

Furniture Mart USA Purchase Terms and Conditions

When you place an order to purchase products or services through this Site or with Furniture Mart USA, Inc. (or any of its affiliates or subsidiaries), you agree to and are bound by these Purchase Terms and Conditions as a supplement to the Terms of Use. You agree that our printed purchase receipt may incorporate these terms by reference to them.

Placing an Order.

You can shop 24 hours a day, 7 days a week at unclaimedfreightfurniture.com or thefurnituremart.com. If you place an order through our website, you'll receive notification upon confirmation of your purchase request and notification once the order has been manually processed by a Furniture Mart USA Sales Associate. For changes after an order has been placed, please call Customer Service at 1-844-565-4360 or 1-888-222-6429.

We accept Visa®, MasterCard®, American Express® and Discover® credit cards. Only one credit card will be accepted as we are unable to process an order on two separate credit cards. While we are unable to accept Furniture Mart USA Gift Cards online, you may visit your local Furniture Mart USA store to redeem.

Funds are authorized upon completion of the order and our credit card is charged once order has been manually processed and accepted by sales associate.

Product Availability; Pricing.

While we will use our best efforts to fulfill all orders, we cannot guarantee the availability of any particular product displayed on the Site. We reserve the right to discontinue the sale of any product listed on the Site at any time without notice.

We reserve the right, without prior notification, to limit the order quantity on any item and/or to refuse service to any customer. We may require verification of information before accepting an order.

We reserve the right, at our sole discretion, to refuse or cancel any order for any reason.

We may change information, including prices, of products and services listed on the Site.

All descriptions, images, references, features, Content, specifications, products, and prices of products and services described or depicted on the Site are subject to change at any time without notice (including after you have submitted your order). We will correct errors that we discover, and we reserve the right to revoke any stated offer and to correct any error, inaccuracy, or omission (including after an order has been submitted). Local store prices and products may vary by location. Product prices offered on the Site may vary from other advertised prices.

The prices displayed on the Site are in U.S. dollars and are valid and effective only within the United States, and such prices include estimated shipping and handling or sales tax, if applicable, which will be added to your total invoice price once delivery is scheduled. You are responsible for the payment of any shipping and handling charges and state and local sales or use taxes that may apply to your order. An amount equal to sales taxes and delivery charges must be paid at the time of purchase.

We cannot confirm the price of an item until you order. Despite our best efforts, a small number of the items listed on the Site may be mispriced. If the correct price of an item is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation.

Why we ask for your Zip Code.

To determine local product availability and pricing, we require your ZIP Code. The ZIP Code associates your request with a particular location/region. Your privacy is of the utmost importance to us so no personally identifiable information is captured when using this function.

Shipping and Delivery; Cancellation; Return Policy.

Some items purchased from the Site are made in accordance with direct shipment. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier. We deny any legal liability for the products and services offered on the Site. Please read the disclaimers and limitations of liability included in our Terms of Use for more information. Products on the Site may have the benefit of a manufacturer's warranty provided by the product manufacturer. Please see your product box and literature for details.

Special orders may not be cancelled and no refunds are given on these products. If a customer has taken possession of products, cancellation is no longer possible. Refunds on orders eligible for cancellation will be made using the original method of payment. Furniture Mart USA cannot guarantee a specific time frame for the return of customer funds. Refund checks may take 14 or more days to process after the order is cancelled. Please call SALES ASSISTANCE at 1-844-565-4360 for further cancellation policy questions.

Furniture Mart USA will ship certain online purchases directly to you. Large products will be shipped only within our service area and you will be responsible for pickup or delivery from a location convenient to you. Furniture Mart USA's service area covers most of eastern North Dakota, eastern South Dakota, Minnesota, northeastern Nebraska, western Wisconsin and most of Iowa.

Credit Card Information.

When you enter your credit card information, you allow Furniture Mart USA to obtain payment authorization and to reserve funds equal to the total purchase amount on your credit card. Your card will not actually be charged until your order is processed, and you can cancel your order before it is processed without incurring a charge. After your order is processed, it will be prepared for shipment. Furniture Mart USA cannot reserve products prior to receiving payment.

Special Offer Limitations.

Occasionally we will offer special promotions to our customers that we refer to as "exclusive offers" or "VIP offer" or "VIP exclusive offer." This can include a gift with purchase, free shipping, manufacturer offers, or other promotional activity associated with a product purchase. These offers may be for a limited time only.

Promotions.

Any sweepstakes, contests, raffles, or other giveaways (collectively, "Contests") made available through the Site may be governed by additional rules. If you participate in any Contests, please review the applicable rules as well as our Privacy Policy. Unless you ask us not to, we may contact you via email in the future to tell you about specials, new products and/or services, or changes to this privacy policy. If the rules for a Contests conflict with these terms, the Contest rules will apply.

Advertised Offers and Discounts.

Except as noted, advertised price is based on posted regular price and is calculated on original total purchase price. Some exclusions may apply, including but not limited to Smart Buys, room packages, mattress purchases, clearance items and previous purchases. Prices are valid for a limited time only and

are subject to product availability and correction for mistakes. Promotional codes are not valid with online "Smart Buy" and Mattress purchases. For certain items that are offered as a set, discounts or savings displayed may represent the aggregate of our full retail price for each of the items included in the set.

Financing.

Furniture Mart USA provides different financing and payment options for in-store and online purchases, currently financing is only available in-store, not online. Please visit your local Furniture Mart USA for financing information and options.

Select financing options are available with the Furniture Mart USA credit card. The Furniture Mart USA credit card is issued by Wells Fargo Financial National Bank. Special terms for financing apply to qualifying purchases charged with approved credit at participating merchants. The special terms APR will continue to apply until all qualifying purchases are paid in full. The monthly payment for this purchase will be the amount that will pay for the purchase in full in equal payments during the promotional (special terms) period. The APR for Purchases will apply to certain fees such as a late payment fee or if you use the card for other transactions. For new accounts, the APR for Purchases is 28.99%. If you are charged interest in any billing cycle, the minimum interest charge will be \$1.00. This information is accurate as of 02/01/2016 and is subject to change. For current information, call us at 1-800-431-5921.

Colors, Style and Selection.

Furniture Mart USA makes every effort to accurately display the colors of products on our Site, however, we cannot guarantee that your computer monitor's display of any color will be accurate.

Style and selection of our products may vary from the Site. The product attributes, description and pictures represent our best attempt to convey the nature of the product, but they may not always reflect the items exactly.

Sales Tax

All merchandise purchases are subject to sales tax in accordance with the current state and local tax rates for the shipping/delivery destination. Estimated Sales Tax is calculated at the time of purchase and is generally based on the total selling price of each item, which, depending on local and state laws, may include discounts and shipping and processing charges. To the extent any of the factors affecting the calculation of sales tax change between the time you place an order and the time your credit card is charged, the amount appearing on your order as Estimated Tax may differ from the sales taxes ultimately charged.

Special Orders.

We require a 50% deposit on all special orders. We will do everything in our power to get your furniture as soon as possible. We will not be responsible for unanticipated delays by the factory, strikes, Acts of God or freight companies. Any projections on delivery times are approximate and cannot be guaranteed.

Delivery Methods.

The size and weight of your online purchase are factors that help us determine the most efficient delivery method.

Standard Shipping – We may ship smaller, lighter items directly to you. Items may require assembly. You'll receive notification as soon as the order ships. Please note that only eligible items will qualify for direct shipping to customer.

In-Home Delivery – Thefurnituremart.com and unclaimedfreightfurniture.com will deliver items to your home. After your purchase, a representative from our Delivery Department will contact you to

schedule an in-home delivery date and time. Within two business days of placing an order, you will be contacted to schedule In-Home Delivery. Please arrange for an adult to be present when the truck arrives. We understand timing is important, so if you need to reschedule the date, contact the delivery department as soon as possible at the phone number listed in your order confirmation.

Delivery dates are subject to product availability and other factors not within our control. All delivery dates provided on the Furniture Mart USA websites are estimates only. If your order cannot be filled, you will be given the option of substituting a product with similar pricing or canceling your order.

Delivery Process.

In most cases, the delivery process is:

- We will contact you to schedule a date for delivery once your product is in stock and paid in full. When choosing a day, make sure you select a date when you will be most available, as we do require an adult present during the delivery.
- When scheduling your delivery you may pick the DATE of your delivery but not the TIME. Our delivery trucks are routed for the most effective mileage and to efficiently serve all customers.
- We will contact you with an automated call 1 or 2 days prior to your scheduled delivery date with an estimated 2 to 3 hour time window during which the delivery team will arrive.
- Our delivery teams make every effort to keep on schedule and, in most cases, will arrive during the scheduled time window. However, unforeseen delays may arise.
- Occasionally, set up of product may extend past the time window.
- Delivery charges are separate and are not refunded after the service is complete.
- Payment of the delivery charge allows you to have warranty service provided at the delivery location (subject to all applicable terms in this Agreement) without paying a separate service trip charge during the one-year period from the date on your receipt for purchase.

If you do not schedule a home delivery date at the time of purchase, you will need to contact our delivery office at 877-395-8998. If you do not schedule a pickup date at the time of purchase, please contact your sales consultant at the store you purchased from or contact web sales at 1-844-565-4360.

Prior to delivery, please ensure that: (a) all of the delivered furniture will fit through your doorways, hallways, stairways and layout in the room, (b) your room is ready to accept your furniture as we will deliver and set up your new furniture but will not move existing furniture, and (c) all pathways both inside and outside are cleared of obstructions, breakable objects (including snow and ice during the winter months). For safety reasons, the delivery team is unable to remove their shoes.

We request a 48 to 72 hour notice if you want to reschedule or cancel delivery. You may incur an additional fee if you reschedule less than 48 to 72 hours prior to delivery, or if no one is home when the delivery team arrives. If delivery does not take place within 30 days of the original scheduled delivery date, the products will be released to fill other orders.

In-Home Delivery Fees.

In-Home Delivery fees are established by the team delivering your order. Delivery fees and services may vary market to market. We encourage you to review the delivery fees listed in the shopping cart prior to submitting your order. Note: additional fees may apply for delivery above or below the ground floor, or for other unusual circumstances.

Customer Product Pick up.

If you choose to pick up your product, please inspect the product during your pickup. If you later have a warranty claim, you will be responsible for bringing the product back to one of our locations for service.

Standard Shipping and Handling Fees.

All shipping and handling charges compensate us for processing your order, carefully packing and handling the items you purchased, as well as any related overhead.

Damage Notification.

For a damage issue with a Standard Shipping, call Customer Service at 1-888-222-6429 for parts and service. All damage to products must be reported within 7 days of delivery.

For In-Home Delivery Items, please take a moment at the time of delivery to thoroughly inspect all items. You may refuse to accept any broken or damaged items by making a notation on the delivery receipt. For any other items, you should note defects or damages on the delivery receipt and immediately report any product defects or damages by calling Customer Service at 1-888-222-6429. In the unlikely event that your home is damaged during the delivery of products, you must report it to the delivery crew if you notice it during the delivery, and in all other cases, a claim for damages must be reported within 24 hours of delivery by calling Customer Service at 1-888-222-6429. Please document the damage you claim with photographs.

Items that are refused will be covered by our Return Policy.

Change or Cancellation.

As soon as your order is placed, our fulfillment process goes into motion. To change or cancel an order, please follow the steps listed below. The sooner we receive a request, the faster we can revise your order.

For Standard Shipping, please call Customer Service at 1-888-855-6278. If the product has already shipped, you may return it under the policies set forth in these Terms and Conditions.

For In-Home Delivery orders, you can cancel the order simply by calling Customer Service at 1-888-855-6278. If you cancel your order at least 48 to 72 hours before the scheduled delivery time, we will simply cancel your order. If you cancel your order less than 48 to 72 hours prior to the delivery date, we will cancel the order but will charge your credit card the delivery fees.

Return Policies.

All returns or exchanges must be done within the first seven days of receipt of goods. Furniture must be in "like-new" condition. Customer is responsible for all transportation of goods. This policy does not apply to Special-Order merchandise, "AS-IS" merchandise, Clearance merchandise, floor models, bedding and mattresses. All returns are subject to management approval. A pickup charge equal to the original delivery charge will apply. Fabric protection cannot be returned or refunded after it has been applied. Delivery charges are non-refundable after receipt of your merchandise.

In order to receive the full amount of the refund described in this Return Policy, all item(s) must be in new/unused condition and returned with all accessories and parts and securely packed in all original packaging (unless the packing was removed as a part of the In-Home Delivery, in which case please re-pack in a manner to prevent damage during return shipping).

All returned item(s) are inspected immediately upon receipt. Any appropriate exchanges, credits and refunds will be issued for the purchase price of the returned item(s); taxes are refunded in accordance with applicable state law. With the exception of refunds for damaged or defective merchandise, shipping, delivery, and handling charges are nonrefundable, and return shipping or pickup fees may apply. Refunds

are made based on the payment method used at the time of purchase. Please allow 7–10 days following receipt of eligible returned item(s) for any credit or refund to display on your credit card statement.

Special Orders.

Special orders are limited to warranty services only. Special orders are custom made for you and are non-cancellable, non-refundable and non-exchangeable.

Service Policies.

All claims for product damage, including concealed damage, must be made within 7 days of receipt of the product. We warrant merchandise to be free of manufacturers' defects for a period of one year from date of receipt. This warranty does not apply to "AS-IS" or "CLEARANCE" merchandise, or conditions of ordinary wear, soiling and damage resulting from negligence, accidents, improper or commercial use or fading, pilling and pets. We will honor all manufacturers' stated warranties. Service claims after 7 days in your home are limited to repair only. Warranty claims and repairs do not include transportation costs. It is the customers' responsibility for transportation and/or changes.

Standard Shipping Items.

If your Standard Shipping item arrives damaged, please contact Customer Care within 7 days. For other issues concerning Standard Shipping orders, call us within 7 days after delivery and we will either repair or replace the item. For Standard Shipping items where a manufacturing defect is discovered after the 7-day return period, consult the manufacturer's warranty, if any.

In-Home Delivery Items.

You have 7 days after an In-Home Delivery to report that an item is delivered damaged, defective or if you are unhappy with it in any way.

Mattresses.

Premium mattress sets. Premium sets are eligible for a 120-night comfort guarantee and if you are not satisfied, you may be eligible for a "Comfort Exchange." A Premium set is a queen mattress set *with a price listed at \$799 or greater*. A Comfort Exchange is a one-time only exchange and a delivery charge applies for delivery of the new mattress and pickup of the original mattress. Clearance, Smart Buys, Special Purchase and Special Order mattresses do not qualify for the Comfort Exchange. A mattress protector must be purchased with the original Premium mattress from Furniture Mart USA to qualify for a Comfort Exchange, and must be installed on the Premium mattress from time of delivery and remain on the mattress through the time of pickup. Mattresses that are stained or damaged by the customer are not eligible for a Comfort Exchange. No refunds are given in connection with the Comfort Guarantee.

Non-premium mattresses. All other mattresses may be returned only in the event they are delivered damaged or later found to be defective. If your mattress is delivered damaged contact customer service within 7 days of delivery. Manufacturing defects that are discovered after 7 days may be covered by the manufacturer's warranty, and if any defects are discovered, please contact customer service. You are responsible for all charges related to both delivery of your original mattress set and delivery of an exchange mattress set.

Terms applicable to every mattress/mattress set purchase (including Premium). No refunds are given for any mattress or any mattress set at any time. Pillows, sheets, comforters, mattress protectors and other bedding do not qualify for the Comfort Guarantee and may not be returned or exchanged.

Check Processing.

When you provide a check as payment, you authorize us, at our discretion, either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call 605-336-5020. Check refunds will take approximately 10-14 days to process. Please note that checks are only able to be applied to in-store purchases and cannot be used for purchases made only on our Site.

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Effective Date August 22, 2016