

## Terms and Conditions

<b>Prices</b>	All prices are net FOB our production facility. The prices are exclusive of delivery charges, crating, insurance, local delivery, uncrating and installation,	and any taxes. The prices are subject to change without prior notice.
<b>Carton/Crate for Shipping</b>	All net prices include cartons suitable for shipping via a responsible carrier. Prices do not include any special packing or crating that might be required for	shipment by common carriers, air carriers or for shipment to unique locations.
<b>Terms</b>	A deposit of 40% is required with the order and with balance payable prior to shipping. A deposit of 50% is required on orders with design modifications or special designs. Terms for established open accounts with <b>McMurray</b> require a 40% deposit with order.	Balances unpaid at the end of 30 days are subject to a late charge of 1½% compounded monthly. <b>Orders will not be put in production unless the deposit has been received.</b>
<b>Order Acknowledgement</b>	An <b>Order Acknowledgement</b> will be issued acknowledging receipt of a customer's purchase order <b>without</b> sufficient information to issue an <b>Order Confirmation</b> . This <b>Order Acknowledgement</b> will	request the required information. Upon receipt of all required information, an <b>Order Confirmation</b> will be issued.
<b>Order Confirmation</b>	Orders are subject to our acceptance with issuance of a formal <b>Order Confirmation</b> . Our <b>Order Confirmation</b> is final and binding. Any subsequent	changes must be requested in writing and are subject to our ability to incorporate the requested change.
<b>Cancellations</b>	<b>Cancellation of an order, if accepted, is subject to a 25% cancellation charge.</b> Orders with design modifications or special designs will not be cancelled	once the order has been confirmed. Please check your order confirmation carefully. Discrepancies must be brought to our attention in writing within 10 days.
<b>Quotations</b>	All quotations are valid for 60 days. Any quotation not accepted within that 60-day period may be subject	to revision. Quotations for COM/COL are subject to suppliers' current prices.
<b>Shipping</b>	<b>Complete instructions as to shipping and route should be given at the time an order is placed.</b> If such instructions are not received, we will exercise our judgment in selecting a carrier and route. We reserve the right to make special shipping arrangements in truckload or larger shipments and to make partial shipments. Invoices covering partial shipments are to be paid as they fall due. All shipping dates are approximate. All furniture is shipped at the customer's	risk, and <b>McMurray</b> is not responsible for delays and loss in transit or storage, or failure of delivery. Freight charges will be prepaid, upon special request, for accounts with established credit with <b>McMurray</b> . Prepaid freight will be invoiced at cost plus a 20% service charge. We will not be responsible for delays or failure of delivery caused by strikes, lockouts, fires, labor disputes, floods, storms, acts of God or any other causes beyond our control.
<b>Storage</b>	If a customer cannot accept delivery on the scheduled delivery date, we have the right to store the merchandise in a bonded storage warehouse at the	customer's expense. Such transfer to storage shall be deemed delivery to the customer for all purposes, including invoicing.
<b>Claims</b>	<b>McMurray</b> is not responsible for damage suffered in transit or storage. Before accepting any merchandise from the carrier, examine the shipment carefully. If there is any visible damage to the containers, insist that a notation be made above your signature on the bill of lading prior to signing. Claims for damage or storage by the delivering carrier should be filed with the carrier by the consignee within five (5) days of delivery. "Concealed damage" should be reported in writing to the carrier within five (5) days of delivery. When receiving furniture from an "uncrated" or	"blanket-wrapped" furniture carrier, remove the wrapping and examine the furniture before signing any receipt. Note any damage above your signature on the receipt and file a claim with the carrier within five (5) days of delivery. Failure to follow these instructions will constitute full acceptance of the merchandise. Any claim for defects in manufacture or material must be expressed in writing within five (5) days from the receipt of the merchandise and must contain sufficient information to enable our prompt attention.
<b>Returns</b>	No merchandise may be returned to us without our written consent and shipping instructions.	Unauthorized returns will not be accepted and will be returned freight collect.
<b>Sizes and Weights</b>	Sizes and weights are to be considered approximate. Weights include wrapping or cartons but do not	include any special crating that might be required.
<b>Title</b>	Title to merchandise shall remain with <b>McMurray</b> until the purchase price and all charges are paid. Risk of loss or damage to merchandise shall be that of the	customer from the time the merchandise is delivered to the freight forwarder.
<b>Materials and Custom Finishes</b>	Due to natural variations, all furniture containing wood, leather, marble or granite is sold subject to normal variations or irregularities of color, surface, grain and texture. It is not possible to guarantee exact	matching to any sample submitted. In addition to our standard woods and finishes, special woods and custom finishes will be quoted upon request.

**Warranty**

All **McMurray** products are manufactured in accordance with the highest standards of design and manufacture and are warranted to be free from defects in material and workmanship for a period of one year from the date of invoice when products are installed properly and under normal use and under conditions for which the product was designed. The warranty extends only to the original purchasers acquiring new products directly from **McMurray**, an authorized dealer or others specifically authorized by Order Confirmation issued by **McMurray** to act as resellers. This warranty does not extend to color, grain or texture of natural materials such as wood, marble, granite

or leather because of natural variations over which **McMurray** has no control. We do not warrant matching of color, grain or texture, except as specified in the Order Confirmation. This warranty does not apply to custom made products, covering material, or any items incorporated in or applied to our standard products which are manufactured by others. No other warranty, either expressed or implied, as to any other matter whatsoever, including warranty of merchantability or a product's fitness for any particular use or purpose, is made by **McMurray**. Option of repair or replacement under this warranty is at the discretion of **McMurray**.

**Product Changes**

Our products are being reviewed on a regular basis. We reserve the right to modify any design and change

any technical specifications to improve our product at any time without notice.

**Custom and Special Designs**

For custom designs or special modifications of standard products, please submit detailed information and drawings showing dimensions, materials, quantity

and delivery requirements to our business office. We will not knowingly copy standard products of another manufacturer.

**Leather**



**McMurray** uses leather supplied by Contract **Leather**.™ The natural full grain leathers priced on our furniture are the finest premium selection naturally milled European hides. High quality aniline dyes and natural oils penetrate the leather making it "calf skin" soft and pliable. Each hide is given a protective coating to provide resistance to spillage and wear. This leather meets the flammability resistance test requirements for

the State of California (Technical Bulletin 117, Section E). Hide thickness: 0.9–1.2 mm/S.F. Hide weight: 2.2–2.75 oz/S.F. Leather is a natural material. Color may vary from samples. Natural imperfections such as scars, cuts and range marks are considered normal in leather. As tanneries do not guarantee their products, we cannot be responsible for wear, fading or performance of leather.

**Customer's Own Material (COM)**

Yardage requirements estimated in our price list are based on using a fabric which is plain and non-directional and a full 54" wide. If you specify a fabric other than 54" plain fabric, it will be necessary to increase the yardage by the percentage shown on the chart below. This chart applies to one-direction matches only. For two-direction matches, please send a sample of the fabric to determine exact yardage

requirements before yardage is cut. We reserve the right to reject any COM that we feel is inadequate for any reason. Additional labor charges may be made for materials that are difficult to apply. **McMurray** is not responsible for any complaint arising from appearance, quality, fading and performance of COM. Exact shipping instructions must be followed.

Fabric Width	Plain	2" – 14" Repeat	15" – 19" Repeat	20" – 27" Repeat	28" – 36" Repeat
54" +	0%	10%	15%	20%	25%
50" – 53"	10%	20%	25%	30%	35%
48" – 49"	30%	40%	45%	50%	55%
45" – 47"	40%	50%	55%	60%	65%
36" – 44"	50%	60%	65%	70%	75%

**Customer's Own Leather (COL)**

Leather quantities estimated in our price list are based on a minimum size hide of 50 square feet. We cannot be responsible for differences in color or tone between samples and leather supplied. When supplying leather (COL) please order square footage indicated in this price list from your leather supplier. Hides should measure 50–60 square feet and should be reasonably free of flaws. If hides are smaller (less than 50 square feet), additional square footage may be

required, and special seaming details may be necessary for which we reserve the right to add a surcharge. **McMurray** is not responsible for any complaint arising from appearance, quality, fading and performance of COL. Exact shipping instructions must be followed. **For calf hides (40 s.f. or less) add 15% to leather requirements. For suede add 10% to leather requirements.**

**COM and COL Approval**

With your order you must submit a sample of COM/COL for preliminary approval to determine suitability of that covering for the intended product. The order must include the **McMurray** model number and quantity to which each covering is to be applied. We reserve the right to reject any COM/COL that we feel is inadequate for any reason. We will not be responsible for errors caused by the buyer not supplying us with sample cuttings giving full identification of covering material including: name of supplier, covering name, number and color. The

following information must be supplied:

- Two small samples of the fabric or leather indicating which side of the covering material is to be exposed.
- Specify the supplier's name, covering name, number and color.
- Specify **McMurray** model number and quantity to which each covering is to be applied.
- Send samples for approval with order to our business office.

**COM/COL Shipping Instructions**

Exact shipping instructions for COM and COL will be furnished from **McMurray** when the order is confirmed. All shipments of COM and COL must be marked with buyer's firm name, project name and order number and product number for which covering

is intended. In addition, all shipments of COM and COL must be marked with **McMurray** confirmation number. All goods are to be shipped freight prepaid and marked for inside delivery.

**Business Office Address**

**McMurray**  
**501 North Church Street**  
**Charlotte, North Carolina 28202**  
**Telephone 704.333.9988**  
**Toll Free 800.438.4830**  
**Telefax 704.333.9990**