

LIMITED WARRANTY

The Terms and Conditions of Sale and the Limited Warranty of All Care Seating, Inc. applies to all orders and will supersede any other terms and conditions whether implied, written in the purchaser's order or order confirmation or in any other communications. This express warranty is the sole warranty provided by All Care Seating and all implied warranties including those of merchantability and fitness for a particular purpose, are hereby excluded.

Our Company policies may be updated periodically, and such changes may be made without prior notice. We invite you to see updates on the company website.

All Care Seating warranties may be void if the Buyer fails to fulfill their responsibilities under the Terms and Conditions of Sale and the Limited Warranty.

The term "End User" refers to the purchaser's management, employees, and subcontractors at the location where the public utilizes the products. Items purchased through a purchasing agent, dealer, designer, sales agent, distributor, or wholesaler whom you engaged to manage this purchase on your behalf, the warranty terms must be confirmed by that party, not All Care Seating. In such cases it would most likely be a purchasing agent, dealer, designer, distributor, or wholesaler.

All Care Seating does not have information regarding the warranty offered by any purchaser, purchasing agent, dealer, designer, sales agent, distributor or wholesaler, whom you engaged to manage this purchase on your behalf. All Care Seating will discuss warranty issues with the purchaser of the product and can only negotiate the resolution of any disputes arising from a purchase with the purchaser. The warranty is limited to the original purchaser and at the specific delivery location of the order written on the invoice and is not transferable to a subsequent purchaser of the product from our customer.

All Care Seating reserves the right that any legal proceedings directly or indirectly arising out of or relating to All Care Seating (including but not limited to the purchases of www.allcareseating.com) shall be in the state or federal courts located in the State of New Jersey. You waive any claim of inconvenient forum. By accepting these terms, you waive all rights you may have to a jury trial.

LIMITED WARRANTY

All Care Seating warrants its products to be free from defects in materials and workmanship of the product frames for a specified period (see below for warranty details), starting from the date of receipt of merchandise. This warranty covers breakage under normal wear and tear, which is defined as usage consistent with the product's intended purpose. Normal wear and tear do not include standing on or climbing over the furniture.

MAINTENANCE

To maintain the warranty, the End User must:

1. Maintain the chairs in good condition
2. Replace any worn or missing glides
3. Ensure no alterations have been made to the product by a third party.
4. Adhere to the recommended weight capacity for all products.
5. Maintain proper chair spacing to avoid tripping hazards and ensure emergency exit access.
6. Use the product only indoors unless it is specifically marked for outdoor use.
7. Use the appropriate dollies purchased from All Care Seating for moving stacked chairs and tables, following the recommended stacking guidelines.
8. Store stacked chairs and tables according to the specified stacking requirements in a temperature-controlled environment.
9. Inspect all products monthly. The inspection should include but not be limited to all products for any signs of any structural weakness, loose bolts, screws, fasteners, glides, corner blocks, separation of the joints and welds.
10. Document any issues found during inspections, noting when the issues first appeared.
11. Perform inspections more often for products older than 3 years (regardless of whether a three-year warranty has been provided), or any time signs of stress are detected. If problems are found, remove the product from service until it is repaired.
12. Increase inspection frequency if signs of wear and tear are found or if items are taken out of service.
13. Do not use products with bent frames. Remove them from service immediately. Do not attempt to re-bend the frames, as it may weaken them further. Any product that is deemed defective or unsafe should be removed from use immediately.

FILING A CLAIM

The purchaser must notify All Care Seating in writing within 7 days of discovering any suspected defect to www.allcareseating.com. Failure to comply with the Terms and Conditions of Sale and the Limited Warranty will void the warranty and all claims will be denied.

To submit a warranty claim, the purchaser must provide the following:

1. A written description of the nature of the claim
2. A copy of the invoice, including the order number, order date, product details, and quantity in question
3. Photographs clearly showing the damage
4. Maintenance reports

All Care Seating reserves the right to deny any claim if the purchaser fails to provide the required, relevant, and complete information in a timely manner. The warranty period begins on the shipping date of the covered product.

All Care Seating reserves the right to inspect and determine the cause of the claimed defect and/or need for repair. Only the actual item found defective will be eligible for repair, replacement or refund. Please note that repairs or replacements do not extend the warranty period for the product in question, and the warranty will continue to be effective from the original date of purchase.

All Care Seating's liability under this warranty shall be limited to the cost for materials and/or labor to repair or replace products proven to be defective. Warranty repairs or replacements will be provided at no charge for materials and/or labor when the defective parts are returned to All Care Seating at the customer's expense.

If a site visit is necessary, the End User will allow All Care Seating or its representative to inspect any damaged item(s) and take photographs at the customer's expense. After completing the inspection and confirming if the product is defective and has occurred within the warranty period, All Care Seating shall repair, replace or issue a refund for the defective product. If the product or components have been discontinued and cannot be replaced, All Care Seating may choose to repair or issue a refund for the product.

Additionally, if the product cannot be repaired and has been discontinued, All Care Seating may issue a refund according to the warranty specifications. Please note that the cost of shipping, labor, furniture installation, removal, and reinstallation due to warranty claims is the responsibility of the purchaser.

DURATION OF THE LIMITED WARRANTY

1 Year- Booth seating, folding tables, task chairs, tabletops

1 Year on any standard in line graded in fabrics and or fills

2 Years- Wood framed seating

10 Years- Steel framed chairs and stools

12 Years- Aluminum framed chairs and stools

The maximum liability under this warranty is limited to the original invoice price per unit and will not include charges other than actual defects. In the event that the chairs cannot be repaired, the maximum value of a warranty claim shall be limited to the remaining useful life of the product, calculated as follows:

YEARS- 100%; 1-2 yrs. 80%; 2-3 yrs. 60%; 3-4 yrs. 50%; 4-5 yrs. 40%; 5-6 yrs. 20%; 6-7 yrs. 10%; 7-9 yrs. 5%; 9+ yrs. 0%.

This limited warranty does not cover, and expressly excludes, damage or the need for repair resulting from the following actions and excluding products:

1. Normal wear and tear
2. Table bases
3. Any COM or materials of any kind supplied by the purchaser
4. Casters, glides, ganging devices, and chair bumpers
5. Laminate coverings or products
6. Folding chairs
7. Storage carts and hand trucks
8. Cuts or tears discovered after signing the bill of lading
9. Intentional, willful, or accidental damage
10. Transit damage occurring during transport to a third-party location or by a third party
11. Lack of maintenance
12. Foreseeable or unforeseeable mishandling, misuse, improper stacking, or moving of the furniture
13. Alterations or reupholstering by third parties, unless specifically authorized in writing by All Care Seating
14. Damage caused by floods, earthquakes, or other natural disaster
15. Failure to store the product in a temperature-controlled indoor location

DISCLAIMER

Due to the nature of the product when we repair or replace the product, we will attempt to match the frame color or fabric/vinyl. However, there are variations in color, grain and texture. Please be aware that variations in color, grain, and texture may occur, which are beyond our control. All Care Seating cannot guarantee an exact match. Finishes are commercially accepted with minor variations based on dye lots. We reserve the right to make slight variations to finishes, and products without prior notification. This will not be considered defective.

Products are designed and manufactured for commercial use. Minor imperfections should be expected. These will not be considered defects. Placing an order or order confirmation constitutes your waiver of any claim you may have due to dissatisfaction with product finish, fabric/vinyl, glides, ganging device, any upgrades, dimensions or special requests made. If you would like to receive wood or fabric samples prior to placing your order, please contact us. Please be aware that samples may differ slightly from the item you order.

A repeat order placed at a later date for the same item with the same specifications may not match earlier products precisely purchased. This is due to the nature of the product we will attempt to match the frame color or fabric/vinyl, however, there are variations in color, grain and texture which are beyond our control. All Care Seating cannot guarantee an exact match. Finishes are commercially accepted with slight variations based on dye lots. We reserve the right to make slight variations to finishes, and products without prior notification. This will not be considered defective.

Due to limitations in photography, internet display, and computer settings, stain colors and textures may not be accurately represented. By requesting a quotation or placing an order, you acknowledge and accept these limitations, including the inability to view physical samples directly. While the stain color represents a typical tone, slight variations may occur due to the natural differences in color, grain, and texture. Please note that some color variation is inevitable, and an exact match is not guaranteed.

Given the handcrafted nature of our products, all dimensions and weights provided are approximate. Variations in tailoring, padding, and fabric thickness may affect the final dimensions. We do not assume responsibility for precise width and height unless the items are specially ordered to fit a specific space.

Our products are designed for commercial use, and minor imperfections should be expected. These will not be considered defects.

By accepting the accounts purchaser order, all claims are waived related to dissatisfaction with the product's color, stain, texture, finish, or dimensions.

Please be aware that samples may differ slightly from the item you order.

LIABILITY

All Care Seating's maximum liability shall be limited to the original invoice price per unit to the purchaser, and shall not recover any other costs including but not limited to lost revenue due to lack of use, rental of similar products, purchasing new products, freight, miscellaneous costs incurred by purchaser e.g. COM, employee wages, handling, packaging, storage, demurrage, removal or installation of new products or any claim from any individual, customers, purchasers or end users.

ALL OTHER CONSIDERATIONS NOT RELATED TO THE ACTUAL PRODUCT WARRANTY ARE NOTED IN THE ALL CARE SEATING TERMS AND CONDITIONS OF SALE.

OFFICE & SHOWROOM

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CUSTOMER SERVICE INQUIRY

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