Sales Terms & Conditions

Pricing

- All pricing proposals are confidential and valid for 60 days. Product and freight estimates are subject to change should there be any modifications to stock codes, fabric grades/selections, options, shipping services, or ship to destination.
- Prices exclude shipping, installation and sales tax.
- Prices are F.O.B. factory loading dock Matamoros, Mexico.

Sales Order Revisions & Cancellations

- Orders cannot be canceled, changed, or returned without written consent from Kwalu, which may be granted or withheld based on conditions, service charges, or price adjustments.

Credit App/Deposit

- New customers must submit a credit application unless the order is prepaid in full before production.
- The information on the credit application must match the billing customer on the purchase order.
- Customers without order history in the last 3 years must provide an updated credit application.
- Deposit terms are assessed on an order-by-order basis, considering credit report, limit, history, and order size.

Taxes

- Customers must provide proof of tax exemption; otherwise taxes will be applied.
- Sales taxes are calculated based on the final product destination.
- Canadian orders incur GST unless third-party shipping is arranged and paid by the customer.
- Hawaiian orders are subject to GET.

Payments

- All credit card payments incur a 2.5% fee.
- Payment terms are NET 30 or otherwise noted.
- Customers with past due balances may be subject to shipping holds.
- Orders sent to collections will incur collection fees plus an interest charge of 1% on the unpaid invoice amount, compounded monthly.
- All sales are in USD and payable in USD.
- To protect against fraud, Kwalu recommends payments via ACH or wire.
- Payments will be allocated to the oldest outstanding invoices unless specified otherwise.
- Deductions or adjustments require prior approval from the Kwalu accounting team.

Warranty Terms & Conditions

This document outlines the terms and conditions of the limited warranty provided by Kwalu. Below are the specific details regarding the duration of coverage and exclusions.

Limited Warranty Coverage

Eligibility: This warranty applies exclusively to the original purchaser and is non-transferable. To be eligible for coverage under this limited warranty, you must purchase the product directly from Kwalu or an authorized dealer. It is valid only under conditions of normal use and begins on the shipping date.

Conditions: The warranty will be voided if the product is modified without authorization, misused, abused, or used for purposes other than its intended design.

General Warranty Provisions

We reserve the right to modify the terms, coverage, or conditions at any time with prior notice.

If a product is discontinued, we will provide a suitable alternative in accordance with the original warranty terms, reflecting our current product offerings. If a direct replacement is unavailable, we will work with you to find a comparable solution.

Labor, service, and freight or other shipping charges will be covered if they fall within the conditions outlined in the warranty matrix below. Motorized beds are only eligible for coverage as outlined in the warranty matrix below and will be excluded from any additional warranty terms.

Custom products will be covered under the same warranty conditions as the original item they are modeled after.

All claims will be subject to inspection and analysis to determine the cause of the issue.

Shipping Damage

Customers are responsible for inspecting all products upon receipt. Any loss or damage must be reported to Kwalu within 5 business days – no exceptions. Kwalu will handle filing any related freight claims but does not accept responsibility for loss or damage incurred during third-party shipping.

Warranty Coverage

The following pages provide detailed matrix outlining the warranty coverage and terms for each product category:

Seating
Casegoods
Tables
Overbed Tables
Outdoor / Alesso Bed

Warranty Terms & Conditions | Seating

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Component	Duration	Coverage
Fabrics	**Manufacturer Warranty**	Kwalu guarantees upholstery workmanship in conjunction with fabric manufacturer warranty terms. **Exclusions:** • Normal wear and tear (e.g., pilling, pooling) • Misuse or negligence • Reupholstery • COM • Color variation or dye lot
Frames & Finish	**10 years**	Kwalu's patented technology frames are guaranteed against breakage during normal use for their intended applications. If visible structural damage or safety concerns arise beyond normal wear and tear, Kwalu will assess the issue and provide an equitable solution. **Exclusions:** • Color and grain variations • Color fading • Heavy scuffs and scratches from improper handling or care • Heat marks / Exposure
Foam	**1 Year**	Kwalu guarantees cushions against irregular foam density and deformation due to manufacturing defects. **Exclusions:** • Deformation from normal wear and tear • Loss of resilience
Glides & Casters	**5 Years**	Kwalu guarantees that glides and casters will not break or detach during normal use in their intended applications. **Exclusions:** • Normal wear and tear • Floor damage
Mechanisms	**5 Years**	Kwalu guarantees the proper function of mechanisms for the specified warranty period beginning on the ship date. **Exclusions:** • Damage from weight overload • Damage from modifications, misuse, abuse, alteration, or negligence
Electrical Components (motors, batteries, heat and massage)	**3 Years**	Kwalu guarantees the function of the electrical components for three years of normal use. **Exclusions:** • Damage due to failure to follow instructions • Damage from modifications, misuse, abuse, alteration, or negligence
Solid Surfaces	**Manufacturer Warranty**	Kwalu guarantees all solid surface components are free from defects in workmanship for one year beginning on the ship date. **Exclusions:** • Graining and color matching • Normal wear and tear • Surface staining and colorfastness • Damage from modifications, misuse, abuse, alteration, or negligence

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Warranty Terms & Conditions | Casegoods

Component	Duration	Coverage
Structure & Finish	**10 Years**	Kwalu guarantees our cabinets against defects in workmanship, and manufacturing-related issues such as delamination, laminate shrinking, edge banding detachment, and manufacturing-related scratches. **Exclusions:** • Breakage caused by exceeding specified weight limits • Breakage, delamination or edge banding detachment caused by improper care or handling • Damage from modifications, misuse, abuse, alteration, or negligence • Heat marks / Exposure
Solid Surface	**Manufacturer Warranty**	Kwalu guarantees all solid surface components are free from defects in workmanship for one year beginning on the ship date. **Exclusions:** • Graining and color matching • Normal wear and tear • Surface staining and colorfastness • Damage from modifications, misuse, abuse, alteration, or negligence
Glides & Casters	**5 years**	Kwalu guarantees that glides and casters will not break or detach during normal use in their intended applications. **Exclusions:** • Normal wear of the glides • Floor damage
Hardware	**5 Years**	Kwalu guarantees the proper functioning of drawer slides, hinges, and locks along with defects in workmanship for one year beginning on the ship date. **Exclusions:** • Damage from modifications, misuse, abuse, improper cleaning or installation, excessive loads
Electrical Devices	**Manufacturer Warranty**	Kwalu guarantees the correct function of the electrical devices for one year beginning on the ship date. **Exclusions:** • Damage from abuse, misuse, or damage/replacement resulting from user modifications

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Warranty Terms & Conditions | Tables

Component	Duration	Coverage
Frames & Finish	**10 Years**	Frames made from Kwalu patented technology are guaranteed against breakage under normal use for the intended application. The finish can be repaired for scuffs incurred during normal use using our repair procedure. **Exclusions:** • Variation in color and grain • Color fading • Heavy scuffs and scratches caused by improper care and handling • Heat marks / Exposure
Table Tops	**10 Years**	Kwalu guarantees table tops against defects in workmanship, and manufacturing-related issues such as delamination, laminate shrinking, edge banding detachment, and scratches. **Exclusions:** • Breakage caused by exceeding specified weight limits • Breakage, delamination or edge banding detachment caused by improper care or handling • Heat marks / Exposure • Damage from modifications, misuse, abuse, alteration, or negligence
Solid Surfaces	**Manufacturer Warranty**	Kwalu guarantees all solid surface components are free from defects in workmanship for one year beginning on the ship date. **Exclusions:** • Graining and color matching • Normal wear and tear • Surface staining and colorfastness • Damage from modifications, misuse, abuse, alteration, or negligence
Glides & Casters	**5 Years**	Kwalu guarantees that glides and casters will not break or detach during normal use in their intended applications. **Exclusions:** • Normal wear and tear • Floor damage

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Warranty Terms & Conditions | Overbed Tables

Component	Duration	Coverage
Table Bases	**5 Years**	Kwalu guarantees the proper functioning of overbed table mechanisms for one year beginning on the ship date. **Exclusions:** • Normal wear and tear • Damage from modifications, misuse, abuse, alteration, or negligence
Table Tops	**10 Years**	Kwalu guarantees table tops against defects in workmanship, and manufacturing-related issues such as delamination, laminate shrinking, edge banding detachment, and scratches. **Exclusions:** • Breakage caused by exceeding specified weight limits • Breakage, delamination or edgebanding detachment caused by improper care or handling • Heat marks / Exposure • Damage from modifications, misuse, abuse, alteration, or negligence
Solid Surfaces	**Manufacturer Warranty**	Kwalu guarantees all solid surface components are free from defects in workmanship for one year beginning on the ship date. **Exclusions:** • Graining and color matching • Normal wear and tear • Surface staining and colorfastness • Damage from modifications, misuse, abuse, alteration, or negligence

Warranty Terms & Conditions | Outdoor

Component	Duration	Coverage
Frames & Finish	**3 Years**	UV-protected Kwalu products are warranted against structural degradation for three years. Regular maintenance with 0000 steel wool is recommended to keep the finish looking clean and new. **Exclusions:** • Normal wear and tear • Color fading • Wear of glides • Heat marks / Exposure

Warranty Terms & Conditions | Alesso Bed

Component	Duration	Coverage
Frames & Bed Rails	**10 Years**	Kwalu offers a 10-year warranty on our bed frames against material and workmanship defects under normal use. **Exclusions:** • Damage from modifications, misuse, abuse, alteration, or negligence • Labor
Electrical Devices	**2 Years**	Kwalu guarantees the correct function of the mechanism for two years from the ship date. **Exclusions:** • Damaged caused by not following safety instructions • Labor
Mattresses	**2 Years**	Kwalu offers a two-year warranty on mattresses against defects in material and workmanship. **Exclusions:** • Damage from modifications, misuse, abuse, alteration, or negligence • Labor
Headboards, Footboards, & Side Panels	**10 Years**	Kwalu guarantees our headboards, footboards, & side panels against defects in workmanship, and manufacturing-related issues such as delamination, laminate shrinking, edge banding detachment, and manufacturing-related scratches. **Exclusions:** • Breakage caused by exceeding specified weight limits • Breakage, delamination or edge banding detachment caused by improper care or handling • Damage from modifications, misuse, abuse, alteration, or negligence • Heat marks / Exposure

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