Wholesale Terms & Conditions

Fireside Lodge Furniture Company • Big House Fabrics, Inc. • Wooded River, Inc.

Effective Date: 09/14/2026

These Wholesale Terms and Conditions apply to products sold under the Fireside Lodge Furniture, Wooded River, and Big House Fabrics brands. For purposes of these Terms and Conditions, 'Company' means the legal entity identified as the seller on the applicable order acknowledgment or invoice. Fireside Lodge Furniture products are sold by Fireside Lodge Furniture Company, and Wooded River and Big House Fabrics products are sold by Wooded River, Inc. By submitting an order, accepting an order acknowledgment, or purchasing products from the Company, the customer agrees to these Terms and Conditions.

Orders and Order Acceptance

All orders are subject to acceptance by the Company. An order is considered accepted when we issue a sales order acknowledgment.

Customers are responsible for reviewing order acknowledgments, including product numbers, descriptions, quantities, dimensions, finishes, fabrics, pricing, shipping information, and requested delivery dates. Any discrepancies must be reported promptly and before the order is released to production.

Changes to an accepted order must be requested in writing and approved by the Company. Approved changes may affect pricing and lead time. Orders may not be changed after materials have been cut or production has begun unless approved by the Company.

These Terms and Conditions apply to all orders and take precedence over conflicting or additional terms contained in a customer purchase order or other document unless expressly accepted by the Company in writing.

Pricing

Prices are subject to change without notice. Orders will be invoiced at the prices in effect when the order is accepted unless otherwise stated in a valid written quote.

Written quotes are valid for 30 days unless otherwise specified. We reserve the right to correct clerical, typographical, pricing, or calculation errors.

Prices do not include freight, delivery charges, storage charges, taxes, duties, tariffs, or other applicable fees unless specifically stated in writing.

Payments

We accept Visa, Mastercard, Discover, American Express, ACH and check. We do not accept debit/pre-paid cards. Where permitted by law, credit-card payments are subject to a 3% surcharge.

Any required deposit or prepayment must be received in cleared funds before an order is released to production. Unless otherwise agreed in writing, required deposits are applied toward the order balance and are nonrefundable once production has begun.

Credit Terms

Customers requesting credit terms must complete and sign a credit application. Following review and approval by our Credit Manager, a limited line of credit may be established.

Credit approval and payment terms are granted at the Company's discretion and may be reduced, suspended, or revoked at any time. Orders exceeding an approved credit limit may require a 50% deposit before production, with the remaining balance due before shipment. Alternative payment arrangements must be approved in writing before production begins.

Net 30 invoices are due in full within 30 days of the invoice date.

Past-due balances are subject to a service charge of 1.5% per month or the maximum amount permitted by law, whichever is less. The Company may suspend production, withhold shipments, revoke credit terms, or require prepayment on current and future orders when an account is past due.

The customer is responsible for reasonable collection costs and attorneys' fees incurred in collecting past-due amounts to the extent permitted by law.

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Invoicing
Invoices are generally emailed within 24 hours after shipment and will include available tracking or shipment information.

Freight damage, shortages, or other pending claims do not relieve the customer of the obligation to timely pay all undisputed invoice amounts. Any approved credit or adjustment will be issued after the claim has been reviewed.

Customers may not deduct or offset anticipated credits, claims, chargebacks, or allowances from an invoice without prior written authorization from the Company.

Taxes and Resale Documentation
Customers are responsible for providing current and valid resale or tax-exemption documentation. Applicable sales, use, excise, or similar taxes will be charged when acceptable exemption documentation has not been provided.

Customers are responsible for any applicable duties, tariffs, brokerage charges, customs fees, or other costs associated with international shipments.

Product Information and Natural Variations
We make every effort to provide accurate photographs, descriptions, dimensions, and specifications. Because our products incorporate natural and reclaimed wood, fabrics, and other materials, variations are expected.

Natural and reclaimed wood may display variations in color, grain, texture, distressing, knots, checks, cracks, nail holes, weathering, mineral streaks, and other natural characteristics. Wood may expand, contract, or develop minor checks as it responds to changes in temperature and humidity. These characteristics contribute to the individuality of the product and are not considered defects.

Fabrics and textiles may vary slightly in color, texture, pattern placement, or dye lot.

Colors shown in printed materials or on electronic displays may vary from the actual product. Samples are representative but do not guarantee an exact match. Product dimensions are approximate and may vary slightly due to materials and handcrafted construction.

We reserve the right to make reasonable improvements or changes to product materials, construction, dimensions, specifications, and design without prior notice or obligation, provided the overall function and character of the product are not materially changed.

Ecommerce dealers are responsible for maintaining accurate and current product descriptions, dimensions, images, pricing, lead times, care instructions, and other information on their websites and sales channels.

Custom, Modified, and Upholstered Products
A written quote will be provided for custom products. Custom products include items made to nonstandard dimensions or specifications, products with modified construction or finishes, customer-specified designs, cut fabric by the yard & cut leather or leather by the hide orders. Products with specified variables for chosen fabric and construction options, and other products identified as custom on the quote or order acknowledgment.

All upholstered furniture is considered custom and made to order.

Customers are responsible for reviewing and approving all custom specifications before placing an order. Custom, modified, and upholstered products are final sale and may not be cancelled, changed, or returned after the order has been started in production except in the case of an approved manufacturing defect or Company error.

Cancellations
Cancellation requests must be submitted in writing.

Orders may be cancelled without charge only when the cancellation request is received and approved before the order is released to production.

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Once production has begun, cancellation of any order is subject to Company approval and a cancellation fee of at least 20% of the cancelled order value. Additional charges may apply when material, labor, or other costs incurred exceed the cancellation fee.

Returns

All returns require prior written authorization and an assigned Return Authorization number. Contact Customer Service before returning any product. The Return Authorization paperwork must be included with the shipment.

Return requests must be made within 30 days after delivery unless otherwise approved in writing. Authorized returns must be shipped within 15 days after the Return Authorization is issued.

Products must be returned unused, uninstalled, unwashed, and in their original condition and packaging.

Unless the return results from an approved manufacturing defect or Company error, the customer is responsible for return freight charges and a 20% restocking fee. Original freight and delivery charges are nonrefundable.

Custom, modified, upholstered, clearance, discontinued, and final-sale products are nonreturnable. Products returned without authorization may be refused.

Cut yardage is not returnable.

The customer is responsible for loss or damage occurring during return transportation. No credit will be issued until the returned product has been received and inspected. Credits will be based on the condition and quantity of the products received.

Lead Times and Production Delays

Production and shipping dates are estimates unless expressly guaranteed in writing. Lead times begin after the order has been accepted and all required deposits, specifications, fabrics, approvals, and other information have been received.

The Company is not responsible for delays caused by material shortages, supplier delays, labor interruptions, equipment failure, carrier delays, severe weather, natural disasters, government action, tariffs, fire, transportation disruptions, or other circumstances beyond our reasonable control.

A production or shipping delay does not automatically give the customer the right to cancel an accepted order.

Shipping Terms

Unless otherwise agreed in writing:

- Fireside Lodge Furniture orders are shipped FOB origin, Pequot Lakes, Minnesota.
- Wooded River and Big House Fabrics orders are shipped FOB origin, Caldwell, Idaho.

Risk of loss passes to the customer when the shipment is tendered to the carrier, subject to applicable law and the applicable carrier arrangement.

Freight, delivery, accessorial, residential-delivery, liftgate, inside-delivery, appointment, redelivery, and other carrier charges are the customer's responsibility unless otherwise stated in writing.

Drop Shipping

We may drop ship directly to a customer-designated address for an additional fee. Contact your account manager for current fees and requirements.

The wholesale customer remains responsible for payment, accurate delivery information, unexpected charges incurred to the Company from carrier for delivery / address corrections, communication with its retail customer, and compliance with these Terms and Conditions.

The Company is not responsible for additional charges or delivery failures resulting from incorrect addresses, inaccessible delivery locations, missed appointments, or inaccurate information provided by the customer.

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Ecommerce and Drop-Ship Returns

The wholesale customer is responsible for establishing and administering its own consumer return and cancellation policies. The Company is not bound by return, refund, exchange, satisfaction-guarantee, or cancellation terms offered by a retailer to its customer.

A return accepted by a retailer from its customer does not automatically qualify for return to the Company. Products may not be returned or forwarded to the Company without prior written authorization and an assigned Return Authorization number.

Returns resulting from buyer's remorse, color or texture preference, comfort preference, inaccurate measurements, failure to fit through doorways or into the intended space, missed delivery appointments, customer refusal, or inaccurate product information provided by the retailer are not considered manufacturing defects or Company errors.

Approved ecommerce or drop-ship returns must be unused, unassembled, uninstalled, unwashed, and returned in their original packaging. Unless the return results from an approved manufacturing defect or Company error, the wholesale customer is responsible for all original, return, redelivery, and accessorial freight charges, plus the applicable 20% restocking fee.

The wholesale customer remains responsible for communicating with its retail customer and may not direct a consumer to contact or return merchandise to the Company unless authorized in writing.

Customer-Selected Carriers and Freight Accounts

Customers wishing to use their own carrier, freight account, or Bill of Lading must make arrangements with their account manager before shipment.

The customer is responsible for all freight charges, carrier requirements, claims, and additional fees when shipping on the customer's carrier account or Bill of Lading.

Receipt and Inspection of Shipments

Customers must inspect all shipments immediately upon delivery. Do not dispose of cartons, pallets, protective materials, or other packaging until the shipment has been fully inspected.

For freight shipments, inspect the packaging and merchandise for visible damage before the carrier leaves. Visible shortages or damage must be clearly documented on the carrier's delivery receipt or Bill of Lading before it is signed. Notations such as "subject to inspection" may not be sufficient to support a freight claim.

Photographs should be taken of the shipment before unloading, the damaged packaging, shipping labels, and the affected product. Retain copies of the signed delivery receipt or Bill of Lading and all packaging materials.

Concealed damage, shortages, incorrect products, or manufacturing concerns must be reported to Customer Service promptly after discovery and within the applicable carrier or Company claim period. The customer must provide the invoice or order number, product number, description of the issue, photographs, and any requested supporting documentation.

The party entitled to file a carrier claim under the applicable freight arrangement will do so. The other party will provide reasonable assistance and documentation. The Company's assistance with a carrier claim does not constitute acceptance of responsibility for freight damage.

Failure to inspect, document, retain packaging, or report damage within the required period may result in denial of the claim.

Refusal of Shipment

A customer who refuses or fails to accept a shipment made in accordance with the order acknowledgment without prior Company authorization will be responsible for all outbound freight, return freight, redelivery, storage, and other related charges, plus a 20% restocking fee. Unauthorized refusal may also result in suspension or loss of credit terms.

This provision does not apply when the Company authorizes refusal because of substantial visible freight damage, an incorrect shipment, or another documented Company error.

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Delayed Delivery and Storage

If completed merchandise cannot be shipped or delivered because the customer is unable or unwilling to accept it, the Company may invoice the order and assess reasonable storage, handling, redelivery, and additional freight charges.

Risk of loss may pass to the customer when the merchandise is placed in storage due to a customer-requested delay, subject to applicable law.

Product and Warranty Claims

Freight damage, shortages, incorrect products, and manufacturing defects are handled as separate types of claims and must be reported according to the applicable claim procedure.

Products may not be repaired, altered, discarded, or returned without prior written authorization. Unauthorized repair, alteration, disposal, or return may result in denial of the claim.

For an approved manufacturing defect or Company error, the Company will determine the appropriate remedy, which may include repair, replacement, replacement parts, or credit. Refunds, replacements, and credits are not issued until the claim has been reviewed and approved.

Warranty coverage, exclusions, and claim procedures are described in our applicable written product warranty. Natural variations, normal wear, misuse, improper assembly, improper cleaning, unauthorized repairs, commercial abuse, and damage caused by unsuitable temperature or humidity are not manufacturing defects.

Limitation of Liability

To the fullest extent permitted by law, the Company will not be liable for indirect, incidental, special, punitive, or consequential damages, including lost profits, lost sales, loss of use, customer chargebacks, or costs incurred through commitments made by the wholesale customer to its retail customer.

The Company's total liability relating to a product or order will not exceed the amount paid for the affected product.

Governing Law

These Terms and Conditions and all transactions between the Company and the customer will be governed by the laws of the state in which the Company identified as the seller on the applicable order acknowledgment or invoice has its principal place of business, without regard to conflict-of-law principles. Any legal action arising from these Terms and Conditions or a customer order must be brought in the state or federal courts serving the county and state in which that Company has its principal place of business, and the customer consents to the jurisdiction of those courts.

Changes to These Terms

We may update these Terms and Conditions periodically. The version in effect when an order is accepted will govern that order unless otherwise agreed in writing.

Questions regarding these Terms and Conditions may be directed to your account manager or Customer Service.