

CONSUMER'S EDGE

CONSUMER PROTECTION DIVISION, MARYLAND OFFICE OF THE ATTORNEY GENERAL

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BUYING FURNITURE AND MATTRESSES

“The furniture was supposed to be delivered a month ago, and they still can’t give me a delivery date.”

“My bedroom set arrived with chips in the headboard and the nightstand is missing.”

“The sectional sofa was too big for our living room. We returned it immediately, but the store would only refund 75% of the price.”



Purchases of furniture and mattresses frequently generate consumer complaints. Common complaints are that the items are not delivered when promised, are not what was ordered, or are defective or damaged. Other complaints involve difficulties in getting a refund when consumers have decided they don't like an item or it doesn't fit in the home. Sometimes furniture stores go out of business, leaving customers without the merchandise they ordered and unable to get their money back.

What can you do to try to avoid problems with a furniture purchase, or to deal with problems that have occurred?

At the Store

Pay the smallest deposit acceptable. If you are ordering furniture and paying in full is not required, put

only a small deposit down. That way, less of your money is at risk if the store should go out of business. Paying the deposit by credit card also gives you some protection.

Check out the return policy. Make sure to check under what circumstances refunds are given, and whether the total amount is refunded. Refunds may be given in in-store credit only. Furniture stores often charge a “re-stocking fee” (which can be as much as 20 to 25 percent of the item's price) for items that are returned due to the consumer's change of heart. Also, many stores don't take returns of custom-made furniture. For example, when you order a sofa in a special fabric, be sure you can live with your choice.

Stores offer several different ways to finance your purchase. Many offer a promotional interest rate if you open a store credit card. It's also becoming increasingly common for retailers to have rental-purchase companies on site to set up payment arrangements.

Think about financing offers carefully and make sure you understand all the terms. “0% financing/no payments for a year” type offers are only a good deal if you are absolutely certain you will be able to pay off the total amount before the year is up. If you don't, you are usually charged interest that is applied retroactively from the day of the purchase.

Likewise, rental-purchase companies may offer more affordable payments, but you don't own the goods until you pay in full. This means if you fall behind in payments, the company may take back the merchandise. A rental-purchase agreement may limit your ability to pay off the balance early. You are also likely to end up paying more in the long run. Some consumers report not knowing they were leasing the items they purchased, so be very careful you understand what kind of agreement you're entering into.

Get an estimated delivery date in writing (if you are not taking the furniture home upon purchase). What happens if the store estimates six to eight weeks for delivery, but 12 weeks go by with no furniture? Under Maryland law,



if a dealer fails to give you an estimated delivery date, or if it fails to deliver your item within two weeks of the latest estimated delivery date, you have the right to:

1. Cancel the sale and receive a full refund or a credit equal to your deposit,
2. Negotiate a new delivery date, or
3. Modify your sales contract by choosing something else to purchase instead of the original item.

However, these provisions don't apply if the delay in delivery is caused by a work stoppage, an "act of God," or a failure of the manufacturer to deliver the item to the dealer. In these cases, the dealer must promptly inform you of the delay and give you written notice of a new estimated delivery date.

Arranging for Delivery

When your furniture is ready, the store will arrange a delivery date with you. You may be given a window of a few hours in which to expect the delivery, or you may have to wait at home the entire day. If you are not home when the delivery truck arrives, you may be charged a "missed delivery" fee. There may also be extra delivery charges for flights of stairs, so be sure to ask ahead of time if this will be a factor. Also ask if the delivery team will assemble or set up the furniture for you.

Receiving the Merchandise

Don't sign for acceptance of the delivery until you have made sure that all the items are there and you have inspected them. If an item is not what you ordered, is defective, or has been damaged, don't sign the acceptance. Refuse delivery and call the store to let them know that you have done this and why.

The delivery person may urge you to accept the item, saying that the store will send someone to repair the item in your home, or will send someone later to pick it up. If the damage is minor you may want to do this, but be sure to note the damage on the acceptance sheet. If the item is seriously damaged or defective it may be better to refuse to accept delivery, because you may wait weeks or months for the promised repair.

Some consumers have complained that the mattress that was delivered to them did not look like the one at the store. If you have any doubts, lie on the mattress to see if you are happy with it—but don't remove the plastic covering until you are sure you want to accept it. The store will be more likely to accept it as a return if it's still in the plastic.

Problems After Delivery

What if you didn't notice a stain, dent, or missing handle until the delivery truck drove away, or even a day or two later? Report it to the store promptly, to avoid any controversy about when the damage occurred.

For defects that show up later: your furniture may have come with a manufacturer's warranty. For example, it may warrant the frame and springs of a sofa for two years from date of purchase, under normal household use. However, even if the manufacturer didn't offer an explicit warranty, all goods purchased in Maryland are covered by an "implied warranty" that they will perform for a reasonable period. A chair should not fall apart within a month, for example. You can ask the store from which you bought the furniture for a refund or replacement under the implied warranty.

Floor models and closeout items are often sold on as "as is, all sales final" basis. That means you are accepting the visible condition and any disclosed defects. However, hidden defects are still covered by the implied warranty.

If you are not successful in getting satisfaction from the store, you may file a complaint with the Office of the Attorney General Consumer Protection Division, which may be able to resolve the dispute through mediation. You can file a complaint online at <http://www.marylandattorneygeneral.gov/Pages/Complaints/general.aspx> or call 410-528-8662 to request a paper complaint form

HOW TO CONTACT US

Consumer Protection Division

200 St. Paul Place, 16th Fl., Baltimore, MD 21202

- **General Consumer Complaints:** 410-528-8662
Toll-free: 1-888-743-0023 TDD: 410-576-6372
9 a.m. to 3 p.m. Monday-Friday
www.marylandattorneygeneral.gov/Pages/CPD/
- **Health Consumer Complaints:** 410-528-1840
Toll-free: 1-877-261-8807 TDD: 410-576-6372
9 a.m. to 4:30 p.m. Monday-Friday
www.marylandcares.org
- **For information on branch offices** in Largo, Salisbury, Hagerstown, and a full list of offices across Maryland, visit: www.marylandattorneygeneral.gov/Pages/contactus.aspx

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