

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 first quality furniture, bedding and floor covering 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.

\_\_\_\_\_ **WILL IT FIT?:** *It is your responsibility to ensure that all items will fit in the designated 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 furniture must fit in the normal pathways of your home as we cannot hoist furniture to an upper floor. We do not dismantle furniture as that voids the manufacturer's warranty. It is important that your room is empty and the space is available to receive your new furnishings. Our drivers are not able to move or handle your other furnishings or electronics, nor can they 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.

\_\_\_\_\_ **DELIVERY DATE:** **The merchandise you have ordered is promised for delivery to you on or before \_\_\_\_\_(date).** If The Dump is not able to deliver the merchandise ordered by the promised delivery date, The Dump is will notify you in writing of the reason for the delivery delay. In the unlikely event of such a delivery delay, you will have the option to either (i) cancel your order and obtain a full refund of any payments you have made (see Refund Policy below) or (ii) accept delivery at a specified later date. Similarly, in the unlikely event that The Dump delivers only a portion of your order on the agreed upon delivery date, you will have the option to (i) cancel your order and obtain a full refund of any payments you have made (see Refund Policy below) or (ii) accept delivery at a specified later date.

\_\_\_\_\_ **MANUFACTURING DEFECTS AND DELIVERY DAMAGE:** We carefully inspect our merchandise for manufacturing defects before release and we make every effort to ensure deliveries take place without damage. In those instances where defects or damages do occur, the following applies. Stock and Floor Merchandise. *Stock Merchandise* is product provided from our warehouse stock and it will be provided to you in factory condition. *Floor Merchandise* is product purchased directly off our sales floor. Due to the discounts offered on Floor Merchandise, The Dump will not authorize a refund, exchange or return on Floor Merchandise. We provide our customers with an opportunity to inspect all Floor Merchandise prior to purchase and complete an Inspection Sheet. Floor Merchandise will be provided to you in substantially the same condition as recorded on the Inspection Sheet. In either case, you must report any manufacturing defect or delivery damage to the delivery driver at the time of delivery, or, the case of a customer pickup, to a Dump representative on the day of pick up. In the event you designate someone besides 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 having accepted the merchandise "as is". Once we have received your report of defect or damage, you will have the option of (i) accepting the furniture, in which case we will schedule a technician to come to your location to assess and repair the defect or damage (we will not send a technician beyond a 45 mile radius of the purchasing location). (ii) exchanging the furniture in question for like merchandise or (iii) returning the furniture and receiving a full refund. In the event a replacement is authorized, the warranty term of the replacement merchandise will be limited to the remaining term of the original warranty. In the case of delivered merchandise, if the delivery location is within a 45-mile radius of the purchasing location there shall be no redelivery fee for the replacement merchandise. Merchandise picked up by customer (and deliveries outside of a 45-mile radius from the purchasing location) must be returned to the purchasing location at customer's sole cost and expense. Should we be unable to replace the merchandise within 30 days, we will offer you a refund or an in-store credit. You agree that neither The Dump nor its representatives will be liable for any delays in delivery of merchandise to you. Clearance Merchandise. All sales of Clearance Merchandise are sold "AS IS" and are final after pickup or delivery. Given the nature of Clearance Merchandise, we strongly encourage that such merchandise be picked up by our customers rather than delivered by us (or our representative) as any damage that occurs during delivery is your sole responsibility.

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, color and stitching of your furniture could vary from the pieces you saw on our showroom floor. Therefore, we generally caution against returns for aesthetic reasons. However, under New Jersey law, you have the option of accepting the furniture or returning it and receiving a full refund (see Refund Policy below). A decision to return the furniture for aesthetic reasons must be made at the time of customer pick up or home delivery. Please contact Dump Customer Service at [customerservice@thedump.com](mailto:customerservice@thedump.com) or call 800-768-0348 to determine if an exception is available. All such exchanges and returns 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, customer is responsible for all costs related to returns and exchanges, including, but not limited to, delivery fees. The following exceptions 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. Both exchanges and returns are subject to a restocking fee of the greater of \$100 or 15% of the purchase price. All of our mattresses, with the exception of mattresses sold on an "as-is" basis, come with a manufacturer's warranty. The Dump will assist our customers in submitting any claims under the manufacturer's warranty. **In the event the law tag is removed from the bedding, the warranty is automatically voided.**
- \_\_\_\_\_ **Rugs:** Rugs under \$500 may be exchanged or returned within five (5) days from the date of customer pickup or delivery. Rugs over \$499 may be exchanged or returned within five (5) days of pickup or delivery

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

- **Cash** - Refunded by check from The Dump's corporate office and sent to the customer's address on file, no later than 5 business days after merchandise return;
- **Check** - Refunded by The Dump's corporate office and sent to the customer address of record 14 business days after the original sale;
- **Debit/Credit Cards** - Refunded by the store no later than 5 business days after merchandise return;
- **In - House Financing:** Credited by The Dump's corporate office within 3 business days after merchandise return;
- **All Other** - See store business office for details.

\_\_\_\_\_ **CANCELLATIONS:** Orders that are cancelled or rescheduled 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.

\_\_\_\_\_ **DELIVERY:** The Dump is pleased to provide delivery for our customers. Customers are not obligated to use the delivery services provided by The Dump and may secure delivery via another company (deliveries made by such other companies will be treated as a customer pickup). Refused deliveries (including, but not limited to, no-fits, 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.**

\_\_\_\_\_ **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.

\_\_\_\_\_ **EXCLUSION OF WARRANTIES:** ANY WARRANTIES APPLICABLE TO ANY MERCHANDISE PURCHASED PURSUANT TO THIS ORDER ARE LIMITED TO ANY MANUFACTURER'S WARRANTIES ONLY. WE HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION, IF ANY, ON THE FACE OF THIS ORDER. FURNITURE USED IN RENTAL HOMES OR COMMERCIAL SETTINGS IS SOLD AS IS AND IS NOT COVERED UNDER MANUFACTURER'S WARRANTY.

\_\_\_\_\_ **LIMITATION OF REPAIR SERVICES:** The Dump does not provide repair services on merchandise past its applicable warranty period.

\_\_\_\_\_ **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 pay costs of collection, including attorney's fees of 33 1/3% of all amounts owed.

\_\_\_\_\_ **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:** You shall not be entitled to recover from us any consequential or incidental damages, including without limitation, damages for loss of use, loss of time, or loss of profits or income. 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 the driver leaving your property).

\_\_\_\_\_ **ENTIRE AGREEMENT:** These Terms and Conditions and the sales invoice on the reverse side contain the entire agreement and understanding of the parties concerning the transaction. 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.