

ARCADIA HOME DELIVERY, LLC

Statement of Delivery and Claims

DELIVERY:

1. ARCADIA HOME DELIVERY, LLC provides a Delivery Team of two uniformed men.
2. The Delivery Team will deliver the purchased product listed on the Bill of Lading to Customer's designated destination.
3. The Delivery Team will unpack and assemble any delivered items, as necessary.
4. The Delivery Team will place the product in Customer's room of choice one time.
 - a. The Delivery Team will not move or reposition any item already in Customer's possession or care.
 - b. Any item over 300 lbs. or any item of extraordinary size or dimension may require Customer help. Arcadia Home Delivery will make every reasonable effort to notify Customer prior to delivery that additional help will be required.
 - c. Customer help may be required where Delivery Team must park more than 100 yards from the destination, where there are low ceilings, where there are tight or unusual turns and/or corners, or where the set-up location is otherwise difficult to access through normal and customary means.
 - d. If the set-up location is inaccessible through normal and customary means and, as a result, delivery cannot be accomplished, Customer remains responsible for payment of the entire bill.
5. By employing ARCADIA HOME DELIVERY, LLC, Customer acknowledges and agrees to the following:
 - a. That there is an increased risk of damage to the delivered item(s) and/or Customer's personal and/or real property during the delivery process if any delivered item is of extraordinary weight, size, or dimension.
 - b. That ARCADIA HOME DELIVERY, LLC will exercise due care and diligence in moving and placing all items in the predetermined location of Customer's choice.
 - c. That the Delivery Team reserves the right, at its discretion, and based on its professional experience, to refuse to engage in any activity they feel may lead to bodily injury or damage to personal or real property. Customer remains liable for the original delivery charge and payment of a redelivery charge if the condition that leads the Delivery Team to refuse delivery was known or knowable to Customer and Customer failed to forewarn Arcadia Home Delivery, LLC.
 - d. That ARCADIA HOME DELIVERY, LLC, its owners, directors, officers, employees, representatives, agents, and assigns are discharged from any and all liability resulting from any damage that occurs secondary to the extraordinary weight, size, and/or dimensions of any item in Customer's delivery.
 - e. That ARCADIA HOME DELIVERY, LLC, its owners, directors, officers, employees, representatives, agents, and assigns are discharged from any and all liability resulting from any damage that occurs secondary to confined or difficult to maneuver terrain, including but not limited to low hanging branches, narrow or difficult driveways, roundabouts, narrow or difficult hallways, and steep or unsafe stairways.
6. The Delivery Team will remove all packing material and trash generated by the move.
7. The Delivery Team, as employed by ARCADIA HOME DELIVERY, LLC performs no other tasks as part of the contracted delivery.
8. The Customer and the Delivery Team, or an individual member thereof, may agree that the Delivery Team or any individual member thereof, may perform tasks over and above those specifically set forth above (hereinafter "extraordinary tasks") so long as the same does not interfere with or delay subsequent scheduled deliveries. Neither the Delivery Team, nor any individual member thereof, can engage in any extraordinary task if, by doing so, subsequent deliveries will be compromised in any fashion. Customer

acknowledges and agrees that Delivery Team, or the individual member thereof, is acting outside the scope of their independent-contractor relationship with ARCADIA HOME DELIVERY, LLC in the performance of any and all such extraordinary tasks. Customer acknowledges and agrees that the Delivery Team or individual member thereof, is not an employee, agent, or representative of ARCADIA HOME DELIVERY, LLC in the performance of any extraordinary task. Customer further acknowledges and agrees that ARCADIA HOME DELIVERY, LLC, its owners, directors, officers, employees, representatives, agents, and assigns are not responsible and are thereby discharged from any and all liability for any deeds or misdeeds, acts, errors, or omissions of Delivery Team, or any individual member thereof, in the performance of any extraordinary tasks.

CLAIMS:

1. Customer is responsible for inspecting all delivered furniture for damage and/or defect at the time of delivery and prior to execution of the Bill of Lading. The Delivery Team will allow Customer sufficient time to inspect delivered furniture for damage and/or defect and to inspect personal and real property for any damage rendered thereto as a result of the delivery process.
2. Once inspection and installation are complete, Customer is to sign the Bill of Lading. By doing so, Customer acknowledges and agrees that ARCADIA HOME DELIVERY, LLC and the Manufacturer and/or Seller are not liable for any damage or defect to Customer's property and/or the delivered furniture except as otherwise noted on the Bill of Lading. ARCADIA HOME DELIVERY, LLC is not responsible for any damage or defect to any real or personal property not specifically noted by Customer on the Bill of Lading.
3. Delivery Team will remove and transport to ARCADIA HOME DELIVERY, LLC's warehouse all furniture Customer alleges is damaged or defective. ARCADIA HOME DELIVERY, LLC is not responsible for and will not perform in-home repairs of any damaged or defective furniture except for minor touch-ups.
4. Customer waives all claims for damage or defect by retaining possession of the allegedly damaged or defective furniture. Customer waives all claims for damage or defect by refusing or failing to inspect the furniture at time of delivery.
5. ARCADIA HOME DELIVERY LLC's Quality Control Department will inspect all furniture alleged to be damaged and/or defective. Items deemed damage-free and/or of normal production quality will be returned to Customer upon payment of a redelivery charge. ARCADIA HOME DELIVERY, LLC recommends that the Customer not refuse complete orders unless the complete order is damaged and/or defective as redelivery charges will be assessed for all non-damaged and/or non-defective furniture.
6. ARCADIA HOME DELIVERY, LLC specifically reserves the right to repair any item deemed freight damaged. If the piece cannot be repaired to manufacturer's standard of quality, ARCADIA HOME DELIVERY, LLC will, at their discretion, reimburse Customer the actual purchase price of the freight damaged furniture or replace the freight damaged furniture, and no more. Customer specifically waives the right to any further claim for damages. All repaired or replaced freight damaged furniture will be redelivered to Customer at no additional charge provided the entire delivery charge has been paid in full, and on a priority basis but no guarantee is made as to the timeframe of redelivery.
7. ARCADIA HOME DELIVERY, LLC is not responsible for and will not repair, pay for repair, or replace any items returned due to Manufacturer's defect. Manufacturer and/or Seller is responsible for payment for redelivery of all defective furniture. Customer is responsible for communicating with Manufacturer and/or Seller about any and all defective pieces.