

**COM/COL:** All COM/COL upholstery must be received at the provided address 10–12 weeks prior to the ship date requested by the customer. All COM/COL air freight charges to the factory will be billed back to the customer at the time of invoicing, including the cost of air freight as well as any customs and duties associated with the freight shipment. All COM/COL upholsteries are cut according to the fabric pattern at the discretion of Bryan Ashley unless otherwise directed by the customer.

**Item and Quantity Verification:** Bryan Ashley is not responsible for item and quantity verification. The customer and the designer must verify and confirm these details. The products that are the subject of the purchase order are custom manufactured by Bryan Ashley. All goods will be produced based on the approved drawings and acknowledgment. Approved drawings will supersede any purchase order or acknowledgment. **If you have any questions or feel there is any item that requires clarification, please contact us immediately.** Bryan Ashley warrants that the production product will match the approved sample product. Any production product which is non-compliant with the approved sample will be remedied by Bryan Ashley.

**Directional Fabrics:** Directional fabrics such as plaids, stripes, and certain patterns may not meet your expectations due to certain sewing patterns, tufting, and contoured shapes of certain styles and models.

**Fabric Application:** Bryan Ashley will match all fabrics that require matching such as plaids, stripes, or prints. Unless otherwise noted on the customer's purchase order, Bryan Ashley will apply textiles to upholstered items in the manner which we deem to be most appealing. Bryan Ashley takes no responsibility for the direction in which textiles are applied unless the desired direction is noted on the customer's purchase order.

**Supports:** Bryan Ashley is not responsible for engineering, providing, or installing any bracket or support systems for floating furniture. The supports must be engineered and provided by the general contractor or architect, and Bryan Ashley will ensure the furniture is engineered to receive the supports if a sample is provided.

**Cancellation:** No part of a purchase order may be cancelled by or on behalf of the customer after Bryan Ashley has started production. Production will be deemed to have started upon the occurrence of any of the following: (i) ordering of product by Bryan Ashley, (ii) receipt of product by Bryan Ashley, and (iii) materials being cut, ordered, or manufactured by Bryan Ashley.

**Shipping:** All orders are F.O.B. country of origin unless otherwise specified by Bryan Ashley on the acknowledgement.

**Fitting:** Bryan Ashley is not responsible for ensuring furniture fits through doors, corridors, or elevator cabs. **Bryan Ashley is not responsible for field verifications. Bryan Ashley will follow retails and dimensions as per final approved shop drawings.**

**Glides:** Bryan Ashley utilizes different types of glides in our products such as non-marring, non-skid, adjustable, plastic, etc. The type of glide used in a product depends on the product's design and typical application. Due to varying flooring materials and our inability to test on all flooring types, **Bryan Ashley assumes no responsibility for floors damaged by glides. For questions regarding glides, or to request specific glides, contact Customer Service at 954.351.1199.**

**Refrigerators / Mini-bars:** It is the customer's responsibility to have the manufacturer of any refrigerator and/or mini-bar unit review the shop drawings for adequate ventilation. Bryan Ashley is not responsible for damages to the furniture if the manufacturer's suggested ventilation requirements are not followed. If the customer fails to provide the manufacturer's suggested ventilation requirements to Bryan Ashley, then Bryan Ashley's warranty is voided. You may view Bryan Ashley's Limited Product Warranty at [bryanashley.com](http://bryanashley.com).

**Stone Materials:** Bryan Ashley does not warranty natural stone materials of any kind and from any origin. Due to the natural porous and etching properties of stone and marble, we cannot warranty against staining or natural stress cracks over time. You may view Bryan Ashley's Limited Product Warranty at [bryanashley.com](http://bryanashley.com).

**Veneer and Painted Tops:** We encourage the use of stone, glass, or laminate with solid wood edges for tops in any hospitality environment. We cannot warranty any veneer or painted tops without glass protection or use of alternate materials listed. You may view Bryan Ashley's Limited Product Warranty at [bryanashley.com](http://bryanashley.com).

**Remedies:** Notwithstanding anything else to the contrary in the purchase order or any other communications between Bryan Ashley and the customer, the customer's sole remedy for any breach or default by Bryan Ashley is for Bryan Ashley to repair or replace the product.

**Prop 65 Warning:** Certain furniture products can expose you to chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to [www.P65Warnings.ca.gov/furniture](http://www.P65Warnings.ca.gov/furniture).

**Indemnification:** Neither party indemnifies the other on any matter.

**Intellectual Property:** Bryan Ashley does not warrant nor indemnify against design infringements and Bryan Ashley and the customer acknowledge that the design has been supplied by the customer and is solely the responsibility of the designer and the customer.

**Photo Release:** The customer consents, understands, and acknowledges that Bryan Ashley may use images and/or text in communications distributed to the public, including on Bryan Ashley websites and social media platforms, that fairly and accurately identify, portray, and disclose facts related to the goods and services provided by Bryan Ashley to the customer, including without limitation the identity of the customer and the furniture manufactured by Bryan Ashley shown within the context of its intended or actual use by the customer. Customer consents to use by Bryan Ashley of images owned or licensed by customer that show furniture manufactured by Bryan Ashley consistent with these terms and any such use by Bryan Ashley shall be considered a fair use.

**Late Payments:** If the customer fails to pay Bryan Ashley any payment amounts when due, then, in addition to all other remedies available under any agreements between Bryan Ashley and the customer or at law, Bryan Ashley may charge interest on such late payments at a rate that is the lesser of 1.5% per month or the highest rate permissible under applicable law until the overdue amount, plus applicable interest, is paid in full.

**Governing Law, Jurisdiction, and Attorneys' Fees:** All matters arising out of or relating to this Acknowledgement, the Limited Product Warranty, any purchase orders, and/or any other agreement between Bryan Ashley and the customer shall be governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule, and any legal suit, action, proceeding, or dispute between Bryan Ashley and the customer shall be instituted in the appropriate federal court or state court sitting in Dubois County, Indiana, and the customers irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, proceeding, or dispute. Bryan Ashley shall be entitled to recover from the customer all expenses, including reasonable attorneys' fees, incurred by Bryan Ashley in the enforcement of the terms of this Acknowledgement, the Limited Product Warranty, any purchase orders, and/or any other agreement between Bryan Ashley and the customer.

You may also view these Standard Terms and Conditions at [bryanashley.com](http://bryanashley.com).