**TERMS AND CONDITIONS**

Harbor Sofas and Mattresses Terms and Conditions 2023

 Harbor Sofas and Mattresses

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YOUR ACCOUNT

You are responsible for maintaining the confidentiality of your account information and password on Harbor Sofas and Mattresses. You are also responsible for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. Harbor Sofas and Mattresses does sell products for children. Adults can purchase products through Harbor Sofas and Mattresses with a credit card or other permitted payment method. If you are under 18, you may use Harbor Sofas and Mattresses only with involvement of a parent or guardian. Harbor Sofas and Mattresses reserves the right to refuse service, terminate accounts, remove, or edit content, or cancel orders in its sole discretion.

RETURN POLICY

When receiving item, it is your duty to inspect for damages at time of delivery and refuse if damage is found. We do not accept damaged orders after delivery is accepted or proof of delivery is signed. At our discretion, way may refuse any requests for refunds. Any returns will incur a 30% restocking fee and all transport expenses will be at the customers expense, no exceptions. Refunds will be issued once order is received and inspected to confirm order is still in original packaging and undamaged.

REVIEWS, COMMENTS, COMMUNICATIONS, AND OTHER CONTENT

Visitors may post reviews, comments, photos, and other content; send e-cards and other communications; and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of “spam.” You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of any content. Harbor Sofas and Mattresses reserves the right (but not the obligation) to remove or edit such content but does not regularly review posted content.

If you do post content or submit material, and unless we indicate otherwise, you grant Harbor Sofas and Mattresses a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant Harbor Sofas and Mattresses and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify Harbor Sofas and Mattresses for all claims resulting from content you supply. Harbor Sofas and Mattresses has the right but not the obligation to monitor and edit or remove any activity or content. Harbor Sofas and Mattresses takes no responsibility and assumes no liability for any content posted by you or any third party.

INDEMNITY

You hereby agree to indemnify and save Harbor Sofas and Mattresses, our affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise from such your use of Harbor Sofas and Mattresses or Services (including but not limited to the display of your information on Harbor Sofas and Mattresses) or from your breach of any of the Terms. You hereby further agree to indemnify and save Harbor Sofas and Mattresses, our affiliates, directors, officers and employees harmless, from any and all losses, damages, claims, liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly, as a result of any claims asserted by Third Party Rights claimants or other third parties relating to information about such third parties and/or any of their goods and/ or services. You also agree further that Harbor Sofas and Mattresses is not responsible and shall have no liability to you, for any material posted by others, including defamatory, offensive, or illicit material and that the risk of damages from such material rests entirely with you. Harbor Sofas and Mattresses reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with Harbor Sofas and Mattresses in asserting any available defenses.

COPYRIGHT COMPLAINTS

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RISK OF LOSS

All items purchased from Harbor Sofas and Mattresses are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

REFUNDS AND RETURNS; CANCELLATIONS

Harbor Sofas and Mattresses does not take title to returned items until such time as the item arrives at our fulfillment center. At our discretion, a refund may be issued when item is returned in original packaging and undamaged. Any returns requested after acceptance of delivery will be at customers expense and incur a 30% restocking fee. For more information about our returns and refunds, please see our Returns Policy.

PRODUCT DESCRIPTIONS

Harbor Sofas and Mattresses strives to be as accurate as possible, however mistakes happen. Harbor Sofas and Mattresses does not warrant that product descriptions or other content on Harbor Sofas and Mattresses is accurate, complete, reliable, current, or error-free. If a product offered by Harbor Sofas and Mattresses is not as described, your sole remedy is to return the product it in unused condition according to the Returns Policy.

PRICING

Except where noted otherwise, the Retail Price, List Price or Suggested Price displayed for products on Harbor Sofas and Mattresses represents the full retail price listed on the product itself, suggested by the manufacturer or supplier, or estimated in accordance with standard industry practice; or the estimated retail value for a comparably featured item offered elsewhere. The Retail Price, List Price or Suggested Price is a comparative price estimate and may or may not represent the prevailing price in every area on any particular day. With respect to items sold by Harbor Sofas and Mattresses, we cannot confirm the price of an item until you order. Despite our best efforts, a small number of the items in our catalog may be mispriced. If the correct price of an item sold by Harbor Sofas and Mattresses is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation.

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Delivery timeframes communicated by Harbor Sofas and Mattresses are estimates and dependent on many factors beyond its control, including but not limited to production delays, shipping delays, government delays and forces of nature. In no event shall Harbor Sofas and Mattresses be liable for deliveries going beyond the estimated timeframe.

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