## Welcome to

# All Furniture Co.

# Name Brand Furniture At Discounted Prices

# We Serve Texas:

Counties of: Tarrant, Dallas, Denton and Collin.

We Offer Nationwide Shipping

Below is our Price Matching Policy and Store Policies

If you provide an advertisment from another store for an item we currently offer for sale, at a lower price than ours, All Furniture Co. we will **beat that competitor's price** by 7.5%, guaranteed.\*

\*Exceptions: All Furniture Co. will not be able to honor price match for other competitors' items that are limited in quantity or stock, offered for sale for less than eight hours during a day, or offered for sale during the days after Thanksgiving and Christmas. All Furniture Co. will not price match competitors' bonus or free offers, special offers, bundled offers, rebates, financing offers, coupons, clearance or closeout prices, or prices on used, damaged, returned, open box or display merchandise. All Furniture Co. will not price match services. All Furniture Co. will not match typographical errors or competitors' prices that result from a price match. Photo copies of advertisements or receipts will not be accepted as verification of competitor pricing.

# All Furniture Co. Payment Options

## Card Types

We accept all Visa, Mastercard, American Express, Discover!

There is a 2.5% convenience fee that will be added to your invoice sales total.

## Checks

# Please Mail All Checks Payable To:

All Furniture Co.

#### **ALL SALES ARE FINAL:**

All sales from All Furniture Co. are final upon confirmation that item has been shipped from proper vendor.

Some orders may expirience extra delays due to product availability or shipping from certain locations.

Canceling your order is only an option if the order has been delayed in shipping.

Delivery service is not a considered method of shipping.

### **DISPLAY FURNITURE AND FLOOR SAMPLE FURNITURE:**

All sales with All Furniture co. are AS IS AND FINAL.

DISPLAY FURNITURE OR FLOOR SAMPLE MUST BE PAID IN CASH ONLY.

CREDIT CARD PAYMENT IS OPTIONAL AND A 2.5% CONVIENCE FEE WILL BE ADDED.

MONTH TO MONTH SPECIALS , DISPLAY, FLOOR SAMPLE AND CLEARANCE ITEMS:

These are only avaliable for our cash pricing system. There will be No extra discount applied to any of these items.

There will be a 2.5% convenience fee that may be added when using bank card credit card payment.

MONTH TO MONTH SPECIALS are subject to product in-stock availability.

## LAYAWAY AVALIABILITY

There will be a 10% down payment required for all layaway orders. Layaway is available for as long as needed, subject to the individual Layaway Agreement made with All Furniture Co.

Changes are allowed to be made in layaway upon request and amendment to Layaway Agreement.

There is a minimum monthly payment of \$40 for all orders in system for layaway. As long as vendors have product available then layaway is also available.

In the situation that an item you order becomes discontinued, our team will go through the measures required to assist you in searching for a suitable replacement item similar in style make and price.

Please keep in mind that you can make changes in your Layaway Agreement.

In order to serve you better All Furniture Co. requires a notice three weeks in advance before you make your last payment to ensure product will be available and ready for delivery or pick up at the end of your layaway and avoid the occurrence of any extra waiting time.

#### **WARRANTY POLICY:**

All Furniture Co. will provide New items in the original manufacturer packaging at time of pick up or delivery of the furniture, unless a floor sample, display item, or clearance item. In those cases, the furniture purchase will not include original manufacturer packaging.

Each particular vendor offers unique and different terms and policies on warranties.

Warranty details and terms should be available on each of our vendor websites.

In the event there are any damaged or defective items then these items must be returned in their original packing, but All Furniture Co. does not guarantee return or exchange; items and return/exchange are to be determined on a case-by-case basis with each customer and issue.

### **DELIVERY POLICY:**

We have several third party contractors which offer their services for a very affordable delivery and/or assembly fee.

These contractors will contact you to try to set up the most convenient time for you to deliver your furniture, for which you have already ordered and remitted payment. Basic Drop-Off service to first-floor/ground level addresses are available as an option. Up-stairs and Set-Up is also available as an option for a reasonable fee.

**Drop-Off Only Delivery** - Unless otherwise agreed upon, delivery is a drop off only service. Set-up and assembly are not included. This applies to all ordered scheduled. delivery

FULL Service delivery is available and includes Assembly of furniture and trash removal. Fees ranges from the \$35.00 to \$55.00 for Basic Service of delivery.

Special needs or requests let us know when you are purchasing your furniture and we will pass the information to the delivery service in advance to avoid any unpleasant situations or extra charges to make certain all your requests are honored without any delay.

You are also welcome to have any delivery company of your preference to come and pick up your furniture.

Also Bring your own truck and save even more!

We will assist you in loading up the safest possible way for you to haul yourself. We are not allowed to tie-down your furniture.

We will not be responsible for any damage caused by you after leaving with your load and we will not be responsible for any accident by you caused during transportation.

#### **CLEARANCE FURNITURE:**

Limited quantities and options may be available.

We will check our stock to ensure accuracy of your order before you make your purchase to avoid any back orders or mistakes.

Display furniture is SOLD AS IS Only, NO WARRANTY Is Valid for display items.

Display prices are Cash Only.

## ALL FURNITURE CO. ONLINE PURCHASING POLICIES

Due to the dynamic and systematic processing and nature of online shopping, all information that we provide regarding such matters is and are subject to change without previous or prior notice and pictures may not reflect the exact color due to light reflection, sizes may be rounded or altered usually in a mild minor manner/condition.

Digital photography has been used to capture color samples in real life high resolution images posted on our web pages. We can also provide you with color samples and also leather samples for most of our products. However, digital photography is not a true representation of color samples by any stretch of the imagination or reality. In addition, the color settings on any computer monitor may be altered and defected. Try looking at our web site from at least two or three different computers or sources. And try adjusting your color settings in your computer to the default to see if this helps.

# User Agreement

PLEASE MAKE SURE TO READ THE FOLLOWING USER AGREEMENT (INCLUDING AND ESPICALLY THE LEGAL DISCLAIMER, LIABILITY LIMITATIONS AND OTHER PROVISIONS BELOW) CAREFULLY BEFORE USING THIS WEB SITE OR USING ANY OF OUR OTHER SERVICES. By using our Web Pages or other services, you agree to the terms of this User Agreement. If you do not agree to the terms of this User

Agreement, you may not use or operate services through our Web Page or other services. We reserve the right, at any time, to modify, alter, or update this User Agreement, and you agree to be bound by such modifications, alterations, or updates once they are posted on our Web Page or in other circumstances related.

# 1. Significance of Ratings

These ratings and information are informative for those wishing to use them, but they do not guarantee any level of performance by an online merchant or other third party in any given transaction or situation.

Users agree and understand they are not to take any actions for the purpose of manipulating or distorting, or that may undermine the integrity and accuracy of, the merchant ratings.

## 2. Consumer Reviews

The consumer reviews on our site are comments received from actual customers-typically many thousands of consumers--surveyed and referenced at the point-of-sale for each online merchant, as well as customers who have elected to post a review on our site. As such, these reviews are informative for those wishing to use them, but they do not guarantee any level of performance by an online merchant or other third party in any given transaction or situation.

Users agree not to take any actions for the purpose of manipulating or distorting, or that may undermine the integrity and accuracy of, the current or stated merchant reviews. Furthermore, users agree not to post any review that is false or that contains profanity, personal attacks upon individuals, ethnic slurs, personal information such as credit card numbers, material that violates another's legal rights, or other offensive or inappropriate content for a general shopping audience or experience. By posting a review, the poster thereby represents that the review is based upon an actual online shopping experience with the merchant being reviewed and irrevocably assigns all copyright and other intellectual property rights in the review to All Furniture! All Furniture! may publish the review in its discretion and reserves the right to remove or alter the content of any review deemed offensive or in violation of All Furniture!. 's policies, and all decisions by All Furniture! in this regard are final as stands.

## 3. Legal Disclaimer

All Furniture Co. shall not be held responsible or liable for any actions taken, either wholly or in part, based on the information provided on All Furniture!, or in any case for any loss, damage, expense or injury resulting from any transactions conducted with any online merchant or other third party listed on All Furniture!. The information, services, products, and materials contained in this Web Page or available through our other services, including, without limitation, all text, graphics, and links, are provided on an

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In addition, since All Furniture Co. cannot verify all information provided by online merchants and other third parties, and errors in gathering or reporting such information may occur due to the large volume of merchants with many different products and services, All Furniture Co. does not represent or warrant that the information accessible via our Web Page or other services is always accurate, complete or current, and shall not be liable for or responsible to honor (or to cause any merchant to honor) any erroneous information regarding the price, description and availability of, or any discounts, offers, promotions and coupons relating to, any product or service offerings available on our Web Page or through our other services as stands.

Furthermore, due to the dynamic and diverse nature of online shopping, all information regarding such matters is subject to change without notice.

All Furniture Co. SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO YOU FOR ANY LOSS, DAMAGE, EXPENSE, OR INJURY YOU MAY SUSTAIN THROUGH YOUR RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH All Furniture!'s SERVICES OR YOUR USE OF ANY THIRD PARTY PRODUCTS OR SERVICES, whether or not they were accessed via our Web Page or other services whatsoever in any

# 4. Liability Limitations

Under No Circumstances whatsoever, Event or Happenings will or shall All Furniture Co. Nor any of its affiliates or associates i.e employees, partners co workers, ex employees or agents (the "All Furniture Parties") be liable, no matter or whether in an action under contract, negligence, or any other theory, situation or happening arising out of or in connection with the use, inability to use, or performance of the information, services, products, and materials available from this Web Page or through our other services, and business dealings in an amount greater than the lower of (i) the price of the merchandise or service involved in the transaction or proposed transaction as to which one or more All Furniture! Parties is held to be negligent or otherwise responsible, or (ii) if no such merchandise or service is involved, or if the value thereof would exceed \$100,

then a maximum liability limitation of \$100 in the aggregate. You and we agree as a company All Furniture Co. that this is a fair allocation of risk based upon the manner and cost by which All Furniture Co.'s services are provided to you, and taking into account your ability to take other measures or consult other resources in connection with purchasing goods and services online. FURTHERMORE, IN NO EVENT SHALL THE All Furniture PARTIES BE LIABLE FOR ANY DIRECT, SPECIAL, PUNITIVE. **EXEMPLARY** INDIRECT, INCIDENTAL. OR CONSEQUENTIAL DAMAGES, even if we have been previously advised of the possibility of such damages. These limitations shall apply notwithstanding to any failure of essential purpose of any limited remedy. Some states may not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitations may not apply to you or parties dealing on behalf of you.

# 5. Third-Party Sites

All of our other services our Web Page and other connections may include links to other sites on the Internet that are owned and operated by online merchants, survey incentive vendors, and other third parties who are in now way connected to All Furniture. You agree and acknowledge that we are not responsible for the availability of, or the content located on or through, any third-party site or reference site. You should contact the site administrator or Webmaster for those third-party sites if you have any concerns regarding such links or the content located on such sites to gather the current information. Your use of those third-party sites is subject to the terms of use and privacy policies of each site, and we are not responsible therefor for your use in no way whatsoever.

In the event of certain areas on our site, we may join with a reputable third-party source of specialized information and other content so that you can quickly and easily make informed decisions about such products and services that are being reviewed. In each of these areas, the All Furniture Co. header will note that the services are "Powered by" or "By" the third-party. This indicates and means that the content resides on the third party's servers and your use of those services is governed by that company's privacy policies and terms of use, which you can access at the bottom of each page in those areas. We recommend that you always review their privacy policies and terms of use before you complete any transaction with them that this action is of your own accord. This User Agreement (but not our privacy policies) also apply as between you and All Furniture Co. with respect to your use of those third-party services accessed through our Web Page.

## 6. Dispute Resolution

In the event that any mishaps, problems or issues that you may have with us or our services or practices through any dealings we will investigate to try and come up with a

solution in a satisfactory manner. If, however in any case that we are unable to reach a mutually satisfactory resolution, each of us agrees and understands that any claim or controversy between us, or arising in any way out of the use or operation of our Web Page or other services, or any information, services, products, and materials contained in this site or available through our other services, shall be resolved by binding mediation before a single mediator in Dallas, Texas, under the rules and procedures of the The State Bar of Texas. Any such dispute or controversy shall be mediated on an individual basis, and shall not be consolidated in any mediation with any claim or controversy of any other party. The mediator shall have authority to resolve all matters in dispute between us (subject to the legal disclaimer and liability limitations set forth above), including the applicability, scope and binding effect of this arbitration agreement, and to award arbitration costs and expenses to the prevailing party as determined by the mediator. Notwithstanding the foregoing, either party may pursue preliminary or injunctive remedies in an appropriate court sitting in Dallas, Texas pending the decision of the mediator, without waiving the right or affecting the obligation to mediate hereunder.

## 7. Other Terms

Our Web Page and other services are operated and provided in the State of Texas, USA. As such, we are subject to the laws of the State of Texas, and such laws will govern this User Agreement, without giving effect to any choice of law rules. We make no representation that our Web Page or other services appropriate, legal or available for use in other locations. Accordingly, if you choose to access our site or other services, you agree to do so subject to the internal laws of the State of Texas. You are in the best position to know whether your use of our site or other services may be prohibited or restricted by local laws in your location, and therefore are responsible for compliance with any such laws. We do not guarantee continuous, uninterrupted or secure access to our Web Page or other services, and operation of our Web Page or other services may be interfered with or adversely affected by numerous factors or circumstances outside of our control. This is the entire agreement and understanding between us regarding the subject matter hereof, and may only be modified as provided above. If any provision of this User Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-unenforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum permissible extent. You agree that this User Agreement and any other agreements referenced herein may be assigned by All Furniture Co., in our sole discretion, to a third party in the event of a merger or acquisition. This User Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between us relating to your participation as a All Furniture Co. Member or participation in any other program or service offered by All Furniture!. You agree that by accepting this User Agreement, you are consenting to the use and disclosure of your personally identifiable information and other practices described in our Privacy Policy.

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