



TERMS & CONDITIONS

Dimensions

Dimensions noted are approximate and may deviate slightly.

Special Sizes and Modifications

Nuans is equipped to accept special size requests and requirements. Please consult the factory with specs and details. Once the factory determines the applicability of your special requirements, a price quotation will be provided.

Care and Maintenance

To maintain the appearance of fabric upholstery, regular vacuuming is required. For treatment of stains, consulting a professional cleaning service is suggested.

For optimal leather upholstery maintenance, regular dusting and wiping with a clean, soft cloth dampened with very mild liquid soap and water. For treatment of stains, consulting a professional cleaning service is suggested.

Warranty

Nuans Design ("Nuans") warrants all lines of merchandise represented and distributed by Nuans is manufactured in accordance with high industrial and design standards and is warranted to be free from defects of material and workmanship for a period of (3) three years. Warranty coverage begins on the date the unit is originally sold by Nuans.

This warranty covers goods under normal use and is in service under conditions for which the merchandise is designed.

Warranty Limitations

Nuans' limited warranty does not cover defects, damages, or failures caused by the common carrier, user, or other persons, pets, or rodents, or resulting from, without limitation, any of the following: careless handling; modifications of any type, for any reason; incorrect use or any use in a manner inconsistent with the design of the furniture (i.e. standing on a chair, which should only be used for seating); lack of routine proper maintenance; use of abrasive or improper cleaners; or acts of nature, such as lightning, floods, earthquakes, etc. In addition, Nuans will not be responsible for incidental or consequential damages or losses from any cause including its own negligence, including without limitation loss of time, inconvenience, or commercial loss. This limited warranty does not include: labor, transportation, or other costs incurred in the



shipment of the original unit, or loss of use damage, including loss of sales, profit, or business advantage of any kind under any circumstances. Furniture is excluded from warranty coverage if any addition, deletion, or modification of any kind whatsoever has been made to the unit. Nuans' liability hereunder shall not exceed the amount paid for the original piece of furniture. Nuans will replace or repair the piece of furniture at Nuans' availability. Warranty coverage is provided in the United States of America only.

Our obligation during this warranty period is limited to repair or replacement at our option. We offer no warranty on chair upholstery materials, operating components, other than those expressed by the manufacturer of those components.

This warranty becomes null and void on any goods repaired or altered by any person not so authorized by Nuans or its manufacturers or any merchandise which has been subject to misuse, improper storage, including placing chairs seat down on tables, negligence, or accident.

We make no other warranties either expressed or implied as to any matter whatsoever, including without limitation, the condition of the merchandise, its merchantability, or its fitness for any user or purpose.

Warranty Support

For damage and parts support email: service@nuansdesign.com All claims will be processed by the Customer Service Department. All returns must be authorized in writing. Merchandise authorized for return and subsequent repair or replacement merchandise shall be removed from service, all shipping and installation charges shall be at the expense of the customer. Since furniture is installed and used under a variety of conditions, users are required to make inspections every six months to look for damage or signs of structural fatigue incurred in daily handling, use, or abuse. Inspections must include, but are not limited to, the tightening of bolts and fasteners, and the lubrication of mechanisms. Failure to properly maintain Nuans products will void this warranty.

Return Policy

Please inspect your purchase immediately upon delivery. If there is a problem with your order, contact our Customer Service team at (201) 345-5550 within three (3) days of receipt. You may also contact us at service@nuansdesign.com. If you receive a damaged, defective or incorrect item, we will work with you to make things right.

If you wish to return an item, your refund will be reduced by a restocking charge equal to 30% of the purchase price and you will be responsible for outbound and return shipping and delivery charges. Returns must be received in original condition within 30 days.

Credit card orders will receive refunds in the form of a credit back to the original account. Check and cash payments will be returned via a refund check.



Please be aware that furniture is susceptible to damage during transit. We take great care to pack shipments so that they will arrive safely, so be sure to retain the original packing materials, original receipt and all merchandise tags for any item that you wish to return to us. You may have to provide supplementary packing materials if the outer carton has been worn during the original trip out to you. Standard Shipping and White Glove Delivery Service charges are not refundable. We do not accept any returns or exchanges on custom or special-order furniture.

Cancellation Policy

In-stock items normally ship within 24–48 hours after an order has been placed. If you order by credit card, your card will be charged as each item is shipped. We will accept cancellation of your order for items that have not shipped or that are on backorder. Once an item has shipped, cancellation is not possible. Custom and special-order items cannot be cancelled.

Orders may not be terminated without Nuans' consent. Cancellation will not be accepted after fabric has been cut or after materials have been placed on order.

Pricing

Prices shown are U.S. Domestic prices and apply to orders shipped within the United States. Prices do not include sales tax or shipping and are subject to change. All pricing errors are subject to correction.

Terms

Prepayment required for everyone. No exceptions.

Placing Orders

The following information is required when placing an order: Product Name, Product Number, Quantity, Fabric, End User Information, Applicable Taxes, a Purchase Order Number, and authorized signature as well as any product specific options (as outlined in the Price List). Orders are to be submitted via email only to: sales@nuansdesign.com

Order Acknowledgement

Nuans emails acknowledgement of each order within 24 business hours. If you do not receive acknowledgement in 48 hrs, please contact: sales@nuansdesign.com or call office [201-345-5550](tel:201-345-5550). Upon receipt of order acknowledgement

Order acknowledgement will be made for each order and indicates final production specifications. Buyers should check acknowledgements to be sure that all order details are correct. Orders will not be acknowledged or entered for production until all specification



information is complete (see check list for ordering). Accepted orders are subject to the terms and conditions set forth herein, and on our acknowledgement, notwithstanding any variance in terms and conditions set forth on buyer's order form.

Order Changes

Requests for changes to orders must be submitted in writing and are subject to approval and applicable cost.

Parts

Orders for parts must be submitted with a courier account number. Orders received without this information will ship COD.

Shipping

Nuans offers optional shipping and handling. Shipping and delivery is via common carrier. Shipping and handling charges are pre-calculated and prepaid by Nuans, then included in the original invoice at the time of shipment. This optional guaranteed shipping and handling enables the purchaser to pre-determine shipping and handling charges when ordering and provides the purchaser with a single invoice for both Nuans products and shipping and handling charges.

General shipping and handling charges are for outside delivery only and do not include inside delivery, unpacking, removal of cartons, or installation. A request for call prior to delivery is an additional \$25. Additional charges will be determined on a per shipment basis. Should Nuans incur additional charges after billing due to delivery issues such as non-dock, re-delivery, or other issues, the customer may be liable for those additional charges. Please indicate special delivery instructions or issues with your order.

Contact Nuans for product, freight and crating information for shipments outside the Continental US.

Orders are shipped FOB Branchburg, New Jersey or Riverside, California; freight is prepaid by Nuans and allowed to one destination. Title of goods or changes when merchandise leaves Nuans' dock, and any subsequent freight damage and all freight claims are the responsibility of the purchaser or consignee to report to the carrier promptly upon receipt and to settle any issues or claims directly with the carrier.

Storage

When goods are ready to ship, if the customer will not accept delivery in accordance with Nuans' order confirmation, Nuans reserves the right to transfer goods to storage at customer's



risk and expense and deem such transfer as delivery for all purposes including invoicing and payment.

Claims

All claims should be emailed to service@nuansdesign.com. Nuans takes the utmost care in packaging and shipping. Nuans is not responsible for damage suffered in transit or during storage. The customer must examine merchandise upon receipt and note any obvious damage on carrier's delivery receipt. Nuans liability ends when the carrier issues a clear receipt to Nuans, which is an acknowledgement by the transportation company that the shipment has been received by them in good condition. Do not give the carrier a clear receipt for cartons appearing to be damaged. If the customer finds the contents are damaged upon opening, unpacking should be stopped immediately and an inspector of the transportation company called to examine the shipment and indicate on the delivery receipt the exact condition of the contents. Any concealed damage must be reported to Nuans in writing, within 24 hours of receipt. All packaging materials are required to be kept for inspection. Failure to make such claims shall constitute full acceptance of the merchandise.

Customer's Own Material (COM)

Nuans Design will gladly accept orders using the customer's own material (COM). We strive to produce the same high quality workmanship whether you select our graded in materials or using COM. Please be advised that if you purchase your materials elsewhere, you are fully responsible for the condition of those goods. The fabric must be 54-55" wide. We recommend that you carefully inspect all fabric, trim, and other materials prior to delivering those goods to us. Please confirm with us, prior to purchase, the amount of yardage required based upon the requested product. Yardage requirement information is listed in product pages for most of the products. We will need to know the fabric repeat (both vertical and horizontal) and the fabric width. In addition, to protect both of us from unforeseen circumstances, we may request additional yardage as insurance, as getting more after the project has begun is often not possible. We request that all fabric be delivered to us properly rolled on fabric tubes. We do not recommend folding decorator fabric in any way. Improper methods of fabric storage may result in permanent creases in your goods. Folded or improperly rolled fabric may require extensive pressing and we will not guarantee the removal of creases or wrinkles. We will do our absolute best to work around flaws and imperfections. We reserve the right to refuse goods that are heavily flawed. Upon receipt of all COM goods, we assume you have carefully inspected them. Please be advised that we are not in any way responsible for problems such as the following: → Yardage shortage → Dye lot variation → Poor drape ability → Flaws and imperfections including tears, pulls or holes → Dirt spots, stains, or fading → Pattern drift or misalignment → Creases or wrinkles due to improper storage → Any undesirable outcome due to fabric imperfection Soubo Design does not guarantee the performance of any fabric, material, or article purchased by the client for use in said work agreement.



COM Shipping Instruction

We have several manufacturing facilities in a few different countries around the world. Each country has its own customs rules and regulations. In order to ensure timely and smooth delivery of our customers' materials to the factories we strongly recommend customers to ship their materials to our New Jersey warehouse. We will immediately forward those materials to the factories. That's shipping expenses will be added to customers' invoices. However, thanks to our large volume of shipments to the factories, we will be able to ship customers' materials at much lower cost than customers can ship. Also, in most cases we cover customs duties, tariffs and similar expenses. We don't reflect those expenses to our customers.

Wood Finishes

Our standard wood and veneer finish options are listed in our website and samples can be provided upon request. However for B&T accepts custom stain orders. In order to order custom stained furniture, you may check possibility with us and send stain samples to one of our offices.

Lead Times

m.a.d., TOOU, Dohaus and Nori collections are generally sold from inventory. Most of the times all items offered from these collections offered by Nuans is in stock in the USA. Can be shipped immediately. For backordered items, orders larger than what we have in stock, or items which are not in our stock program; please contact our office.

B&T is mostly made to order. B&T lead-time is 8-10 weeks from the date order been processed.

Prostoria is also made to order. Prostoria's lead time is 12-14 weeks.