

## TERMS & CONDITIONS

### PAYMENT

We accept payment via credit card, bank transfer and check.

### DEPOSIT REQUIREMENTS

We require a non-refundable deposit of 50% on all orders. Production does not commence until receipt of deposit. Pieces ship upon receipt of final payment. Prices and quotes are subject to change without given notice.

### RETURNS & EXCHANGES

Because of the custom nature of our work, we do not accept returns or exchanges.

### BALANCE REQUIREMENTS

Final balances due are required within ten (10) business days of the date of the final balance invoice. Fern will provide completion photos to the Client if requested.

If the balance is not received in this time frame, each furniture piece will incur a warehousing fee of \$50/per day. The warehousing fee must be paid in full prior to shipping.

### SHIPPING

We ship nationally and internationally via reputable, insured shipping companies. Quotes may be provided at the time of the order is placed; however, quotes may change at the time of shipment. We are able to store pieces for 10 business days. After this time storage fees will incur in the amount stated on the invoice.

We cannot guarantee shipping times nor provide the shipper's delivery estimates due to the fluidity of the service. This is due to a number of circumstances, including but not limited to weather, truck capacity, and shipper's schedule changes.

We provide the service of arranging pick-up from our work shop and paying the shipper. We provide the shipper with the recipient's information, and the schedule is worked out between those parties. Due to the high volume of furniture that we ship, we cannot manage the shipping process once furniture leaves our shop. Any cost overruns or shipping expenses due to unforeseen circumstances (stairways, limited elevator space, etc.) are the responsibility of the client.

For international shipments, please email us directly at [shipping@fernny.com](mailto:shipping@fernny.com).

For Bulk Shipping on contract furniture, we can provide crating & pallet service when applicable at an additional cost.

## FURNITURE CARE INSTRUCTIONS

All of our furniture is made from the most beautiful American hardwoods that we are able to source in a sustainable way. Unlike many contemporary furniture manufactures, where veneers and wood composite materials are used, our furniture is constructed from solid wood. We strive to make pieces that are unique designs based around the tree's natural irregularities and characteristics.

Unlike furniture made from other materials, solid wood continues to "live" after its tree life has ended. With seasonal moisture and temperature, wood expands and contracts – this is something that has been accounted for in the construction of all of our pieces. However, movement of the piece can be expected with the seasons. The furniture should be kept indoors within a climate-controlled area and out of direct sunlight.

All furniture should be used in a stable, controlled atmosphere and positioned to avoid direct sunlight. The ideal climate is 65-75 degrees Fahrenheit with 35-55% relative humidity. Never place your furniture piece directly next to or in direct line of a climate control source such a radiator or HVAC vent, as this can cause warping of the wood and joint failure. To remove dust from the natural cracks in our furniture pieces, use a soft toothbrush.

### Residential Care

Unless a commercial finish is specifically requested, our residential furniture is finished with a zero-VOC hardwax oil finish. The pieces should be cleaned with a damp cloth.

DO NOT clean your furniture with a commercial wood cleaner or polish, except as specified below, as this will react with the oil finish and create streaking on the wood that is very difficult to remove without refinishing the entire piece. We recommend cleaning dust with a soft lint-free cloth dampened with water. Pieces should be cleaned at the end of use to avoid any water spots or stains.

General Bi-monthly Cleaning (Surface Care Soap) – Pieces can be cleaned with <https://www.monocoat.us/surface-care-spray-kit/>. Please follow directions on the bottle for cleaning.

Removal of Water Spots & Other Stains (Tannin Remover) – We recommend using the product - <https://www.monocoat.us/tannin-remover/> for removal of stains and any water spots. Follow directions on product bottle.

Quarterly Refresh (Refresh Eco) – A few times a year, we recommend using <https://www.specialhardwood.com/collections/maintenance-cleaning/products/refresh-eco> to restore and refresh the oil finish of your product.

Annual Refresh (Universal Maintenance Oil) – For when your furniture piece is looking very matte, we recommend <https://www.specialhardwood.com/collections/maintenance-cleaning/products/universal-maintenance-oil>. This Universal Maintenance Oil can be used annually to restore luster to the piece only use the "PURE" color.

### Commercial Care

Our Commercial/Contract furniture is finished with a zero-VOC waterborne finish. DO NOT clean your furniture with a commercial wood cleaner or polish, as this will react with the oil finish and create streaking on the wood that is very difficult to remove without refinishing the entire piece. We recommend cleaning dust with a soft lint-free cloth dampened with water.

## WARRANTY

Fern warrants its Indoor Products to the original Purchaser to be free of defects in workmanship and materials under normal use and under conditions for which the Product was designed for a period of ten (10) years for residential use and five (5) years for commercial use.

During this warranty period, Fern will repair, or at its option, replace any Product proven to be defective with regards to joinery. Fern shall not be liable for loss or any consequential or incidental damages that may arise as a result of defective Product.

This limited warranty does not apply to:

- Damage caused by a carrier or transportation of the Product.
- Outdoor furniture pieces.
- Product not properly maintained per Furniture Care Instructions.
- Normal wear and tear or acts or omissions of parties other than Fern. This warranty does not cover any product repaired or altered by any person not so authorized by Fern, including user modification, improper use or installation of Products.
- Durability or suitability of any exterior surface coatings or finishing treatments over the term.
- Matching of color, grains or texture except as specified in the Fern's Order Confirmation and the finish sample.
- Natural variations occurring in wood, stone, and glass shall not be considered defects, and Fern does not guarantee the colorfastness or matching of colors, grains or textures, or surface hardness of such materials.
- Large thickness slabs may incur checking over the long term with seasonal movement. This is not considered a defect, and is the natural movement of the wood seasonally.
- Adequacy of any electronic components.

Fern must be notified of any claim against this warranty within five (5) years (commercial) or ten (10) years (residential) from the date of shipment. To obtain the benefit of this warranty, contact Fern in writing. It is the responsibility of the Purchaser to arrange the return of Product to Fern and to assume all costs relating to any incidental or consequential damages.