

1. Ordering Information INITIAL HERE _____

We ask that you either fax or email this order form to us once it is completed and signed. Our fax number is in the top right corner of the first page. If you prefer to email your order form, ask your sales associate for the appropriate email address.

You must sign the order form and terms and conditions page before the order is placed. By signing the order form, you are agreeing to purchase what is listed on the attached order form. You are also agreeing to all terms and conditions listed here and on our website under the "Delivery" heading at the following address on our website, <http://www.lexfurniture.com/faq.php>.

A copy of your sales invoice will be emailed or mailed to you after your order has been placed. It is also your responsibility to be sure you review your copy of the invoice that has been sent to you for accuracy and if you have any questions or concerns please contact your sales associate immediately.

Our ability to cancel or change your order will be determined by our ability to cancel or change your order with the manufacturer. Once an order has been entered into production or shipped it is not possible to cancel or make any changes. Your order must be accepted as ordered. If we are able to cancel your order with the manufacturer we will gladly refund your deposit.

Lexington Furniture Company's sales are all special orders – furniture ordered especially for you from the manufacturer. We do not order or deliver furniture 'on approval'.

Lexington Furniture Company cannot be responsible for errors pertaining to information you may have received from other sources. If there are costs associated to correcting these errors, it will be done at your request and expense. This includes but not limited to finishes, leather and fabric samples, and any other information that you have seen or gotten from other places including but not limited to other stores or other websites. Please make sure to double check item numbers or names of leathers and fabrics that you may have received from other sources. We want to insure that you get the furniture the way that you want it and getting the item, fabric, and leather numbers correct is an important step.

ALL orders are special orders from the manufacturer, made specifically for you! Delivery times vary greatly depending on what you order, vary by the manufacturer and availability. Typical delivery time to you is approximately 10 and 12 weeks. This is only an estimate, NOT A GUARANTEE. When it comes to order times, we are at the mercy of the manufacturer and their production and shipping schedules. We cannot be responsible for delays due to production scheduling or availability of frames, fabrics, or leathers.

The balance due on the order plus any delivery charges will be charged to the credit card listed on your order form once the furniture ships from the manufacturer and is received at the delivery company. You will receive an email detailing the transaction including some in-home delivery information sent to the email address provided on the order form. Please note on the order form if you would like to be contacted BEFORE your balance is charged.

After the final payment has been made, we will release your order to the delivery service, and your delivery will be scheduled on the first available truck in your area.

2. Delivery Information INITIAL HERE _____

Our delivery company is West Express Inc. They are based out of High Point, North Carolina. This is great in terms of proximity to the manufacturers, just not always great in terms of proximity to your home. All of the trips will originate from North Carolina.

The delivery company will be contacting you a minimum of 10-14 business days after the release of the order. At that time, you will be given an estimated date and time for the delivery. **Because there are many deliveries on a truck, the actual arrival time may not be precise. Please keep in mind the delivery service travels hundreds of miles and adaptability to change is both expected and appreciated.**

Please be sure that the furniture you have ordered will fit in the designated rooms, and through all entrances and hallways. If maneuverability is limited, neither the delivery service nor Lexington Furniture Company will be responsible for any damage that could result in attempting placement. No returns or refunds are allowed for item(s), which cannot be delivered due to size and space constraints. You must accept your delivery as ordered.

The in home delivery service insures your delivery for transit damage, the manufacturer warrants your furniture for defects in material and workmanship. Lexington Furniture Company insures your order for any re-delivery charges, should you require a return delivery due to transit damage or manufacturer defect.

If you cannot be there to accept the delivery, please arrange to have a responsible person present to accept your delivery. The delivery service will rely upon his or her signature as authorized to inspect and accept delivery.

If you cancel your scheduled delivery or no one is home to accept the delivery, a re-delivery fee may be charged.

It is not the responsibility of the delivery service to remove cartons or crates. This is a violation of the ICC rules. The delivery service will place them in a location that you specify in your home.

3. Service Information INITIAL HERE _____

We pride ourselves in our commitment to service that every sales associate provides to each client. Our integrity is very important to us and we feel it is our obligation to be sure our customers are aware of and understand the process of purchasing furniture.

Lexington Furniture has established policies and procedures, which you agree to at the time your order is placed

It is imperative that you inspect each piece of furniture while the delivery service is still in your home. ALL damaged or defective items should be returned with the in home delivery service. Please do not allow the driver to persuade you to keep items which you feel should be returned.

Please return only the unacceptable item(s) and not any companion pieces. If your delivery is during our normal business hours, please call us with any questions or concerns. We will be happy to talk with you and/or the delivery team.

Upon returning to the delivery service, a quality control representative from the delivery company will determine whether the item needs to be **deluxed (restored), repaired, or replaced** by the manufacturer. We will work with the delivery company to ensure the process is done in a timely fashion. In order to give your returned item(s) the care and attention it requires, please allow us adequate time to evaluate the problem. Lexington Furniture Company's customer service representative, Joe Baughn, is available to keep you updated with the status of your order. You may contact him at any time at (859)254-5362 ext. 124 or at jbaughn@lexfurniture.com.

3. Service Information (cont.) INITIAL HERE _____

If you notice damage or defect after the in-home delivery service has left your home, you must contact customer service at Lexington Furniture Company immediately. In these instances, you may be required to pay additional shipping, repair, and/or replacement charges.

Any piece that is refused due to damage will be inspected by a qualified technician provided by the delivery company to determine whether the item needs to be repaired or replaced. (Note: The replacement of damaged furniture is at the discretion of the manufacturer.)

Many times the materials used in the production of furniture are natural and contain certain inherent characteristics that may appear to be a flaw, but in reality are acceptable within the standards set forth by the manufacturer. When the delivery service asks you to sign that your product is in good condition, you must inspect it very carefully. If you discover a problem with your product during inspection, refuse the item and note the problem on the bill of lading. A signed bill of lading without notation states everything is satisfactory may limit your ability to receive service.

A qualified craftsman can usually correct cosmetic or minor problems. Remember that furniture is both man-made and hand-made out of natural products. It is possible that a repaired item can be as good, if not better than a replacement.

Lexington Furniture Company WILL NOT be responsible to assist in the repair or replacement of items unless damages and/or defects are noted on the original bill of lading.

Lexington Furniture Company warrants that all merchandise will be shipped in a condition that meets standards set by the furniture manufacturer. All of our products come with a full manufacturer's warranty, which vary in length from one year to "limited lifetime". We will repair or replace, at our option, any defective merchandise or any merchandise damaged in transit at no charge.

Warranties apply only to the original purchaser upon proof of purchase. Defects caused by abuse or negligence are not covered. We do not warrant the wearing ability, colorfastness, stretching or shrinking or furniture coverings. Colors and grain variations in wood and leather are nature's own and enhance the value of your furniture. Additionally, the inherent characteristics of fine woods affect how they absorb stain. As a result, Lexington Furniture Company cannot ensure the matching or related pieces or various surface stains on the same items. If you have seen a piece at a different location, the possibility that the shade of the piece you receive may vary due to different production runs and different manufacturing dates.

Fossil stone, marble, and granite are natural products. Inconsistencies in color and grain should be expected and appreciated. These characteristics are within industry standards are acceptable.

4. Return Policy INITIAL HERE _____

What is your return policy?

Lexington Furniture Company orders furniture direct from the manufacturers specifically for you. Many times, the fabric or leather, finish colors, or any other options are all ordered based on your choice. Therefore, once an order has been processed, put into production, or has shipped from the manufacturer, it cannot be canceled for any reason. Due to the level of customization of your order, no refunds are available if a shipment is refused. No refund will be given for damaged merchandise, as we reserve the right to repair damaged furniture, whatever the cause.

5. Miscellaneous Information INITIAL HERE _____

What should I know about my furniture?

- All beds come with some form of support system that touches the floor underneath the bed and will be able to be seen from the end of the bed.

- Wood furniture needs to be cared for only with approved cleaners and polish. Use of some types of cleaners will damage the finish of your furniture. This will not be covered by your warranty. If you need direction on which type of cleaner to use, feel free to call us.

How does the Closeout Section work?

Our ability to offer great products at a great price in our Closeout Section can be a wonderful opportunity for our customers to purchase high quality furniture at a great price. A couple of things about the Closeout Section:

- The items in our Closeout Section are available to you as a customer solely based on the availability from the manufacturer. The inventory changes quite rapidly, so if you see something you would like, act fast.

- Delivery to your home is not included in the price shown on the website. If applicable, there could be some in-bound freight charges in addition to the delivery charge and purchase price.

6. Privacy Statement INITIAL HERE _____

Lexington Furniture Company is committed to providing the finest service for our customers. Good communication is central to good service.

We may use forms to occasionally request information on what we can help you with and how we may contact you. This information is used exclusively to answer questions you may have or to provide quotes you've requested. As a practice, we do not sell our customer's information to other companies.

When using some parts of the site, we may occasionally ask your browser to help us follow your progress. This information is used only to facilitate your use of a specific feature, such as building a quote request with our collections catalog, and will be forgotten once you close your browser.

7. Pricing/Content Disclaimer INITIAL HERE _____

The information on the lexfurniture.com website may contain typographical errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update the information at any time without prior notice (including after you have submitted your order). Please note that such errors, inaccuracies, or omissions may relate to product description, pricing and availability. We also cannot be held responsible for the accuracy of the pictures that are shown on our website. Although every effort will be made to make sure we have accurate information and photographs, this may occasionally happen and we cannot be held responsible. We apologize for any inconvenience this may cause you.

Signature: _____ Date: _____

BY SIGNING ABOVE, YOU AGREE TO ALL TERMS AND CONDITIONS OUTLINED ON THIS ORDER FORM AND ON OUR WEBSITE, www.lexfurniture.com. PLEASE ALSO INITIAL EACH SUBSECTION ON THIS PAGE. BY DOING SO, YOU ARE AGREEING TO THE TERMS AND CONDITIONS LISTED HERE.