

TERMS & CONDITIONS

Thank You! We greatly appreciate the opportunity to help furnish your home, and it is our sincere hope that your purchase will bring you many hours of enjoyment! The Dump's promise is to offer famous-brand name furniture, bedding, and floor coverings at prices that are discounted 30-70% off of what others charge. In order to keep that promise, the following terms and conditions apply to your purchase.

For your convenience, the following contact emails and phone numbers are provided:

- For day of delivery or day of customer pick up questions, please call the store number provided on the front of the sales ticket;
- For after-delivery service, please email customerservice@thedump.com <mailto:customerservice@thedump.com> or call 800-768-0348;
- For questions concerning your financed account, please email billing@thedump.com <mailto:billing@thedump.com> or call 866-538-4489.

Customer Initials (6 places) Plus Signature Required Where Indicated

____ (customer initials) **ALL SALES FINAL:** In order for The Dump to be able to buy overstocks, one-of-a-kinds, factory sell outs, showroom models, and design prototypes at discounted prices *and* pass the savings on to its customers, all sales (except bedding sales) are FINAL. No returns or exchanges are offered or allowed, except in the limited instances described below.

____ (customer initials) **EXCLUSION AND/OR DISCLAIMER OF WARRANTIES:** In keeping with The Dump's promise stated above, The Dump did not provide any skill or judgment to furnish or help you select merchandise to suit any particular purpose. Any samples or models used to assist you in selecting the merchandise you are purchasing serve only to indicate the type of merchandise that will be delivered to you or tendered to you for pickup. Such samples or models create no warranty that the merchandise that will be delivered or tendered to you will conform to the samples or models. No defect in, or unfitness of, the merchandise delivered to you or tendered to you for pickup shall relieve you of your obligations under this agreement. The Dump has not made, and does not make, any warranties, express or implied, directly or indirectly, including, without limitation, warranties of merchantability or fitness for any particular purpose, and/or warranties relating to the design or condition of the merchandise or of the quality of the material or workmanship of the merchandise. **THE MERCHANDISE YOU ARE PURCHASING IS SOLD BY THE DUMP, AND IS PURCHASED BY YOU, "AS IS" AND "WITH ALL FAULTS."**

The Dump makes available for purchase a Five Year Protection Plan (the "Protection Plan") on most of the merchandise it sells.

____ (customer initials) **Protection Plan Purchase:** The Protection Plan, which excludes coverage for bedding, has been offered and explained to me, and I AGREE TO PURCHASE the Protection Plan. I have been provided the Terms & Conditions that details coverage under the Protection Plan. I understand that The Dump is not a party to the Protection Plan agreement and has no obligations to me under the Protection Plan even though: (i) I may be required to obtain service under the Protection Plan solely through The Dump for up to one year from the date of my merchandise purchase, and (ii) The Dump may assist GBS in ordering parts and/or a replacement item as indicated in the Terms & Conditions.

In the event a Protection Plan claim needs to be filed, the following contact numbers are applicable:

Within One Year of Date of Purchase: Please call Dump Customer Service at 1-800-768-0348.

After One Year of Date of Purchase: Please call GBS Enterprises at 1-888-585-9488.

OR

____ (customer initials) **Protection Plan Decline:** The Protection Plan, which excludes coverage for bedding, has been offered and explained to me, and I DECLINE TO PURCHASE the Protection Plan. I understand that no returns or exchanges are allowed, except in the limited instances described below.

____ (customer initials) **DELIVERY:** The Dump is pleased to make delivery services available to its customers through third-party delivery companies. Customers are not obligated to use the delivery services provided by The Dump and may secure delivery via another company (deliveries that customers arrange through such other companies will be treated as a customer pickup). **Refused deliveries (including, but not limited to, customer not-at-home and on-the-road-cancellations) shall be subject to a restocking fee of the greater of \$100 or 15% of the purchase price. Redelivery shall also be subject to an additional redelivery charge. No refunds are allowed for no-fits, customer-not-at-home, and on-the-road-cancellations.** The Dump's delivery service providers do not deliver in cartons; instead, customers needing this alternative must pick up their merchandise at the store or warehouse.

____ (customer initials) **WILL IT FIT?:** *It is your responsibility to ensure that all the items you are purchasing will fit in the intended areas of your home.* If your home has narrow doorways, staircase turns, or low ceilings, you should measure these locations to ensure proper fit. The items you are purchasing must fit in the normal pathways of your home as The Dump's delivery service providers cannot hoist the items to an upper floor, nor can they make a delivery above the third floor without a freight elevator. The Dump and/or its delivery service providers do not dismantle furniture. It is important that your room is empty and the space is available to receive your new furnishings. The Dump's delivery service providers are not permitted to move or handle your other furnishings or electronics, and they are not permitted to affix anything to your walls. If your furniture is unable to be fitted in the desired location, you will receive an in-store credit for the cost of the furniture (delivery fees are not eligible for the in-store credit). Additionally, in the event you choose our home delivery service, a redelivery fee will also apply.

____ (customer initials) **DAY OF DELIVERY ISSUES (Manufacturing Defects and Delivery Damage):** The Dump carefully inspects merchandise for manufacturing defects before releasing it to its customers, and works diligently to ensure deliveries take place without damage. In the rare instances where manufacturing defects or delivery damages occur, The Dump's obligation is dependent upon the type of merchandise involved, as follows:

- *Stock Merchandise* is merchandise provided from The Dump's warehouse stock which will be provided to you in the condition in which it was

received from the factory. Manufacturing defects and/or delivery damage must be reported to the delivery driver before the delivery truck leaves your premises, or, in the case of customer pickup, by contacting a Dump representative on the same day as pick up.

- *Floor Merchandise* is merchandise purchased directly off The Dump's sales floor. You are required to inspect all Floor Merchandise prior to purchase, and any pre-existing conditions involving Floor Merchandise will be noted on the Sales Order. Subsequent delivery damage must be reported to the delivery driver before our delivery truck leaves your premises, or, in the case of customer pickup, by contacting a Dump representative on the same day as pickup.
- *Clearance Merchandise* is merchandise noted as such on the price tag accompanying each clearance item. You are required to inspect all Clearance Merchandise prior to purchase, and any pre-existing conditions involving Clearance Merchandise will be noted on the Sales Order. Subsequent delivery damage must be reported to the delivery driver before our delivery truck leaves your premises, or, in the case of customer pickup, by contacting a Dump representative on the same day as pickup.

In the event you designate someone other than yourself to pick up or receive your merchandise, it is the responsibility of your designee to inspect and report any defects or damages. Failure of your designee to do so will result in your waiver of any claim against The Dump for a manufacturing defect or delivery damage.

In the event you properly and timely report to The Dump (i) a manufacturing defect, or (ii) delivery damage for which The Dump is responsible, you will have the following options:

- You can accept the merchandise, and The Dump will schedule a repair technician to come to your home and repair the item(s) in question (not available if your home is over 45 miles away from The Dump); or
- You can refuse to accept the item(s) in question, and The Dump will replace the item(s) (in the case of home delivery, via a second delivery, for which there shall be no additional delivery fee).

You agree that neither The Dump nor its representatives will be liable for any delays in delivery of merchandise to you.

In the unlikely event that damage occurs to your property, home, or business during the course of a delivery, such damage must be reported to the delivery driver at the time of delivery and be noted on the delivery manifest. No claims shall be allowed after the delivery truck has left your premises.

ALL OTHER RETURNS AND EXCHANGES: No two pieces of furniture are identical, so the wood grain, distressing, color, and stitching of your furniture could vary from the pieces you saw on our showroom floor. Therefore, returns or exchanges will not be authorized for any reason other than as described above for manufacturing defects or delivery damage at time of delivery/pickup. However, if unusual circumstances dictate an exception to this policy (as determined by The Dump in the exercise of its sole discretion), then an authorized exchange or return will be subject to a restocking fee of the greater of \$100 or 15% of the purchase price. Please contact Dump Customer Service at customerservice@thedump.com or call 800-768-0348 to determine if an exception is available. Any such exchange or return must be accompanied by a Returned Merchandise Authorization issued by Dump Customer Service. Merchandise that is not in substantially the same condition as when purchased may not be exchanged or returned. Except as hereinafter provided, you are responsible for all costs related to returns and exchanges, including, but not limited to, delivery fees. The following exceptions also apply:

- *Bedding:* Pursuant to applicable federal and state laws, all bedding sales are final. However, in the event that the bedding has not been removed from its original, sealed packaging, bedding may be exchanged or returned at the time of pickup or delivery. Exchanges or returns are subject to a restocking fee of the greater of \$100 or 15% of the purchase price. For any mattress sold with a manufacturer's warranty, The Dump will assist you in submitting warranty claim(s) to the manufacturer. **In the event the law tag is removed from the bedding, the manufacturer's warranty is automatically voided.**
- *Bedding Comfort Guaranty:* Certain (but not all) bedding manufacturers offer a one-time comfort re-select option on their merchandise. If the bedding you purchase includes such an option, The Dump will provide you with a separate Comfort Guarantee Agreement. See your salesperson or the store's business office for details and to determine whether such a guaranty is applicable to your purchase. **In the event the law tag is removed from the bedding, both the manufacturer's warranty and the comfort guaranty are automatically voided.**
- *Rugs:* Rugs may be exchanged or returned, subject to a \$50 restocking fee, within five (5) days from the date of customer pickup or delivery. The restocking fee will be waived on the first exchange for a rug of equal or greater price but will not be waived for subsequent exchanges (or for a return after an exchange).

CUSTOMER PICKUP: You are solely responsible for the safe loading and transportation of your merchandise, including, but not limited to, providing your own blankets, furniture pads, rope, straps and related supplies. For insurance purposes, The Dump cannot assist you in: (i) loading mattresses and/or box springs onto any open air vehicles (such as pickup trucks) or uncovered trailers; (ii) loading any merchandise when, in The Dump's sole discretion and judgement, the result would be an unsafe condition; (iii) securing your load, including, but not limited to, providing rope, straps or other supplies. Most merchandise will be provided to you in the factory carton and will require your assembly. To ensure merchandise availability, please schedule the pickup of your merchandise with your sales associate and make the necessary arrangements to complete the pickup on that date. If merchandise is not picked up within 5 days of the scheduled pickup date, the merchandise will be returned to our warehouse and a restocking fee of the greater of \$100 or 15% of the purchase price will be charged to you.

REFUND POLICY: Refunds, where applicable, are processed in accordance with the following:

- **Cash purchase** - Refunded by check from The Dump's corporate office and sent to the address The Dump has on file for you no later than 5 business days after the merchandise is returned to The Dump in substantially the same condition as when purchased;

- **Check** - Refunded by check from The Dump's corporate office and sent to the address The Dump has on file for you either 14 business days after the original date of sale or after the merchandise is returned to The Dump in substantially the same condition as when purchased, whichever is later;
- **Debit/Credit Cards** - Refunded electronically (to your debit or credit card) by the store no later than 5 business days after the merchandise is returned to The Dump in substantially the same condition as when purchased;
- **In-House Financing** - Credited to your account by The Dump's corporate office within 3 business days after the merchandise is returned to The Dump in substantially the same condition as when purchased; and
- **All Other** - See store business office for details.

CANCELLATIONS AND/OR RESCHEDULED DELIVERIES: Orders that are cancelled or are rescheduled for delivery within one day of scheduled pick up or delivery shall be subject to a restocking fee of the greater of \$100 or 15% of the purchase price.

LIMITATION OF REPAIR SERVICES: The Dump does not provide repair services on merchandise except as described above.

COLLECTION COSTS (INCLUDING ATTORNEY FEES): In the event there is an unpaid balance due The Dump or any of its affiliates or you otherwise breach your agreement with The Dump or any of its affiliates, you agree to reimburse The Dump for its costs of collection, including attorney's fees, in an amount equal to the greater of 33 1/3% of all amounts owed or The Dump's actual attorney's fees and costs.

DISPUTE RESOLUTION: Any controversy, claim or dispute relating in any way to this purchase, directly or indirectly, shall be brought in state court in the jurisdiction in which you made the purchase, and you agree to the exclusive jurisdiction of the state courts of the jurisdiction in which you made the purchase. Your agreement with The Dump concerning or relating to this purchase shall be governed by, and construed in accordance with, the laws of the state in which you made the purchase, without regard to principles of conflicts of law thereof. You agree that any claim for loss or damage that you bring against The Dump in connection with this purchase must be instituted in state court in the jurisdiction in which you made the purchase within one (1) year of the date you incurred the alleged loss or damage, regardless of whether you were then aware of the alleged loss or damage. You agree to waive any right to a trial by jury in any action relating in any way to this purchase, directly or indirectly, and you agree that this waiver of any right to a trial by jury shall not be waivable by you or The Dump. If you bring an action against The Dump for any controversy, claim or dispute relating in any way to this purchase, directly or indirectly, and The Dump prevails at any pre-trial dispositive motion, at trial, or at any subsequent appeal and/or retrial, you agree to reimburse The Dump for the reasonable attorney's fees and costs The Dump incurs in defending itself in the action.

LIMITATION OF REMEDIES: Notwithstanding any other provision in this agreement, you --waive any right to recover from The Dump or any of its affiliates, whether in contract, tort, equity, or otherwise, any indirect, incidental, consequential, special, punitive, or exemplary damages, including, without limitation, damages for loss of use, loss of time, and/or loss of profits or income (even if such damages are foreseeable, and whether or not you have been advised of the possibility of such damages), arising from or relating to this agreement or to the selection, quality, condition, merchantability, suitability, fitness, operation, or performance of the goods you are purchasing. You expressly waive any right to collect damages in excess of the sales ticket and/or the cost to repair property damage (but only if reported prior to Dump Customer Service before the delivery truck leaves your premises). ***ALL REMEDIES ARE EXCLUDED OTHER THAN REPAIR OR REPLACEMENT OF MERCHANDISE DUE TO MANUFACTURING DEFECTS OR DELIVERY DAMAGE AT THE TIME OF DELIVERY/PICKUP AS DESCRIBED IN THE DAY OF DELIVERY ISSUES SECTION ABOVE.***

ENTIRE AGREEMENT: These Terms and Conditions and the sales invoice on the reverse side contain the entire agreement and understanding of the parties concerning this transaction for your merchandise purchase. These Terms and Conditions may not be modified, canceled, rescinded, or revoked, in whole or in part, except in writing and, in the case of The Dump, signed by an officer of The Dump. If any part hereof is determined to be invalid by a court of competent jurisdiction, the remaining Terms and Conditions will remain in full force and effect. No waivers or statements made by representatives of The Dump will be binding unless set forth in writing.

By initialing in the spaces required above, and by signing below, you affirm that you have been provided a copy of the above terms and conditions prior to entering into an agreement to purchase the merchandise from The Dump, and you affirm your agreement to be bound by the above terms and conditions.

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Customer Signature

Customer Name (please print)

Date