

E J V I C T O R

LIMITED WARRANTY

EJ Victor will repair or replace, at EJ Victor's discretion, any product or part found to be defective in workmanship or materials given normal use and care upon examination by an authorized EJ Victor representative for one year from date of shipment. This warranty does not include misuse of product, improper care of product, modifications of product, exposure to dramatic temperature or unusual conditions or damages produced by contact with other products. EJ Victor is not responsible for product appearance or fit due to building structure or stability. All EJ Victor upholstery fabrics, leather and COM materials are excluded from this warranty. Increased lead times are required for orders with customized product and large quantities. Orders will not be entered or confirmed until carrier and shipping address are provided.

Requests for changes in orders will only be considered if received in writing prior to the start of production. EJ Victor reserves the right to charge for labor, materials and administrative costs for order changes. Revisions may result in rescheduling of the order at EJ Victor's discretion.

All acknowledged orders are considered as firm orders and are not subject to cancellation or revision. If for any reason cancellation is permitted, it will be at the discretion of EJ Victor through written consent. If approved, cancelled orders will be subject to a cancellation charge. Only standard, inventoried product will be considered for cancellation. No cancellations will be accepted on custom pieces or upholstery product after production has begun or fabric has been ordered.

Any delivery date change must be submitted in writing and approved by EJ Victor. If the customer is unable to accept an order when it is ready for shipment, storage may be requested. Acceptance of storage will be at the discretion of EJ Victor. All costs including transportation will be at customer's expense. A storage charge of 2% of the invoice will be assessed for every 30 days, or any part thereof, that merchandise remains in storage. Customer will bear all risk of damage or loss during storage.

EJ Victor is not liable for damages that occur during transit or storage. The carrier assumes all responsibility upon acceptance of product. All shipments should be opened and inspected immediately upon receipt. Claims for damages, shortages or overcharges should be placed against delivering carrier by the buyer or receiver of goods. It is the customer's responsibility to inspect all products upon receipt. Customer should not accept the shipment until all shortages and carton damage are noted on the bill of lading and the freight bill. Concealed damage must be reported to the carrier within 15 days of receipt. Failure to make claims shall constitute acceptance of the products and waiver any claims of defects, errors or shortages.

EJ Victor will not accept return merchandise without a written Return Authorization from EJ Victor's Credit Manager.

Any claims against this limited warranty must be submitted in writing to the following address:
EJ Victor Hospitality, Warranty Claims, 110 Wamsutta Mill Road, Morganton, NC 28655.