

# Terms & Conditions

## Finishes

Every Old Biscayne Designs is finished by hand. Variations in wood grain, application, and color are to be expected. Please submit the wood or metal finish sample if you require a specific finish.

## Trim, Multiple Finishes, Specialty Finishes

Trim or multiple color applications on any design will carry an upcharge, as do all Weathered finishes. Please call the factory for complete and accurate quotes including up-charges on dual or specialty finishes.

## Upholstery and Wallpaper

Any upholstered design may be covered with OBD's recycled & faux leathers, easy care fabrics, or COM (Customer's Own Material). Please specify brass tacks, pewter tacks, or welting when your order is placed. If neither is specified, Old Biscayne will use our discretion as to which application best fits the design.

## COM & COW

All Customer's Own Material (COM) and Customer's Own Wallpaper (COW) must be inspected before delivery to our factory. Our professional upholstery department and production staff will use their discretion in the application of fabric unless otherwise specified.

## Leathers

All Natural Leathers have scars, tick bites, scratches and natural imperfections. If one prefers an upholstered design with no imperfections, please select from our faux leathers.

## Design Alterations

Our factory reserves the right to make design alterations for production purposes without prior notice. OBD also reserves the right to make alterations to specified COM/COL applications without prior approval should application specifications not be possible due to the design or fabric patterns.

## Warranty

OBD warrants that goods will be free from defects in materials or workmanship for a period of one (1) year. The seller's sole obligation shall be to repair or replace at its option. All transportation and handling charges to and from the factory are the responsibility of the customer.

OBD is not responsible for dents, scratches, and scrapes your furniture receives from regular use.

## Charge Backs

Charge backs are not accepted. Accounts that deduct unauthorized charge backs will be changed to prepaid terms without notice.

## Returns

All returns must be pre-authorized in writing by the factory. Freight and handling charges are the responsibility of the customer. This includes any white-glove delivery to the end customer's residence.

## Cancellations

All furniture is bench made to order and is non-cancellable and non-returnable.

## Damage Claims

All damage claims are the responsibility of the customer. Goods are received by the carrier in excellent condition, and are well-packed using standard approved methods. Therefore, the carrier is responsible for damaged and lost merchandise. It is the responsibility of the customer to make sure that damage claims are submitted to freight companies in a timely manner per the regulations of that freight company. OBD will not accept any damage claims not made within 30 days of delivery to the receiver, or after delivery to the end customer.

## Changes To Orders

Any changes made to orders that have already been processed require the submission of a revised PO that includes any updated information being changed and the current date. OBD will not make changes to orders via emailed change requests or if revised PO does not include the current date of change being requested. No changes are allowed once the piece has been cut. Changes made after pieces have been cut will result in the cancellation of the order and forfeit of your deposit.

## Disclaimers

Dimensions given on our website are approximate and may vary somewhat from the actual piece. We reserve the right to make changes in design to improve the product without notice.

We make every attempt to show sample colors as accurately as possible, however displays vary. Please request a sample for accuracy and return the sample once approved so the artisans may match your approved sample as closely as possible. Finishes are multi-layered and hand applied, so slight variances are to be expected.

Our top coats, available in different sheens, are catalyzed and very durable. While there is no top coat offered in our industry that is dent, chip, or scratch-proof, we have tried most and found our current product to be an excellent option. If you are wanting the finish to stay pristine, we highly advise the use of a furniture pad or the addition of a 1/4" glass to be placed over the table. OBD is not responsible for the signs of life your furniture receives from regular use.

The factory reserves the right to make changes to or discontinue a color, style, or hardware at its own discretion and without any prior notification.

Each Old Biscayne Finish  
Is The Final Signature Of  
A Unique Original Design.

*Gabrielli '23*