

Potocco USA's liability shall be limited to stated selling price of any defective goods, and shall in no event include profits or lost profits. Deductions should not be made in the settlement of invoices. Please call customer service with questions or for assistance on filing your freight claim.

Visible Damage

Make damage notation on delivery receipt and have the driver sign. Make a copy for your records. Take photographs documenting the damage and retain this for your records. Do not reject or refuse the shipment. Hold damaged carton and all interior packing for carrier's inspection. These materials will be required to substantiate the claim.

Concealed Damage

Open cartons at the time of receipt and inspect. Follow the same steps as listed under Visible Damage. Do not remove product from delivered destination.

Loss of Product

Be sure loss notation is made on the delivery receipt and the driver signs. File claim immediately with us. Potocco USA's carriers will not be held responsible for the payment of claims if the above guidelines are not followed, which will oblige use to charge you with the corresponding costs.

Storage

Potocco USA cannot guarantee any product stored or set in place, in an environment where the temperature and humidity are not controlled.

Return of Merchandise

Merchandise will not be accepted for return without an RA (Return Authorization) issued by Potocco USA's customer service department.

Partial Deliveries

We reserve the right to make partial shipments, and invoices covering these shipments are to be paid as they fall due.

Storage

If the end user cannot accept delivery when merchandise is ready for shipment, we reserve the right to transfer goods to storage. Costs of transfer and storage will be charged to the purchaser's account and we will deem such transfer as constituting shipment, including invoicing as of date transfer is made.

OTHER

Limited Warranty

The original purchaser of Potocco USA furniture is protected against defective workmanship for a period of two (2) years from the date of purchase. This warranty does not cover upholstery materials, including COM/COL materials. If we determine that an item under warranty is defective, we will replace or repair that item, at our option, free of charge, provided it is returned promptly as directed. In no event shall liability under this warranty exceed the original purchase price of the furniture. No deductions for repairs in field will be allowed without specific written authorization. Damage

caused by common carriers, installers, unauthorized repairs, user modification, attachments to a product, misuse, abuse, alteration or negligent use of products is not covered. If an item becomes damaged, take it out of service immediately. No other warranty expressed or implied.

Arbitration/Venue

All disputes shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. Venue for any arbitration proceeding shall be in Catawba County, NC. This contract shall be governed and construed in accordance with the laws of the State of North Carolina. The parties consent to the venue and jurisdiction of the courts of Catawba County, NC. concerning any action or proceeding arising from any controversy or claim under or in relation to this order or contract or any modification thereof.

MAINTENANCE

Wood Chairs And Stools

1. At least once every three months, perform a thorough inspection of each chair. Particular care should be taken in inspecting the seat rails and bottom and front side rails for loose joints. One loose joint will put extra pressure on all other joints and will eventually cause all joints to loosen, which could result in the chair collapsing. Loosening of the joints may also occur when people rock backwards on chairs or stools. In the event that any of the joints become loose, you should take the chair out of service and correct the problem.
2. At least once every three months, wood finishes should be cleansed with a soft cloth slightly dampened with a water-soluble wood finish cleanser to remove built-up grease and grime. Immediately wipe off any moisture accumulated on the chair's surface or within joints.
3. Particular care should be taken in moving chairs and stools. Be careful not to drop them, especially when cleaning floors and placing chairs upside down on tables. If chairs are dropped so that the top of the back strikes the floor, chipping, delaminating or breakage could occur.
4. Chairs should not be subjected to extremely hot or humid environments, such as the extremes found in cooking facilities.
5. Do not stand on chairs.
6. Our bentwood chairs are a handmade product. A certain amount of natural flexing will occur when in use. In some cases, this will cause the lag bolts under the seat or the attaching screws to slightly loosen. Check the chairs every three months and if required, give the screws a half turn to tighten. This is especially important with the lag bolts.

Upholstery

1. Clean vinyl with a mild soap and water solution or a good grade automotive vinyl cleaner. Spills and spots require prompt action, since stains can become permanent if allowed to set.
2. Fabric care: Because our chairs can be covered with an infinite array of fabrics, customers should clean upholstery fabrics with a substance that is recommended for that material's composition. Using a non-recommended cleaner on fabrics may damage the material. When in doubt, consult the fabric manufacturer.
3. Cane care: Do not clean cane seats with any water or chemical solution. Instead, brush cane seats carefully with a