

GENERAL INFO - WARRANTY.

General Information

Prices are subject to change without notice. An order may not be cancelled or altered once the piece is in production. Prices are F.O.B. factory. Any returns must have prior written permission from Cabot Wrenn.

Pricing

Prices shown cover standard products. Any changes or alterations, other than those listed, will be subject to an additional charge. **Prices include packaging and cartoning.**

Authorization and pricing must be secured in advance for orders or contracts calling for large quantities or extended delivery dates.

Ordering

To expedite order entry and to assure proper service, please mail, fax, or email order directly to:

Cabot Wrenn	Remit to:
PO Box 1767	PO Box 743643
Hickory, NC 28603	Atlanta, GA 30374-3643
828-326-8250 tel	

Shipping Address

Cabot Wrenn
405 Rink Dam Road
Hickory, NC 28601

Literature Department

email: literature@cabotwrenn.com
828-495-7785 fax

Acknowledgement

Each order will be checked and acknowledged by Cabot Wrenn. Customers should check each acknowledgement for accuracy in style numbers, descriptions and pricing and immediately notify Cabot Wrenn of any discrepancies. This printed acknowledgement is the final agreement between Cabot Wrenn and the customer, superseding all previous communications regarding the order.

Specification Changes

Technological advances are being reviewed regularly. Cabot Wrenn reserves the right to change specifications for the improvement of products at any time, without notice.

Order Changes

Order changes may result in rescheduling of product and possible charges.

Cancellations

No cost if order is cancelled prior to production. After production has begun, only actual cost incurred will be billed to the customer if merchandise cannot be sold within a 6 month period.

Terms

Cabot Wrenn terms are Net 30 days. A service charge of 18% per year or .0004931 per day, compounded monthly, will be added to balance due beyond the 30th day. Prices are subject to change without notice. Prices listed herein are for payments made within TERMS and submitted by cash, check, or electronic transfer. Products are shipped **FOB factory**. Title passes to purchaser and Cabot Wrenn's responsibility ceases when shipment is accepted for transportation by a carrier. A full explanation of all payment terms is found on order and invoice forms.

Footrests

All bar stools with footrest options come standard with Dark English Antique footrest. Some bar stools, where noted in the catalog, are available with Brushed Aluminum as an option.

Credit Card Payments

When paying by credit card (Visa, Discover, Mastercard or American Express), include the card number, expiration date, card holder name (printed) and card holder signature on the purchase order. A credit card payment form is available upon request. It is also available on our website, www.cabotwrenn.com. **Credit cards and other payment services may carry additional fees. Please contact your Account Credit Representative for specific information.**

Warranty

5 Year Warranty

Subject to the limitations set forth below, **Cabot Wrenn warrants to the original purchaser all products in this price list to be free from defects in material and workmanship for a five (5) year period from the date of shipment.** This five (5) year warranty applies to all products sold and installed by a Cabot Wrenn authorized agent for normal commercial single shift service and normal care. Cabot Wrenn will, at its discretion, replace, repair locally, repair at its factory, or return the purchase price of any Cabot Wrenn merchandise that, upon inspection by Cabot Wrenn, is deemed to be defective, without charge to the original purchaser. This warranty does not apply to defects in components not manufactured by Cabot Wrenn such as upholstery materials, pneumatic cylinders, and casters.

Customer's Own Material (COM/COL) or any other non-standard material selected by the customer is not warranted. This warranty does not apply to damage resulting from accident, alteration, misuse, abuse by customer or any third party, or the unauthorized repair by anyone other than Cabot Wrenn or its named representative(s). That is, Cabot Wrenn's warranty is only valid if products are given proper use and care. Cabot Wrenn assumes no responsibility for product damages resulting from improper installation, user modification, or natural color changes, variations, or movements that occur over time.

It is expressly understood and agreed that the buyer's sole and exclusive remedy for any and all losses or damages resulting from nonconforming goods, or from any other cause, shall be the repair or replacement of defective parts, and Cabot Wrenn shall not be liable for damages or injury to persons or property, nor for replacement of the entire commercial unit, if repair or replacement of defective parts can reasonably render the unit conforming.

All warranty claims must be made in writing by the original purchaser. Purchasers may be required to produce the invoice or other evidence to establish that a claim is within the warranty period. No person, firm, or corporation is authorized to assume for Cabot Wrenn any liability in connection with the sale or installation of Cabot Wrenn product except as stated above.

Compliance with applicable laws, regulations, codes, certifications, and manufacturing standards are disclaimed if this product is misused, improperly installed or modified in any respect (including without limitation, any change in components affecting stability, load capacity or load distribution) after shipment from the manufacturer or after manufacturer-approved assembly. The warranty described in this agreement is in lieu of all other warranties. **THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS AGREEMENT.** The warranty described in this agreement shall be the sole and exclusive remedy for any and all losses or damages resulting from non-conforming goods or from any other cause. **CABOT WRENN DISCLAIMS AND SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY SORT.**

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Shipping

All product is shipped FOB Factory.

An anticipated shipping date is indicated on the order acknowledgement. Cabot Wrenn cannot accept responsibility for shipping delays caused by outside sources or unforeseen problems. Delay of shipments requested by customers must be approved by Cabot Wrenn. Any resultant storage charges will be charged to the customer. If possible, Cabot Wrenn will ship in accordance with customer instructions. Cabot Wrenn may await completion of the entire order and ship all at once or may make partial shipments from time to time at its sole discretion unless the customer requests in writing that partial shipments are needed and Cabot Wrenn approves the specific shipping schedule.

Cabot Wrenn is not liable for any delay or failure to deliver or perform due to strikes, lock-outs, or other labor difficulties, delay of sources or supply, transportation difficulties, accidents, fires, acts of God, or any other causes of like or unlike nature beyond Cabot Wrenn's control.

Liability

Cabot Wrenn products and their packaging are tendered to a transportation company only after passing rigid quality control inspection. At that time, title to the product is passed to the purchaser. However, the transportation company assumes all liability from acceptance of shipment through its delivery. That is, Cabot Wrenn's liability ceases at the time of shipment.

Damage or Shortage

If there is damage or shortage, note it on the freight bill at the time of delivery. If damage is concealed, notify the carrier immediately, request an inspection, and file a claim for damage. The refusal of damaged merchandise in no way relieves the purchaser of responsibility for payment of goods.

Filing of Claims

The utmost care is used in packaging and shipping. Cabot Wrenn liability ceases when the carrier issues a clear receipt to Cabot Wrenn, which is an acknowledgement by the transportation company that the shipment has been received by them in good condition. It is the obligation of the consignee to count and examine the condition of the shipper's containers at the time of delivery. It is the consignee's responsibility to file claims for damage or loss with the transportation company as soon as possible after receipt of merchandise. Do not return freight damaged merchandise to Cabot Wrenn. Proceed with the following steps to expedite payment of claims with transportation companies. Cabot Wrenn is not responsible for pick up and delivery charges for local repairs or inspections OR returns to the factory. Cabot Wrenn is not responsible for the cost of rental furniture while repairs are made.

For Visible Damage

1. Make damage notation on delivery receipt and have driver sign. **Do not reject or refuse the shipment.**
2. Immediately request that the carrier make an inspection.
3. Hold damaged carton and all interior packing for carrier's inspection. These materials will be needed to substantiate the claim.
4. After inspection, file claim. If no inspection is made, file claim within five days of request for inspection.

For Concealed Damage

1. Open cartons as soon as possible after receipt and inspect.
2. Follow steps 2,3, and 4 as listed under **Visible Damage.**
3. If there is possible damage (crushed corners, sound of broken parts, etc.), and receiver cannot take time to open, write "**possible concealed damage**" on bill before signing.

For Loss

1. Be sure loss notation is made on delivery receipt and have driver sign.
2. File claim within the prescribed time.

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