



Terms and Conditions

These Terms and Conditions of Sale shall apply to every contract of Chesterfield NYC and Chesterfield USA for the sale of goods or articles ("products") to any person or entity that approves and/or signs this invoice.

Order Acknowledgments

Buyer is solely responsible for choosing product size and material specifications. Chesterfield NYC will prepare an invoice for the buyer to confirm and approve in writing. All of our products are done by hand therefore the sizes can vary a few inches depending on the leather and material used.

The issuance of an order acknowledgment is the sole document confirming order acceptance. The supplier manufactures, ships and invoices orders based on the order acknowledgment. All orders are subject to the terms and conditions set forth herein and on the acknowledgment notwithstanding any variance in terms and conditions set forth on the customer's order form. The order acknowledgment is intended as a complete, exclusive and final statement of terms and conditions of agreement between seller and the customer with respect to the purchase and sale of the goods on order. We are not responsible for errors in specification and consider the order acknowledgment to be binding. Modification to an acknowledgment will place the order on production hold until all aforementioned changes are confirmed in writing to us and re-acknowledged by seller. We will inform the customer of change approvals and lead time if any. We maintain the right to increase pricing should the changes be approved.

Estimated Lead Times

We will provide you with an estimated delivery week upon placement of your order. This week is an indication only; actual week of arrival may differ due to circumstances out of our control. Under no circumstances shall Chesterfield NYC have any liability whatsoever for loss of use or of any direct, indirect or consequential damages resulting from delay regardless of the reason(s). By placing an order the buyer agrees that the time of delivery of the product is not of the essence, and waives any and all claims arising from any delay of the delivery.

Terms of Payment – Furniture Only

50% Non-Refundable deposit due at the time of order placement if sold in full retail value. Remaining balance is due 4 weeks before delivery (prior to factory release) by check or wire transfer only. **Full payment is due at time of order placement, if item is on sale or sold as a net and/or discount price. All checks must be made out to Chesterfield NYC.** Shipping charges are due before delivery if paid by check, and same day if paying in cash. Delivery will not be scheduled until payment has cleared our bank.

Returns Policy

All sales are final. Return of furniture will not be accepted without our written authorization and shipping instructions. Unauthorized returns will be returned freight collect. Return transportation must be pre-paid.

Cancellations

Orders may be cancelled in writing within 3 days of order placement. We will charge a 5% administrative fee, but will refund the remaining balance. Sale items (including floor samples) cannot be cancelled at any time.

Changes to your order

We are only able to change your order if manufacturing has not already started. Any changes must be approved in writing.

Delivery/Freight Charges

Customers are responsible for checking that all goods have free and easy access to their intended destination. Should delivery prove impossible, we may require the customer to accept the goods and make their own arrangements for delivery. Cancellation of a booked delivery is subject to a cancellation fee equivalent to the standard delivery price, should notice be given later than 24 hours prior to the booked delivery date. We do not offer storage services, but can make arrangements for special cases. Delivery charges are separate and are not included in the original invoice.

Entry and Access to Site / Unit

Customer is responsible for verifying building access and all entry measurements. Measure all entryways, stairways and/or elevators to be sure that your furniture will fit. Extra fees will be assessed for walk-ups or re-deliveries. Returns will not be accepted for items that do not fit.

Storage

Customers must accept delivery of merchandise within 10 days from the date of availability. Storage charges will commence ten (10) days after arrival and will be billed to you directly by the trucking company.

Claims/Damages

Natural variations occurring in wood, fabric, and leather shall not be considered defects, and Chesterfield does not guarantee the colorfastness or matching of the colors, grains, textures or surface hardness of such materials. Any damages that occur during delivery must be noted in detail on the delivery receipt, and returns are for store credit only. We are not responsible for any damages caused due to misuse of the item(s).

Hand Dyed Leather Hand Dyed leathers are done by hand on each sofa therefore the leather color varies each time. We do not guarantee a specific color variation or a match to a specific sample

Art Sales Payment for art is due in full upon placement of order. We can recommend a service for delivery, but we will not be responsible for any damages that occur once the art has left our premises

Care Instructions: Do not use chemical cleaners on any of our leather and wood products; a damp cloth for dust will suffice. Leather care instructions will be provided upon request.