

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.