

# Warranty

## **Limited Warranty**

Venue Industries warrants products against defective material, structural defect, and workmanship for (7) seven years from date of purchase unless specifically noted as otherwise (see specific categories below for complete information). Warranty does not apply to any product which has been altered, subjected to misuse, negligence, or accident.

Venue Industries' obligation under this warranty is limited to credit for, replacement of, or repair of the defective item. Venue Industries will not assume liability charges for unauthorized field repairs or labor. In no case shall liability under this warranty exceed the original purchase price of the defective item. If repair by Venue is required or requested, then the customer is responsible for shipping items back to Venue and scheduling shipping for return of repaired items(may not apply to freight damage claims).

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 the method of transportation and any applicable freight costs. After inspection of the 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. 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.

### Wood Tabletop Warranty

1-YEAR STRUCTURAL AND WORKMANSHIP WARRANTY. All solid wood tabletops, solid wood tables, wood veneer tables and wood veneer horizontal surfaces are warranted against failure for a full 1 year from date of invoice. Applies to indoor use only.

### **Outdoor Furniture Warranty**

5-YEAR STRUCTURAL AND WORKMANSHIP WARRANTY. All products are warranted against failure for a full 5 years from date of invoice. Does not apply to solid wood components. COMPONENT PARTS – One (1) Year If a component part (glide, bolt, wheel, etc.) fails due to manufacturing defect within one year in a commercial setting - from the date of purchase, we will at factory option, repair or replace the part, in the original color and style if available, or in a similar color and style if the original has been discontinued. UMBRELLAS AND UMBRELLA BASES - Three (3) Years If an umbrella or umbrella base fails structurally within three years in a commercial setting - from the date of purchase, we will, at factory option, repair or replace the umbrella/umbrella base, in the original color and style if available, or in a similar color and style if original has been discontinued. COMPOSITE OR STONE TOPS – Three (3) Years If a composite tabletop fails structurally within three years in a commercial setting - from the date of purchase, we will, at factory option, repair or replace the table top, in the original color and style if available, or in a similar color and style if original has been discontinued. Some composites may fade when exposed to direct sunlight. This fading is excluded from the warranty. FINISHES - Three (3) Years If the fabric on a cushion or umbrella tears, mildews, or fades excessively within three (3) years in a commercial setting - from the date of purchase, we will repair or replace the fabric in the original color and pattern if available or in a similar color and pattern if the original has been discontinued. SLING – Two (2) Years If the sling tears, mildews, or fades excessively within two (2) years - from the date of purchase, we will repair or replace the sling in the original color and pattern if available or in a similar color and pattern if the original has been discontinued. Variations in sling construction result in variations in sag and sag recovery. Such variations in sag and sag recovery are specifically excluded from this warranty. The warranty for excessive sling sag is one (1) year. Proof of purchase is required. Photographs may be required in some cases, there will be a pro-rated charge for the time the product was in use. Freight charges are not covered under warranty.

## Imported Products, Structural Warranty

1-YEAR STRUCTURAL AND WORKMANSHIP WARRANTY. All imported products are warranted against failure for a full 1 year from date of invoice.



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# Upholstery

All fabrics are subject only to the warranty offered by the respective upholstery mills and are not covered by the standard Venue Industries limited warranty. Venue will not be responsible for labor costs related to repairs or re-upholstery of defective textiles or vinyl. Venue will assist the customer in the processing of claims against the upholstery manufacturers and provide assistance in locating qualified labor to facilitate the repairs. Cuts or tears detected after signing for receipt of upholstered products are not covered. Foam is warranted by the foam manufacturer for a period of 2 years.

#### СОМ

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 any cosmetic defect caused by specific characteristics of customer provided materials.

#### Laminates

All laminates are subject to warranty offered by the respective manufacturer only.

### **General Warranty Information**

This warranty is extended for the period 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. To ensure durability and longevity of the product, it is important to clean and care for the merchandise. Refer to our Care & Maintenance Manual. Warranty may be voided if proper procedures are not followed.

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 vinyl's, 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, 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. Once warranty claim is approved, product repaired or replaced by Venue Industries is subject to standard production process. Repair or replacement can take up to 6 weeks during standard production lead times(8-10 weeks). Estimated lead time will be provided during the warranty claim process, but a hard ship date cannot be provided for warranty repair or replacement. Any repair or replacement under this warranty shall not extend the warranty period. 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. <u>Product Changes: Venue Industries reserves the right to make changes at any time without notice, to prices, models, materials, colors, and specifications.</u> Any defect found by Venue Industries while under these warranties, will be repaired or replaced, at our option. These warranties do not apply to any product that has been altered, or subjected to misuse, negligence, or accident.



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### Shipping Damage Claims (Please refer to Receiving/Inspection Procedure Guidelines)

Shipping will be made via Venue Industries preferred carrier(s) unless customer carrier preference is indicated on purchase order. If the 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 systems, at less than commercial carrier rates. Contact Venue Industries for quotations. Venue Industries is not responsible for damage in transit, or delays in transit. Variances in order quantities, specifications or damages 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, purchasers 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 the carrier does not relieve purchasers of responsibility for payment and filing claims in the prescribed manner. All goods become the property of the purchaser upon delivery to the carrier. Reporting of variances or damages past 1 week of receiving the items significantly reduces the chances of a successful freight claim. Shipping damages reported after 30 days of receipt will not be covered under warranty.