



1200 Menlo Drive NW, Atlanta, GA 30318

www.kingsfineartdecor.com

T: 404-355-8995

F: 404-355-4115

KINGS

“The Designer’s Resource”

TERMS AND CONDITIONS

ACCEPTANCE OF A CUSTOMER’S ORDER AND/OR THE PROVISION OF ANY SERVICE BY KINGS IS CONDITIONED UPON THE ACCEPTANCE OF THESE TERMS & CONDITIONS

In-Person Purchases of Floor Merchandise & In-Stock Wall Decor. Items purchased from Kings consisting of floor sample merchandise and in-stock wall decor may be exchanged for **store credit** only if returned within 48 hours of purchase, in original and unused condition, with all packaging intact. Discontinued AND Discounted merchandise is sold “As Is” and is not returnable after sale. “As Is” items are sold with **NO WARRANTY** (See Limited Warranty below). After 48 hours, all sales are considered final.

Notwithstanding the foregoing, all pillows, accessories and custom accent sales are not returnable under any circumstances. Customer is responsible for all costs related to returning an item to Kings.

Web Orders/Telephone Orders. Orders of in-stock merchandise made through our website or by telephone are not cancellable or refundable once shipped.

Special/Custom Orders. Special or Customer Merchandise Orders, including custom wall decor, are being ordered especially for Customer and may not be modified or cancelled once Kings receives payment for the order. Kings will not place a Customer order until full payment of the amount due is received by Kings. Sales Orders are null and void five (5) business days from the date of the Sales Order.

Receipt of Special/Custom Order items on or before a specific date is not guaranteed by the vendor or Kings. Special/Custom Order items can take up to 90 to 120 days or more to fulfill depending on their complexity. Lead times are subject to change and vendor production cancellations do occasionally occur, at which time the Customer will be given the opportunity to reselect the item or cancel for a full refund, net of any amounts due Kings at such time. Customer’s receipt of a freight/receiving invoice for any item will indicate that item has shipped. Balance invoices are due and payable upon receipt by Customer. The non-receipt of any item shall not waive the requirement that payment is due on any item received.

Disclosure of Additional Fees & Charges. Vendors have taken to raising prices with little to no notice. All Special/Custom Order merchandise is subject to change due to vendor price increases, surcharges, freight, drop-ship fees, fuel surcharges and tariffs which are generally not known until an invoice is received from the Vendor at the time the goods are shipped. These extra costs will be invoiced as they are incurred, and payment is due on receipt.

Sales/Use Tax

(a) In-State Sales. Sales or drop shipments to addresses within the State of Georgia are subject to Sales Tax unless Customer provide Kings with a r valid sales tax exemption certificate, or resale certificate, Form ST-5 prior to purchase. Kings will not refund Sales Tax collected on prior sales. A Sales Tax certificate is only valid if the Customer placing the order and name on the sales tax certificate are identical.

(b) Out-of-State Sales. Kings does not collect sales tax on goods shipped to a destination outside of the State of Georgia. In some instances, drop shipping merchandise to another state may incur Sales Tax in that State. Any such tax shall be paid to Kings as a surcharge.

Marble/Stone/Granite Disclaimer. Marble, Stone, and Granite are products of nature and no two pieces are alike. There will be unique variations in color, and each piece has its own distinctive beauty.

Leather Disclaimer. Leather is a natural product produced as a byproduct of animal hides (mostly cows, steers, and water buffalo). Due to the life-style of the animals, leather will always have natural markings such as brands,



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insect bites, scars, wrinkles, stretch marks, abrasions, and burns. These markings are not considered defects but rather indications of true genuine leather.

Fabric Disclaimer. Digital images cannot provide an exact reproduction of the color of a fabric and fabrics are subject to variation owing to dye lots. Upholstered furnishings ordered at different times may not come from the same dye lot and consequently may be impossible to match. Customer acknowledges that they were shown an actual fabric sample or cutting of the fabric from the current dye lot prior to ordering.

Wood Disclaimer. The appearance of the wood used to build a particular product may be different than that of the wood used in the furniture observed on the showroom floor, appearing on-line or shown to the Customer in person. Hardwoods may contain mineral deposits, pits, gum streaks, small pin holes, knots, color differences, unusual grain patterns, darker heart wood, lighter sap wood, etc. However, it is these attributes that comprise the beauty of hardwood furniture.

Variations in Custom Goods. Due to the nature of custom items, Customer understands that sizes, color and texture may vary slightly and there may be some minor design inconsistencies.

Guardsman. Customer was offered a Guardsman furniture protection plan. If you elect Guardsman furniture protection, you will need an internet connection, computer and to provide personal information to register your Guardsman furniture protection plan(s).

Inspection on arrival. Customer must inspect goods in the presence of the carrier before accepting the goods. Any shortage/damage must be clearly marked on the Carrier's delivery receipt at time of delivery. If Customer accepts the goods as is, Customer waives any claims despite any damage or shortage by carrier. Kings is not responsible for goods damaged/shorted in transit unless noted at the time of delivery.

Customer agrees to notify Kings immediately of any delivery exceptions that were noted on Carrier's delivery receipt. When notated correctly, Kings will work with the carrier and customer to get the item(s) replaced/located. All fulfillment by Kings is shipped F.O.B. Atlanta, GA 30318.

Changes, Cancellations. To cancel an order, Customer must do so in writing by returning a copy of the Sales Order marked "CANCEL" with your signature and date ("Notice of Cancellation"). You may email your Notice of Cancellation to kings@kingsatlanta.com, fax to (404) 355-4115 or mail to Cancellations, Kings Home Furnishings, 1200 Menlo Dr NW, Atlanta, GA 30318. In the event that a cancellation or return is accepted notwithstanding anything to the contrary contained herein, a minimum 50% restocking fee of the total of the Items shall be due, plus applicable sales tax. Balances over the restocking fee shall be issued as Store Credit Only and must be used within one (1) year of the date issued or shall be forfeit.

Payments. Kings accepts several forms of payment including check, Zelle, ACH and most major credit cards. Kings reserves the right, in its sole discretion and without notice, to discontinue acceptance of any form of payment or condition the acceptance of a specific form of payment. ***Payments by credit card are subject to a convenience fee.***

Checks will be converted to an ACH payment upon deposit. An insufficient funds fee of \$50 per check shall be payable in addition to any balance due.

Failure to Take Delivery. Unless other arrangements have been made in writing, items shipped to Kings require that they be collected within 90 days of receipt by Kings and all outstanding amounts be paid in full. Thereafter, Kings may rely on the fact that (a) Customer has failed to take delivery, or (b) Customer has failed to make all required payments on or before the last day of such 90 day period, as definitive proof that Customer has abandoned the items and has elected not to fulfill its obligations hereunder. In so doing, Customer surrenders any claim or interest in the Items as liquidated damages to Kings, and thereafter, Kings shall have no further duty or obligation to Customer. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty. Nevertheless, abandonment of any item shall not relieve the Customer from payment of any amounts due hereunder.



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Warehouse Services & Storage Agreement. The most recent version of Kings' Warehouse Services & Storage Agreement is incorporated herein by reference. Customer may review the terms of the Warehouse Services & Storage Agreement on Kings' website at www.kingsdineartdecor.com.

RETURN POLICY

Before Returning Goods. Prior to returning any goods, Customer must contact Kings for a Return Merchandise Authorization Number (RMA #). The RMA # must accompany all returned goods. Kings shall refuse to accept any returned goods which fail to adhere to the return policy instructions or which lack an RMA #. Customer must return the goods within 15 days of obtaining the RMA#.

Shipping Costs. Customer shall be required to return the goods at their own expense and Customer must provide tracking number and proof of delivery upon Kings' request. However, if Customer is returning defective goods or goods which were shipped to them incorrectly, Kings will issue a call tag and Kings will be responsible for the cost to return.

Refunds. Please allow 6-8 weeks to process. Refunds are paid by Company Check only and mailed to the address on file. Refund checks must be cashed within 60 days of issuance, or they are void.

LIMITED WARRANTIES

Discontinued and discounted goods are sold "AS IS" and may not be returned for any reason.

All Other Goods.

(a) LIMITED IMPLIED WARRANTY OF MERCHANTABILITY: KINGS EXPRESSLY LIMITS ANY WARRANTY OF MERCHANTABILITY WITH RESPECT TO ITS PRODUCTS TO 30 CALENDAR DAYS FROM THE DATE OF PURCHASE.

(b) NO IMPLIED WARRANTY OF FITNESS: KINGS EXPRESSLY DISCLAIMS ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO ANY OF ITS PRODUCT BEING SOLD.

(c) EXCEPT AS PROVIDED HEREIN, KINGS' MERCHANDISE IS PROVIDED "AS IS".

MISCELLANEOUS

Application and Priority of Payments. Payments received and any proceeds arising subject to these Terms & Conditions will be applied first to outstanding incidental expenses, then to outstanding Late Fees, then to outstanding Warehouse Services Fees, then to outstanding Cancellation Penalties/Restocking Fees and finally to any other balance outstanding, without duplication.

Force Majeure. In the event that Kings shall be prevented from performing any of its obligations due to an act of God, or other event beyond its control, Kings shall be excused from performance of the obligation.

Attorney's Fees. Kings may recover all reasonable costs incurred in collecting any delinquency on a Kings account, including collection agency fees, attorney's fees and any and all other costs associated with the collection of the delinquent account through and including the final resolution or adjudication of the delinquency.

Choice of Forum and Choice of Law. Any disputes arising in connection with these Terms & Conditions shall be submitted for resolution exclusively to the courts in Fulton County, Atlanta, GA. This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Georgia, without regard to the conflict of laws provisions therein.