and installation fees and applicable taxes. Delivery charges are dependant on Purchaser's delivery address and product(s) delivered. Installation by RFBC is charged at \$175 per hour within Greater Vancouver Area for a team of two (2), with a minimum charge of two (2) hours. Installation by RFBC outside of Greater Vancouver Area is charged at \$190 per hour for a team of two (2), with a minimum charge of two (2) hours. Travel time is charged at \$90 per hour, with a minimum charge of one (1) hour. For installations within Downtown Vancouver, a surcharge of \$95 will automatically be applied. For installations there is usually a substantial amount of packaging that needs to be disposed of. At Purchaser's request RFBC can remove this packaging (GVA installs only) at a surcharge of \$125. Delivery and installation cancellations must be made more than forty-eight (48) hours in advance. If Delivery or Installation is cancelled with less than forty-eight (48) hours notice, a \$300 cancellation fee will be issued to Purchaser for immediate payment. Purchaser shall pay to RFBC one hundred percent (100%) of the total cost for Delivery and Installation services upon receipt of the invoice.

DAMAGED, DEFECTIVE OR INCORRECT MERCHANDISE AT TIME OF DELIVERY BY RFBC: Purchaser shall inspect all merchandise immediately upon delivery. If there is any problem whatsoever, Purchaser shall immediately contact RFBC at 604 899-8874. If, upon inspection, RFBC determines that Purchaser has received a damaged, defective, or incorrect item then RFBC will replace or repair the defective or damage merchandise within a reasonable period of time. RFBC is not responsible for damages in transit when shipped from our Vancouver warehouse to Purchaser's delivery address when using a 3rd party delivery service or if items are picked up by the purchaser.

INSTALLATION & INSPECTION: Assembly and installation of wall beds and non-freestanding cabinets/closets by an experienced or licensed professional is required. When assembling and attaching wall beds or non-freestanding cabinets/closets to a wall, it is imperative to follow the instructions provided with the product and to address any unique circumstances of the wall to which the wall bed or non-freestanding cabinet/closet will be attached to ensure that it is properly secured to the wall. Failure to follow these instructions could result in an improper installation and may cause serious injury or death. Purchaser agrees that RFBC shall not under any circumstances be held liable for any injury whatsoever relating to, or arising from, a wall bed or non-freestanding cabinet/closet that was not assembled or installed by RFBC, or by an outside installer hired through RFBC.

INSPECTION: All wall beds and non-freestanding cabinets/closets should be inspected regularly to ensure they are properly secured to the wall. If at any time purchaser is unsure whether the wall bed or non-freestanding cabinet/closet is properly secured, purchaser agrees to stop using it immediately and to contact vancouver@resourcefurniture.ca. Purchaser agrees to have RFBC re-inspect the installation every five (5) years from the date of initial installation; purchaser shall be solely responsible for scheduling such re-inspection and the warranty is subject to such an inspection.

LIMITED WARRANTY & CLAIMS: Subject to the limitation set forth below, RFBC warrants its products (other than wall bed mechanisms) to be free from defects in material or workmanship for a period of two (2) years from the date of delivery, provided that the product was assembled and installed by RFBC or a certified or licensed professional, and used by Purchaser solely under conditions for which it was designed. RFBC warrants wall bed mechanisms for life in residential applications and for five (5) years in commercial/contract applications (excluding wall bed electronic motors, which are warrantied for a period of five (4) years). This warranty is contingent upon the following conditions being satisfied at the time of request for a warranty service: (a) the wall beds were assembled and installed by RFBC or a certified or licensed professional, (b) not disassembled and/or moved from the original installation site, (c) used by Purchaser solely under conditions for which it was designed, and (d) in residential applications. Any rental situation is considered a commercial application. This limited warranty applies to parts only and excludes normal wear and tear and defects or deficiencies resulting from the use of customer-supplied materials. For a warranty claim by Purchaser to be valid, Purchaser must notify RFBC in writing during the warranty period and within thirty (30) days of discovery of the defect by Purchaser. Purchaser must allow RFBC (or its agents) to inspect the claimed merchandise. If Purchaser follows the above procedures, and if RFBC accepts Purchaser's warranty claim, RFBC shall, in its sole discretion either provide a replacement part, repair, or otherwise correct any defective part of product, covered by this warranty within a reasonable time frame. RFBC is not responsible for additional installation costs related to replacement parts. All warranties listed above apply only to the original Purchaser, are non-transferable, and shall terminate if the merchandise is removed and reinstalled in its current location, or installed in a new location by one other than RFBC or a certified or licensed professional.

MATERIALS: Due to natural variations over which RFBC has no control, all items containing materials natural or manufactured including (without limitation) fabric, leather, wood, steel, lacquers, laminates glass or stone are sold subject to variations or irregularities of colour, grain and texture. RFBC does not guarantee matching of colour, grain or texture except as specified in the sales order.

CUSTOMER'S OWN MATERIAL: RFBC does not assume responsibility for the appearance, durability, flammability, colorfastness, suitability or other qualities of customer-supplied material on finished products and is not responsible for any unsatisfactory results or deficiencies resulting from the use of such materials.

HOME MEASURE SERVICE (OPTIONAL): This service is offered to Purchaser at a cost of \$300 per room plus applicable taxes. RFBC will not be responsible for product(s) that do not fit in Purchaser's space if client is providing measurements and home measure service isn't conducted.

ELECTRICAL OUTLETS: Any receptacles (plugs) or switches that land within the space that the wall beds or non-freestanding cabinets/closets will be mounted should be properly addressed prior to installation. If outlets need to be relocated it is the clients responsibility to ensure that this work is taken care of by a licensed electrician before installation.

STORAGE: Upon arrival to Vancouver, RFBC agrees to store the product(s) in our warehouse for one (1) whole calendar month free of charge. After this time storage at RFBC's warehouse is charged at \$300 per cubic meter for one (1) additional month. Purchaser will be responsible for storing their order at a different location if long term storage is required. Purchaser shall pay to RFBC one hundred percent (100%) of the total cost for storage fees upon receipt of the invoice, prior to delivery of the product(s).