

## Quotations

Quotations can be made only by this office or by a Potocco USA representative and must be on our official quotation form. Quotations are for a period not to exceed 30 days unless extended in writing.

## Shipping

All orders are subject to delay or failure of delivery due to strikes or other labor difficulties, failure or delay of source of supply, transportation difficulties, war, riot, fire, accident, compliance with government regulations, Acts of God, or other causes beyond our control. All delivery dates quoted are approximate only. Disposition of shipments refused by consignee is the responsibility of the dealer buyer.

## Delivery Times on "Specials"

The delivery time on models with COM fabrics or custom finishes starts when the custom finish or C.O.M. fabric reaches our factory. The order confirmation on orders with special finishes and C.O.M. fabrics will be confirmed only when all above mentioned information/goods will be available.

## Unfinished (Raw) Products

If required, all our products can be supplied unfinished (raw). Please ask us for the price of relative items.

## Returns

No return of merchandise will be accepted without our written consent and shipping instructions. Unauthorized returns will not be accepted and will be returned freight collect. Special order items cannot be returned. Merchandise returned in damaged condition may be subject to an additional charge equal to our cost of restocking.

## PRODUCT

### Wood

All items will be manufactured with the standard finish we are running at the time of production. On any order where an exact finish match is required, your purchase order must be clearly marked. These may be subject to special finish surcharges and minimum quantities. Wood owes its inherent beauty to variations in color, grain and texture, and therefore, these variations are not considered defects. There may be minor variations from one piece of furniture to the next even though they are finished at the same time. If the same items are bought at different points in time they might be subject to variances in colour and shading, as well. Potocco USA does not guarantee exact matches of grain or natural wood color. Please note that light finishes on wood products do not mask the natural characteristics of wood. When attempting to match previous orders, please consider that aging and exposure to light may cause wood finishes to darken.

### Designs

All dimensions are overall measurements. Dimensions and weights shown are approximate. We reserve the right to make adjustments in dimensions, design and/or construction without prior notice.

## Cane

Our cane is first quality material. Since this is a natural material, it is subject to variations in color, texture and character – especially under different climactic conditions. Our cane is very sturdy and has been used for over 150 years, but demands care and will not stand abuse. For that reason, we guarantee only the original caning application. Periodic maintenance is necessary to ensure long-term durability and customer satisfaction.

## Chair Glides

Glides can be supplied in plastic or metal: EUR 5,00/(arm)chair gross, both for side chairs and armchairs.

## Discontinued Models

Items which aren't listed on our current pricelist are to be considered "out of collection/discontinued". However, we kindly ask you to contact our sales office to check stock availability.

## FABRICS

### Standard Fabrics

Our fabrics can be purchased by the yard. Here below are the prices of our fabrics per single category:

<b>Cat. 1</b>	USD 70,00/yard gross
<b>Cat. 2</b>	USD 110,00/yard gross
<b>Cat. 3</b>	USD 160,00/yard gross
<b>Leather</b>	USD 17,00/sq. ft. gross

The price per yard refers to a width of 140 cm.  
Fire retardant foam is always used.

### Customer's Own Material

All upholstered items may be ordered using customer's own fabric or vinyl materials (COM). If fabric design requires topped/woven way, Customer Service should be contacted for additional required yardage.

The fabric requirement information contained in this pricelist is valid for plain fabrics only. In case of COM fabric, the side and direction of thread must be indicated. If the fabric has a repeat pattern, please specify exact size of repeat so that we can advise the specific amount of COM fabric required.

On orders specifying COM/COL please supply application instructions for striped/patterned or reversible fabrics. In the absence of special instruction, Potocco USA reserves the right to use their own judgment and will apply the fabric.

Send all COM materials freight prepaid to Potocco USA, c/o Susan Edwards 121 Park Lane, Lexington, NC 27292.

Clearly mark all materials with the following: dealer's name, Potocco USA acknowledgement number, model number and quantity of item to be covered. Failure to provide your customer purchase order number along with COM/COL will cause a delay in processing your order. Since more and more fabrics are "reversible", it is extremely important to send us a swatch of COM with your purchase order with the exposed side marked as such. While we inspect fabrics for mill imperfections, some are difficult to recognize. We cannot be responsible for fabric defects, color inaccuracies, or other flaws. Failure to adhere to these steps to determine the proper COM yardage can delay

your desired ship date. Excess COM/COL will not be stored or returned (unless required in writing on the order).

Potocco USA's limited warranty does not include what is determined to be the best manner.

We reserve the right to reject any covering that, in our professional opinion, is unsuitable for upholstery purposes. Potocco USA's approval signifies only that the material in question can be applied to the products for which intended. Such approval does not constitute any responsibility nor any warranty on the part of Potocco USA to appearance, behavior or durability of COM. In no instance shall Potocco USA be held responsible for unsatisfactory results due to the use of coverings unsuitable to our manufacturing methods.

Potocco USA cannot predict, nor be responsible for, how an upholstery material wears in an installation setting. We will not be held responsible for wear, fading, stretching or performance of any covering materials whether supplied by the purchaser or by our sources.

Vinyl upholstery materials must be the expanded type reinforced with elastic backing. Do not send wall covering. Since mills do not guarantee their products, we shall not be held responsible for blemishes, plate marks, or differences in color or tone between covering material supplied and samples from which the choice was made.

Potocco USA cannot be responsible for defects, color inaccuracies, dye lot variations and other such flaws. Such defects or flaws may require additional COM yardage. Potocco USA assumes no responsibility for the flame retardancy of any COM. Customers are solely responsible for making sure that COM complies with all applicable fire codes and regulations. Potocco USA will not schedule an order until all COM/ COL material arrives at the factory. Potocco USA will not split ship orders unless required in writing. Multiple shipments may incur additional freight charges. Before sending COM material in, we recommend that you check with customer service to see if the fabric has been tested and approved by our factory for use on our products. If the fabric has not been tested prior we highly recommend that you send a memo sample in for testing. In doing so, please mark "For Testing" and indicate which products the fabric will be used on.

#### **Application of Directional Fabrics**

Potocco USA reserves the right to apply the fabric in the most appropriate direction unless noted by the customer.

If it is determined that the fabric requires latex backing, the customer will be responsible for all costs associated with backing the fabric and the return freight. This also delays the scheduled ship date.

When ordering 100 or more chairs in the same COM fabric, the yardage requirement may be reduced. Please contact customer service for more specific information.

#### **Customer's Own Leather (COL)**

COL hides must be rolled for shipment to Potocco USA in a neat manner, avoiding creases and excess roll marks. Leathers that are received folded may be subject to rejection. Published square footage for COL is based on hides measuring a minimum of 50 to 55 square feet. Calf hides must have at least 30 square feet of clean and usable matching hides. Half hides are not acceptable. On smaller hides, add 15 percent to the COL requirement. All square footage requirements are based

on usable footage. The shape of the hide, excessive holes, cuts or other unusable imperfections may make it necessary for us to request more leather after COL is received.

Due to the variation in thickness of leather, it is important to send a 4" x 4" swatch for approval. Potocco USA's approval signifies only that such leather can be applied to the products for which intended. Such approval does not constitute any responsibility nor any warranty on the part of Potocco USA as to appearance, behavior or durability of COL. In no instance shall Potocco USA be held responsible for unsatisfactory results due to the use of coverings unsuitable to our manufacturing methods. To guarantee correct placement for tablet arms and cup holders, please include the "sitting direction" on all specifications and purchase orders.

#### **CAL TB133**

The specifier or purchaser is required to specify CAL TB133 on their purchase order and indicate whether compliance or certification is needed. It is the specifier's or purchaser's responsibility to determine local flammability code requirements.

California Technical Bulletin #133 is a unit test and requires specific product testing of the entire unit for certification. If certification is required, the test of a unit constructed exactly as the unit(s) being specified for the project; the cost of the test unit plus the cost of testing (\$1000 net per test) must be added to the purchase order. Additional COM/COL also needs to be provided. Burn certificates will be supplied once the product successfully passes a lab certified burn test.

For more information on CAL TB133 please contact customer service.

#### **FREIGHT**

All shipments are DDP. Potocco USA reserves the right to select the most appropriate carrier and routing on all shipments. Any charges arising from failure to receive a shipment, rerouting while in transit, or carrier storage charges are not included in prices shown. Orders requiring special services are subject to an additional charge.

Residential and inside delivery requests must be noted on P.O. and will be quoted on an individual basis. If you have a desired ship date this should be specified at the time the order is placed. If possible, Potocco USA will ship in accordance with customer instructions. Potocco USA cannot accept responsibility for shipping delays caused by outside sources or unforeseen problems. Potocco USA must approve delay of shipments requested by customers. Any applicable storage charges will be charged to the customer.

#### **Damaged Merchandise**

File claims for product damage or loss with us as soon as possible after the receipt of merchandise. Do not return freight damaged merchandise to Potocco USA unless you have written approval from the appropriate Potocco USA representative. All unauthorized returns will be refused at the expense of the sender. Following the steps below will expedite payment of claims with common carrier transportation companies. Failure to make such claim shall constitute acceptance of the merchandise and waiver of any defects, errors or shortages.