



**Prices Effective January 1, 2020.**

All prices are LIST unless otherwise stated.

Products ship from Tampa, FL unless otherwise stated. Freight is not included in list price.

**Terms & Conditions of Sale**

50% Deposit, 50% Due prior to shipping.

Approved Open Accounts: 50% deposit, balance is Net 30 days. A service charge will be added on accounts which remain unpaid beyond stated terms. The rate of interest will be 2% per month (annual percentage rate of 24%).

Accounts 30 days beyond terms are subject to credit hold. All orders subject to approval by Venue Industries credit department. Sales tax will be charged on each invoice within the state of Florida unless proper tax exemption certificate is provided.

New Accounts: To expedite the credit approval process, please submit credit information prior to the placement of your order.

**Applicable Law**

Any agreement to purchase Venue Industries products will be governed and controlled in all respects by the laws of the State of Florida, including interpretation, enforceability, validity, and construction, without regard to any conflict of law provisions. Under no circumstances will any agreement to purchase Venue Industries products, whether it involves a United States or foreign purchaser, be governed and controlled by any non-Florida laws and/or conventions. The parties submit to the jurisdiction and venue of the Circuit court for the county of Hillsborough, State of Florida with respect to any action arising, directly or indirectly, out of any agreement regarding the sale and purchase of Venue Industries products or the performance or breach of that agreement.

**Agent's Authority**

The Buyer understands and agrees that no agent or representative of Venue Industries has authority to bind Venue Industries to any affirmation, agreement, representation or warranty concerning the goods purchased from Venue Industries. The Buyer further understands and agrees that such affirmation of fact, promise, or representation made by any agent or representative of Venue Industries shall not constitute a warranty or agreement unless specifically approved in writing by an authorized officer of the company. Accepted orders will be acknowledged and customer is responsible for immediately reviewing the acknowledgement and notifying a sales representative of Venue Industries, or Venue Industries Customer Service with any discrepancies.

**Shipping Damage Claims**

Shipping will be made via Venue Industries preferred carrier(s) unless customer carrier preference is indicated on purchase order. If carrier indicated does not serve Venue Industries point of shipment, we will make shipment by most practical way. Truckload shipments are available via private carriers, or rail system, at less than commercial carrier

rates. Contact Venue Industries for quotation.

Venue Industries is not responsible for damage in transit, or delays in transit. Variances in order quantities or specifications must be communicated to Venue Industries within 2 days of receipt of order. Any shortage, or sign of damage, should be noted on the freight bill before accepting delivery. If damage is discovered after delivery, purchaser should notify the carrier at once to request inspection and claim instructions. Concealed damage claims must be filed within 2 days of receipt of shipment.

Refusal to accept goods from carrier does not relieve purchaser of responsibility for payment and filing claims in the prescribed manner. All goods become the property of the purchaser upon delivery to the carrier.

All additions/corrections/deletions (quantities, shipping addresses, finish, upholstery, etc.) must be supported by confirmation by the customer. Duplicate orders received and not properly marked "revised" are the responsibility of the customer. Return of duplicate orders will carry a 50% handling/ salvage charge and must be returned freight prepaid. All additions/corrections/deletions must be made prior to final scheduling or reworking charges will apply.

### **International Orders**

All international orders are quoted F.O.B. factory. All freight, duties, value added taxes, broker fees, port charges and insurance are additional costs and will be the responsibility of customer unless specific arrangements are made in writing for any additional services by Venue Industries.

### **Cancellations/Changes**

Orders cannot be cancelled or changed without approval from Venue Industries. All requests for changes and cancellation must be submitted in writing; Customer is responsible for all costs incurred prior to Venue Industries receiving cancellation/change; including laminate, upholstery, all other materials supplied, and labor associated with making the cancellation/change.

### **Customer Delayed Shipping**

Venue Industries production departments are organized on a throughput manufacturing philosophy. Delaying an order in process greatly impedes the production of other customer's orders. Storage/handling charges will be applied when a customer interrupts the production/shipping process to put an order on hold. All communications must be in writing. Charges will be calculated based on the square footage required to hold your order.

### **Delay**

Venue Industries shall not be liable for delays in performance caused by an act of God, fire or other casualty, accident, strike, shortage of labor or materials, governmental action or any other cause beyond their reasonable control, and the time for Venue Industries' performance shall be extended by the period of such delay. Venue Industries reserves the right to apportion its production among its customers as it may determine and any quoted delivery dates are estimated and are subject to change by Venue Industries.

Venue Industries will make every effort to make on-time deliveries; however, we are not responsible for loss of revenue due to late delivery.

### **Match-Up Orders**

If any order is to match a previous order, it must be clearly stated. Please supply original invoice number and date. Note: Venue Industries cannot be responsible for materials discontinued by our supplier and/or dye lot variations. Also, due to improvements in manufacturing technology, it may be impractical to duplicate some discontinued designs.

### **Returns**

DO NOT return merchandise without Return Authorization from Venue Industries. Return Authorizations are numbered, specify method of transportation, and include all shipping documents and labels. All Venue Industries products are manufactured to order through a "made to order" manufacturing system. This means items cannot be returned to stock. A standard handling/salvage charge of 50% of invoice will apply on all returned merchandise. A minimum handling/salvage charge of 25% of invoice will apply if 100% of returned merchandise can be applied to other orders in process at time of return.

Venue Industries certifies that goods are produced in compliance with Sections 6, 7 and 15 of the Fair Labor Standards Act of 1938, as amended.

### **Care & Maintenance**

To insure durability and longevity of the product, it is important to clean and care for the merchandise. It is also vitally important for the end user to:

- Check all stress points and connections, including welds, bolts, screws, rivets, brackets, etc., every 60 days.
- Check all points of attachment and tighten as needed (i.e., swivels, cushion-to-base, seat or back to frame etc.)

Cleaning and inspecting the product is part of standard maintenance and upkeep and should be done at regular intervals. If a defect is found, take the item out of service immediately and contact a Customer Satisfaction Coordinator at Venue Industries. Note: Warranty may be voided if proper maintenance procedures are not followed

### **Limited Warranty**

Venue Industries warrants products manufactured by this company against defective material or workmanship for one year from date of purchase unless specifically noted as otherwise (see specific categories below for complete warranty information). Warranty does not apply to any product which has been altered or subjected to misuse, negligence or accident.

Venue Industries' obligation under this warranty is limited to credit for, or replacement of, the defective item. Venue Industries will not assume liability charges for unauthorized field repairs. In no case shall liability under this warranty exceed the original purchase price of the defective item.

To make a claim under this warranty, contact Venue Industries for written Return Authorization. DO NOT return merchandise without written authorization. Contact the Venue Industries for a Return Authorization. R.A.s are numbered and specify method of transportation and any applicable freight costs. After inspection of returned item, if it is established by Venue Industries to be defective under terms of the warranty, we will repair or replace the item(s), or issue appropriate credit.

**Steel Seating, Structural (Frame) Warranty** (Excludes imported products)

7-YEAR STRUCTURAL WARRANTY. All metal frames are warranted against frame failure due to broken/fatigued welds for a full 7 years from date of invoice.

**Wood Seating, Structural (Frame) Warranty** (Excludes imported products)

7-YEAR STRUCTURAL WARRANTY. All wood frames are warranted against frame failure due to broken/fatigued connections for a full 7 years from date of invoice.

**Upholstered Seating, Structural (Frame) Warranty**

7-YEAR STRUCTURAL AND WOORKMANSHIP WARRANTY. All wood or metal frames are warranted against frame failure for a full 7 years from date of invoice.

2-YEAR WARRANTY. All foam products used shall be warranted against failure for a full 2 years from date of invoice.

**Solid Wood Table Top, Structural Warranty**

1-YEAR STRUCTURAL AND WOORKMANSHIP WARRANTY. All solid wood table tops are warranted against failure for a full 1 year from date of invoice.

**Table, Structural Warranty**

7-YEAR STRUCTURAL AND WOORKMANSHIP WARRANTY. All wood or metal frames and Wood veneer & laminate tops are warranted against failure for a full 7 year from date of invoice.

**Ceiling & Architectural Element Warranty**

7-YEAR STRUCTURAL AND WOORKMANSHIP WARRANTY. All products are warranted against failure for a full 7 years from date of invoice.

**Outdoor Furniture Warranty**

3-YEAR STRUCTURAL AND WOORKMANSHIP WARRANTY. All products are warranted against failure for a full 3 years from date of invoice.

**Upholstery:** All upholstery fabrics are subject only to the warranty offered by the respective upholstery mills and are not covered by the standard Venue Industries limited warranty. Cuts or tears detected after signing for receipt of upholstered products are not covered.

**COM:** Venue Industries does not warrant quality, wearability, or workability of materials supplied by the customer (COM). Product appearance (seams, bunching, puddling, etc.) can

be negatively affected by the characteristics (thickness, elasticity, etc.) of the COM material. Venue Industries does not warrant against cosmetic defect caused by specific characteristics of customer provided materials.

**Laminates:** All laminates are subject to warranty offered by respective manufacturer only

**Product Changes: Venue Industries reserves the right to make changes at any time without notice, to prices, models, materials, colors and specifications.**

Any defect found by Venue Industries while under these warranties, will be repaired or replaced, at our option FOB, Tampa, FL on a prorated basis. These warranties do not apply to any product that has been altered, or subjected to misuse, negligence or accident.

### **General Warranty Information**

This warranty is extended for the period of time after the date of purchase by the original purchaser and is extended only to the original purchaser of the product and may be enforced only by such purchaser.

This warranty is not transferable and expires if the product is resold or otherwise transferred.

This warranty does not apply to any product which has been altered by anyone other than a Venue Industries representative or has been damaged due to improper installation, set-up, care, maintenance or repair. Venue Industries offers no warranties on vinyls, fabrics, laminates, foam or any other purchased components other than those guarantees expressed by the material manufacturer.

Venue Industries will, at its option, repair or replace, free of charge, the product covered by this warranty, or a portion of the product that is found to be defective in material or workmanship during the warranty period.

Any repair or replacement under this warranty shall not extend the warranty period. The foregoing shall constitute the exclusive remedy of the purchaser and the exclusive liability of Venue Industries. The above warranty is exclusive and in lieu of all other express warranties, whether oral or written, expressed or implied. No warranty of merchantability or fitness for a particular purpose shall apply.

Venue Industries shall not, under any circumstances or under any legal theory, be liable to the purchaser or any other person for special, incidental or consequential damages of any nature including without limitation damages to, or loss of use of property, damages for loss of profits or revenues or any other damages arising from the original purchase. Venue Industries' liability will in no event exceed the purchase price of the product.

To ensure that your order is processed and manufactured accurately, please provide full and complete information.

Items to check are:

•**Quantity:** Quantity price breaks are per model, per invoice. Finish, upholstery and options may vary.

•**Model Number:** In addition to basic accuracy of Model Number, check for suffixes to indicate options

•**Frame Finishes:** Our extensive selection of Powder coated frame finishes make it imperative that you specify the correct color and color part number.

•**Upholstery:** Material choice: grade, color number/name,  
All seating dimensions shown in sales literature are approximate. Due to various fabric buildup, widths can vary as much as  $\frac{3}{4}$ ". Table dimensions are nominal +/-  $\frac{1}{2}$ ".

We assume no responsibility for overall dimensions unless specific limitations are clearly spelled out on the purchase order and approved shop drawings.

Property owners and managers are instructed to provide adequate spacing around chairs to prevent tripping, and to allow access to exits in the event of an emergency. Purchasers must determine whether local fire codes require ganging of chairs when used in rows (theatre settings). Venue Industries assumes no responsibility for failure to properly arrange chairs in a safe manner.

**EMAIL ALL QUOTE REQUESTS & ORDERS TO: [sales@venueindustries.com](mailto:sales@venueindustries.com)**