



TERMS & CONDITIONS

ORDERING

DM Seating Mfg. sells all products via dealers, designers, contractors and consultants only.

We are happy to assist anyone with layout, design, factory tour, planning and quoting.

The Process

- 1. Send purchase orders to**
Email: PurchaseOrder@DMSeating.com
Fax: 678-495-1422
- 2. Pay any deposits**
Nothing happens until the deposit is received.
- 3. Answer questions” from DM Seating**
Orders are not scheduled until all questions have been answered including TBD/TBA notes.
- 4. Review the Sales Order for errors/issues**
We are NOT responsible for Sales Order errors unless noted within 24 hours of sending the order acknowledgment.
- 5. Ensure all payments terms are met**
Accounting must release all orders for them to proceed into production. The customer can send email to Info@DMSeating.com to check the customer account status and setup payment terms if needed.
- 6. Notify DM Seating of any changes ASAP**
The customer is responsible for all costs incurred by DM Seating for any changes during production.
- 7. Enjoy the customer new DM Seating products!**
DM Seating will be shipping on the Sale Order's ship date unless notified otherwise.

PRICING INFORMATION

All list prices shown are manufacturer's list prices, in US dollars, FOB DM Seating Mfg. in Marietta, Georgia or Norcross, Georgia, or Harrison, NJ. Pricing includes, assembly (except table bases), normal packaging, cartons and pallets.

ACCOUNTS & CREDITS

CREDIT TERMS: DM Seating's standard payment terms is "Prepaid", which requires a 50% deposit and the Net amount 3 days prior to shipment.

We also offer "Prepaid, Net 10" and standard "Net 30" to approved accounts. Note that net aging is based on the date the check is received, not the date it is written.

PAYMENT METHODS: DM Seating accepts payment via Check, Cash or Money Order.

CREDIT CARD PAYMENTS: American Express, Master Card and Visa are accepted with a 3% transaction fee added to the customer order.

NEW ACCOUNTS: Contact your DM sales representative or send an email to info@dmseating.com to request a credit application.

QUOTES / CHANGES

All quotations by Factory or Representatives are accurate for a period of 60 days, unless extended in writing. Freight is valid for 7 days only.

FREIGHT QUOTES: Are estimates only and will be requoted one week prior to shipment. DM Seating, Mfg. is NOT responsible for changes in freight market conditions.

CHANGES / SPECIAL REQUIREMENTS: Changes while in route, or customer's failure to specify all delivery requirement(s) will result in additional freight charges to the customer.

Note: Drivers are under no obligation to assist with off loading.

COM: CUSTOMERS OWN MATERIAL

DM Seating is NOT responsible for COM material.

All COM packages must be clearly marked on the exterior with Company name, Purchase order number and/or DM Seating order number.

WARRANTY AND RETURNS

BOOTH LIFETIME WARRANTY: DM Seating Mfg. warrants all DM Seating booth product frames, webbing and construction to be free of manufacturer defects for the life of the product.

DM Seating's warranty responsibility is limited to the cost of replacement or repair (at DM Seating' discretion) of the DM Seating Mfg. products. FOB Marietta, GA.

Upholstery and foam are covered via their original manufacturer's warranties only.

CHAIR, BARSTOOL, TOP, BASE 1 YEAR LIMITED WARRANTY: DM Seating Mfg. warrants all chair frames, barstool frames, tops and bases purchased via DM Seating Mfg., to be free of manufacturer defects for one year from date of purchase.

DM Seating's warranty responsibility is limited to the cost of replacement or repair (at DM Seating' discretion) of the DM Seating products. FOB Marietta, GA.

Upholstery and foam are covered via their original manufacturer's warranties only.

NON-WARRANTY RETURNS: Used or built-to-order products cannot be returned. No product may be returned for credit or exchange without prior written authorization from DM Seating. Approved returns are subject to a restocking and handling fee of 25%, with freight prepaid.

WOOD STANDARDS & REGULATIONS: U.S. Commercial Standards/Regulations require us to advise the customer that a wood product may experience some degree of warpage and thickness variation. We do not warranty limited warpage.

WARRANTY CLAIMS: DM Seating Mfg. is not responsible for warranty claims reported after 30 days from first recognition of the issue by the enduser. Once a claim is processed, DM Seating will work directly with the enduser to satisfy all warranty claims. In all cases, normal wear and tear is not covered by the warranties.



GENERAL INFORMATION

FREIGHT CLASS INFORMATION

Freight class is a rating based on density and/or the NMFTA system of storability, density, stowability, handling and liability. Using freight classes assure that the carriers get proportionally compensated for lighter products that use up a lot of space.

NMFTA Carriers (most) will use the NMFC Code to determine class. Non-NMFTA carriers will use density.

Standard freight classes based on density and NMFC for DM Seating restaurant furniture are as follows:

Item	Density	NMFC	Density/NMFC
Booths	2-4	27880-1	250 / 150
Wood Barstools	2.41	80580-3	250 / 250
Wood Chairs	4.59	80580-4	250 / 150
Metal Barstools	2.85	80580-3	250 / 250
Metal Chairs	4.17	80580-4	200 / 150
Trash Receptacles	4.02	39270-3	200 / 150
Table Tops	15-22	83620-2	85 / 70
Table Bases	22.68	82790-9	85 / 70

* Freight Quotations are valid for 15 days

FREIGHT & HANDLING

DM Seating Mfg. ships within the continental United States only. Orders can ship freight collect, prepay and add, or 3rd party as specified.

We work to provide the best balance between strength and cost in packaging. This ensures that our customers get the very best value for their dollar.

ADDITIONAL FREIGHT CHARGES

In addition to transit costs, additional charges are incurred for freight services, and delivery options. If these were not specifically indicated on the purchase order/quote, they will be invoiced subsequently.

Additional delivery options include: Re-delivery, Storage, Re-consignment, Call-ahead notification, Inside Delivery, Lift-gate, Weekend Delivery, Driver Off-loading labor, and Limited Access Charges.

Limited Access charges have additional fees via every trucking company.

In addition to commercial establishments not open to the walk-in public during normal business hours,

limited access areas include:

- Residential
- Apartments
- Non-commercial
- Hospitals
- Schools
- Military Bases
- Military Installations
- Construction Sites
- Individual (mini) Storage Units,
- Fairs, Carnivals, Chautauqua
- Prisons

DAMAGE AND FREIGHT CLAIMS

It is customers' responsibility to inspect the entire shipment delivery and report issues to DM Seating within 5 days of receipt.

DM Seating Mfg. accepts no responsibility for freight related issues reported 6 or more days after receipt of shipment.

3RD PARTY SHIPMENTS: DM Seating accepts no responsibility for freight related issues with third party carriers.

VISIBLE DAMAGE: To prevent additional charges...

DO NOT REFUSE THE SHIPMENT.

- Note all damage on the delivery receipt before signing for goods.
- Keep a record of driver's name and anyone the customer may talk with at the carrier.

CONCEALED DAMAGE: Original packaging must be kept for the carrier, or the claim will be voided.

FREIGHT CLAIM PROCESSING: Any claim against DM Seating or the carrier for damaged goods must include appropriate damage notation on delivery receipt, photos and signed verification **within 5 days of delivery receipt.**

When damage is noted, contact your DM Seating, Mfg., sales representative immediately.

Also, send an email to info@dmseating.com with pictures of all damage, close-up and distance shots are both recommended.

CUSTOM DESIGNS

Standard booths can be made to special sizes, angles, trim, cutouts, seats special sewing, etc.; we welcome your special requests.

All circles and banquettes are standard with unfinished outside backs - if some are to be finished - please specify and add cost of outside back panels.

When circles, banquettes, curvettes, or any specials are ordered, always send plan with "Written In" dimensions. DM Seating Mfg. will also custom manufacture to your specifications.

Our Design Staff will assist you in meeting your customer's special needs. Please allow sufficient time to finalize the design and fabrication of special units.



DM SEATING, MFG

<http://DMSeating.com>

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Marietta, GA 30062

678-495-1417

678-495-1422 fax