

Shipping

All prices in our price list are FOB Factory St. Louis, Missouri 63102.

Buyers should advise preferred shipping and routing with each order. If no carrier is requested by name, or if named carrier does not serve our factory or consignee location, **Vitro will ship by the method deemed most practical, but will not be responsible for any differences in freight charges.**

All ship dates quoted are approximate. Any orders shipped later than the factory scheduled ship date are free from any penalties imposed by the buyers.

From the time carrier signs for shipment, Vitro no longer has title to the merchandise, and carrier becomes the agent of the consignee. Disposition of shipments refused by consignee is the responsibility of the consignee and or buyer.

Any additional shipping charges incurred by Vitro for matters such as C.O.D. fees, inside delivery, etc., **will be billed to the buyer.**

Where the shipment of two or more orders is to be consolidated, this information must be stated on at least one order. Generally, shipment of the earlier order will be delayed until the second or last order is ready to be shipped.

Shortages or Damage Claims

Vitro is not responsible for loss or damages incurred in transit. Before accepting the merchandise from the carrier, **the consignee should inspect and note any loss or damage on the delivery receipt.** If there is loss or damage, a claim should be made immediately with the carrier. If damage or loss is discovered after delivery, the carrier should be notified immediately for an inspection of concealed damage as well as for instructions in filing a freight claim. **Original packing materials should be saved for inspection if claim is to be filed. Concealed damage claims must be filed with carrier within 10 days of receipt of goods. (Freight company will only cover 1/3 of total cost).**

Shortages other than loss in transit, or any variance in the specifications of the order must be reported to Vitro **within 10 days of receipt of goods.** Failure to make such claim shall constitute acceptance of the merchandise and a waiver of any defects, errors or shortages.

Vitro's liability shall be limited to the selling price of any defective goods, and shall at no time include profits or loss of profits. All replacement orders for freight - damaged merchandise must be accompanied by a completed and signed copy of the carrier's inspection report.

Returns

No returned merchandise will be accepted by Vitro for exchange, credit or repair unless prior written consent is given by the factory. Unauthorized returns will be refused and returned to the consignee freight collect. Where returns are authorized, Vitro will issue a Return Authorization Form with shipping instructions which must be used with such returns indicating any restocking and/or freight charges that will be billed to the buyer. Restocking charges will range from 25% to 100% of the original purchase price.

Storage

Under normal circumstances, if buyer advises at time of placing order that shipment should be made after a specified date, Vitro will try to accomplish such requests. If however no specific date was requested, and when the order is ready for shipment, buyer is unable or unwilling to accept delivery, Vitro will invoice the buyer for all handling, transfer and storage costs incurred from the scheduled date until actual shipping date. Where buyer requests that Vitro production be halted on an order for a period of time, and materials cannot be diverted to fill other orders, Vitro will determine the storage requirements for such "in process" materials and charge buyer accordingly .

Product Specifications

Frequently, new production techniques and materials are implemented in order to improve quality, durability or efficiency. Vitro reserves the right to incorporate new materials or make minor modifications in design, construction, wood finishing, upholstery, or in the dimensions of its product line, without prior notice. The uniqueness in the manufacturing of certain items may cause slight variations in the dimensions, weights or other specifications found in this price list.

Flame Retardancy

Municipal requirements regarding flame retardancy for use in various types of facilities are constantly changing. As part of our customized service, Vitro offers a wide variety of upholstery, foam materials and barrier cloths to meet unique flame retardant specifications.

If buyer must satisfy a particular code, e.g., State of Calif. Technical Bulletin 117 - E, or Boston Fire Dept. Code (*BFD 9-1*), this must be clearly indicated on the purchase order.

Vitro will advise buyer of special pricing for this service, but Vitro is not liable for noncompliance with local code requirements if the buyer fails to advise Vitro of these requirements at the time of purchase.

Note, most flame retardant treatments are salt solutions. Cleaning flame retardant upholstery therefore with water or water - based foams will result in salt ringing. Solvent - based fabric cleaners or dry cleaning are alternate methods of cleaning. However, buyer is cautioned to test proposed cleaning procedures on a small portion of fabric before proceeding with cleaning of the entire installation.

Limited Warranty & Lifetime Warranty

All products manufactured by Vitro Seating Products are guaranteed against failure from defective workmanship to the original purchaser, when installed and utilized for their intended purpose. A structural frame warranty applies to weld failures and leg bending. The **structural frame warranties** are as follows on the next page:

Innovations (Lifetime)	Faculty (Varies)	265 (2 years)	Wood Chairs (1 year)
Legends (Lifetime)	Parlor (Lifetime)	300 (Lifetime)	Booths (2 years)
Spectrum (Lifetime)	Classic (Lifetime)	400 (Lifetime)	Tables (2 years)
Omni (Lifetime)	215 (2 years)	500 (Lifetime)	Bases (2 years)
Oxford (Lifetime)	250 (Lifetime)	1500/1700/1800 (Lifetime)	Outdoor (1 year)
Stacker (Lifetime)	264 (Lifetime)	Cafe (Varies)	

Structural Frame Warranty

Does not apply to any product that has been altered, or subjected to misuse, negligence or accident. Under this warranty, any product proven to be defective shall be repaired or replaced at our option, free of charge, provided it is returned prepaid as directed. In no case shall liability under this warranty exceed the original purchase price of the defective merchandise. We reserve the right to inspect the defective item at our premises, by our factory personnel, to establish the cause of the alleged product failure.

This warranty shall not apply to any product which has been repaired or altered by anyone other than Vitro personnel in any way as to affect, in our judgment, its stability and durability, nor which has been subjected to misuse, negligence, abuse or accident.

Vitro's product line is for indoor use only (**Excluding outdoor furniture**), and therefore any damage caused by exposure to the elements, such as salt air or ultra violet rays, is not covered by this warranty. Even where Vitro was apprised of the final destination of an order, it is not liable under this warranty if the merchandise ordered was exposed to the elements. This warranty shall not apply to Vitro merchandise which was exposed to harsh or acidic cleaning agents or abrasives.

Vitro reserves the right to make changes at any time, without notice, in materials, dimensions, specifications, equipment, colors, design or prices. Vitro also reserves the right to make such changes at any time without any obligation to make comparable revisions and/or modifications on products manufactured at a previous time.

The cost of field repairs performed by non - Vitro personnel will not be reimbursed unless expressly authorized in writing by Vitro prior to the repair.

Vitro Seating Products does exclude upholstery from this warranty, whether the material is provided by Vitro or as COM (*Customers Own Material*). However, warranties are often provided by the upholstery mill. All upholstery and laminates are subject to warranty offered by the respective manufacturer.

Maintenance

To ensure durability and longevity of Vitro's product line and customer satisfaction, periodic inspection and maintenance is necessary. Buyers should therefore advise their clients to inspect merchandise at regular intervals — particularly the joints, welds, swivels and other points of stress as well as missing glides, screws or bolts, and to clean and tighten screws and bolts, and grease parts where necessary. If repair parts are

needed, use only Vitro replacement parts and attachment methods. **If an item shows any sign of structural fatigue, it should be taken out of service immediately.** If covered by warranty, Vitro should be notified immediately. Any continued use of the product is at buyer's risk and Vitro's warranty will no longer be valid.

Freight quotes are valid for 30 days.

Freight Classes (LTL)

Barstools (<i>Bases & heads packed separately</i>)	Bases 70 / Heads 85
Barstools (<i>KD</i>)	250
Barstools (<i>Set-up, except Omni, Spectrum</i>)	250
Barstools (<i>Omni & Spectrum</i>)	(See chairs)
Bases (<i>KD</i>)	70
Booths (<i>KD</i>)	85
Booths (<i>Set-up</i>)	150
Chairs (<i>4 or more per carton</i>)	175
Chairs (<i>Less than 4 per carton</i>)	250
Chair Caddy	70
Chair Dolly	70
Chair Frames (<i>Nested</i>)	175
Costumers	85
Fountain Stools	(See barstools)
Seats & Backs (<i>Parts</i>)	85
Table Tops	70
Table Bases	70

Upholstery Grades

Naugahyde Stratford	Grade 1	Culp Fandango	Grade 4
		Culp Dillon	Grade 4
Naugahyde Rogue II	Grade 2	Culp Gavotte	Grade 4
Morbern Seabrook	Grade 2	Culp Critic's Choice	Grade 4
		Culp Winslow	Grade 4
Tahoe Interweave	Grade 3	Momentum Slice	Grade 5
Momentum Origin	Grade 3		
Naugahyde Spirit Millenium	Grade 3	Naugahyde Zodiac	Grade 5
Spradling Patriot Plus	Grade 3	Naugahyde English Pub	Grade 5
Vitro Cracked Ice	Grade 3	Polaris	Grade 5
Momentum Bobby	Grade 4	Symphony Classic	Grade 6
Momentum Parenthesis	Grade 4	Symphony Glaze	Grade 6
Nassimi Seaquest	Grade 4	Symphony Vintage	Grade 6
Culp Tea Time	Grade 4		

California Proposition 65

Consumer Awareness

Vitro Seating Products, Inc. now labels our products in accordance to the Safe Drinking Water and Toxic Enforcement Act of 1986, also known as California Proposition 65. Prop 65 has made all manufacturers evaluate raw material and procedures. Unfortunately, we as a manufacture cannot avoid Prop 65 labeling because of more than 800 chemicals or ingredients currently on the list. Vitro Seating Products mainly provides upholstered items and we are required to label according.

This is a statement from our vinyl suppliers Spradling International and Uniroyal Naugahyde:

WARNING: This product can expose you to chemicals, including diisononyl phthalate (DINP), which is known to the state of CA to cause cancer

Also, included on the Prop 65 list are common by-products of furniture production, such as wood dust and leather dust. Again, this will encompass ALL manufactures.

A small amount of wood dust, leather dust, PVC or other elements on furniture might seem trivial to many. The state of California, however, has taken the issue of ingredients in consumer products to a whole new level with Prop 65.

Originally, the proposition was intended to protect drinking water sources from chemical contamination. Over the years, however, the scope of the law has increased. As the Los Angeles Times wrote recently, "Warnings (about Prop 65) are everywhere: parking lots, hardware stores, hospitals and just about any decent-sized business."

Prop 65 requires warning labels on products that may contain any of 800-plus chemicals or ingredients that the California Office of Environmental Health Hazard Assessment (OEHHA) lists as a carcinogen or a reproductive toxicant. These include wood dust, brass and a multitude of other everyday elements. A flame retardant upholstery chemical currently required by the state of California to be added to upholstered furniture foams is now included among chemicals that require a warning under Prop 65. Many of the elements listed under Prop 65 are common everyday additives found in products such as jewelry, lamps, ceramic tableware, lead crystal glasses, electric cords, automobiles, beauty products and furniture.

Because there is always a chance that wood dust or some other of the hundreds of ingredients listed in Prop 65 could potentially be on our furniture or packing materials, we must include Prop 65 warnings on our products or risk large fines under this law in California. In addition, we are required to use the exact wording for this warning specified by California:

"This product can expose you to chemicals including diisononyl phthalate (DINP) and (Wood Dust), which is known to the State of California to cause cancer or birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov/furniture."

Ideally, we would have placed these Vitro Seating Product warnings only on our furniture products being shipped to California. However, Vitro Seating Products, like most furniture companies, builds products and ships coast to coast. At the time of production, we rarely know where each item will ship. We have no alternative except to place these warnings on all of our furniture, whether it ends up in California or not.

It is also important for all dealers and chain restaurants to leave the warning on the furniture when and if they are shipping to customers in California.

Feel free to contact our office if you need addisitional information.

Thank you

Michael Scott
VP / National Sales Manager
Vitro Seating Products, Inc.