

TABLES

TOPS

MARBLE + GRANITE CALCULATIONS

Crating Fee: 5 tops – \$150 NET
10 tops – \$195 NET
15 tops – \$250 NET

MDF Plywood Base: 14" x 14" x 3/4" to attach to base:
ADD \$37 per top to the LIST price or \$15 NET per top

Weight: Marble: 11 pounds/square foot (3/4")
16 pounds/square foot (1-1/4")
Granite: 12 pounds/square foot (3/4")
19 pounds/square foot (1-1/4")

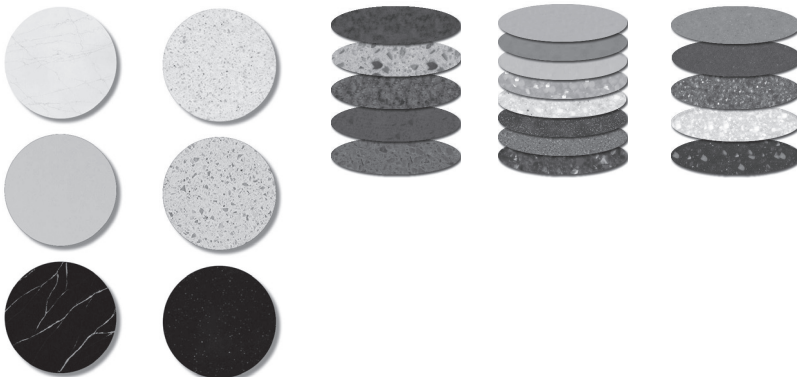
Weight Calculation Examples:
For 36" Round or Square Marble
 $36"/12 = 3$
 $3 \times 3 = 9$
 $9 \times 11\# \text{ per sq. ft.} = 99 \text{ lbs./top}$
For 48" x 30" Marble Top
 $(48/12) \times (30/12)$
 $4 \times 2.5 = 10$
 $10 \times 11\# \text{ per sq. ft.} = 110 \text{ lbs./top}$

Sample Marble or Granite Price Calculation:
To price a marble or granite table top with 3/4" thick standard edge, use the following calculation:
 $L/12 \times W/12 \times \$ \text{ of marble per sq. ft.} = \text{Price of marble with a Standard Edge}$
Ex. To calculate a 30" x 42" Table top with a Standard Edge:
 $30/12 \times 42/12 \times \$55 \text{ (the price per sq. ft.)}$
 $2.5 \times 3.5 \times \$55.00$
 $8.75 \times \$55 = \$481.25 \text{ Price of Table Top LIST}$
Ex. To calculate a 24" x 24" Table top with a Standard Edge:
 $24/12 \times 24/12 \times \$55 \text{ (the price per sq. ft.)}$
 $2 \times 2 \times \$55.00$
 $4 \times \$55 = \$220.00 \text{ Price of Table Top LIST}$

To calculate all other edges use the following calculation:
For Square or Rectangle $(L/12 + W/12)2 \times \$ \text{ of the Edge}$
Ex. To calculate a 30" x 42" Table top with a Bullnose Edge:
 $(30/12 + 42/12) \times 2 \times \31.00
 $(2.5 + 3.5) \times 2 \times \31.00
 $6 \times 2 \times \$24 = \$300 \text{ (price of bullnose edge)}$
 $\$288 + \$481.25 = \$769.25$
 $\text{(price of edge)} \quad \text{(price of marble)} \quad \text{(price of table top) LIST}$
For Round: $\text{Dia.}/12 \times 3.1416 \times \$ \text{ per linear foot of the edge}$
Ex. $36" / 12 \times 3.1416 \times \$24 = \$226 \text{ (Price of edge LIST)}$

QUARTZ & SOLID SURFACE

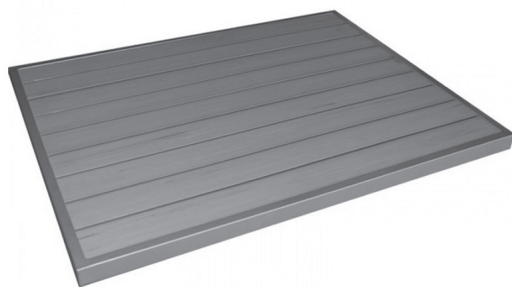
PLEASE CALL CUSTOMER SERVICE // QUOTED ON REQUEST PER SIZE AND QUANTITIES -- MINIMUM ORDER
QUANTITY OF 5 PER SIZE/COLOR



TABLES

TOPS

MALIBU



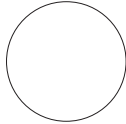
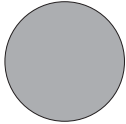
ITEM	SIZE	DESCRIPTION	INDOOR/ OUTDOOR	PRICE	WT	PKG
MALIBU 24R	24" Round	PVC Poly Teak top with aluminum edge. Can be used with any of our bases	IN/OUT	\$503	14	10/skid
MALIBU 24 X 32	24 X 32 Rectangle	PVC Poly Teak top with aluminum edge. Can be used with any of our bases	IN/OUT	\$647	14	10/skid
MALIBU 32S	32" Square	PVC Poly Teak top with aluminum edge. Can be used with any of our bases	IN/OUT	\$699	17	10/skid
MALIBU 32R	32" Round	PVC Poly Teak top with aluminum edge. Can be used with any of our bases	IN/OUT	\$699	17	10/skid

TABLES

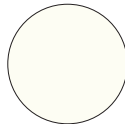
TOPS

Urban Table Tops

Class I



Urban Cotton



Cotton (white edge)

Urban Table Tops - Stone & Antique Oak

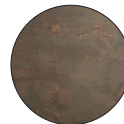
Class II



Antique Oak (brown edge)



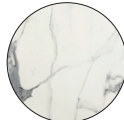
Black Flame (black edge)



Fire Flame (brown edge)



Satin Stainless



White Carrara (white edge)

Class III



Duramatte Black (black edge)



Black Marble (black edge)



Palladio (grey edge)

These tops are made of thermoset resins that are bonded to create a high-density product that is suitable for indoor use or outdoor use.

The Urban Tops come in 1/2" Thickness.

NOTE: Urban Tops must be pre-drilled for base attachment. Pre-drilling for customer's own base requires mounting plate with CAD drawing and setup fee of \$55.

Note: Dark top colors tend to show scuffs, abrasions and scratches more than lighter colors. Custom sizes may be available upon request. Finished dimensions may vary by +/- 3/8". Darker colors will fade under UV rays over time and should be used in covered areas.

Optional Edge Profile: "Knife Edge"
Upcharge \$10 NET per table top



ITEM	SIZE	CLASS I	CLASS II	CLASS III	Cotton (White Core)**	WT	PKG
URB-24R	24" ROUND	\$350	\$484	\$805	\$562	14	skid
URB-27R	27" ROUND	\$480	\$659	\$1,060	\$766	18	skid
URB-30R	29.5" ROUND	\$547	\$761	\$1,271	\$881	20	skid
URB-31R	31" ROUND	\$599	\$839	\$1,356	\$958	21	skid
URB-32R	32" ROUND	\$659	\$869	\$1,356	\$1,054	25	skid
URB-35R	36" ROUND	\$791	\$1,087	\$1,699	\$1,267	27	skid
URB-40R	39.5" ROUND	\$978	\$1,343	\$2,058	\$1,564	30	skid
URB-42R	42" ROUND	\$1,100	\$1,666	\$1,968	\$1,760	32	skid
UBR-47R	47" ROUND	\$1,408	\$1,932	\$3,383	\$2,251	36	skid
URB-51R	51" ROUND	\$1,634	\$2,300	\$3,804	\$2,616	40	skid
URB-23S	23" SQUARE	\$330	\$462	\$805	\$528	14	skid
URB-24S	24" SQUARE	\$350	\$484	\$805	\$562	14	skid
URB-27S	27" SQUARE	\$480	\$659	\$1,060	\$766	18	skid
URB-30S	29.5" SQUARE	\$551	\$761	\$1,273	\$881	20	skid
URB-31S	31" SQUARE	\$599	\$839	\$1,356	\$958	21	skid
URB-32S	32" SQUARE	\$659	\$865	\$1,356	\$1,054	25	skid
URB-35S	36" SQUARE	\$791	\$1,087	\$1,699	\$1,267	27	skid
URB-42S	42" SQUARE	\$1,100	\$1,546	\$1,968	\$1,760	32	skid
URB-2430	24" x 30" RECTANGLE	\$440	\$690	\$1,060	\$704	25	skid
URB-2444	24" x 44" RECTANGLE	\$644	\$880	\$959			skid
URB-2448	24" x 48" RECTANGLE	\$706	\$1,166	\$1,686	\$1,151		skid
URB-4720	47" x 19.5 RECTANGLE	\$589	\$810	\$1,374	\$943		skid
URB-4732	47" x 31.5" RECTANGLE	\$941	\$1,292	\$2,044	\$1,505		skid
URB-3048	30" x 48" RECTANGLE	\$899	\$1,258	\$2,044	\$1,438	40	skid
URB-5528	55" X 27.5" RECTANGLE	\$880	\$1,309	\$2,212			skid
URB-6031	60" x 31" RECTANGLE	\$1,178	\$1,619	\$2,548			skid

Cut umbrella holes \$45 LIST each.

Tops larger than 48" long are subject to a \$165 LIST crating fee.

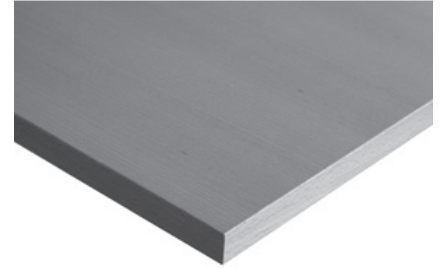
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TOPS

WOOD VENEER

Maple Veneer** for indoor use.

Our wood surface tops are offered in any of our standard Conversion Varnish Finishes. The conversion varnish offers the ultimate in durability for interior wood surfaces that are exposed to extreme moisture, heat, or mild household chemicals, and are scratch resistant. If you would like to receive technical data, please let us know.



ITEM	SIZE	DESCRIPTION	INDOOR/ OUTDOOR	PRICE	WT	PKG
WV 24R	24" Round	Maple Veneer 1"*** Straight Edge	IN	\$510	13	10/skid
WV 28R	28" Round	Maple Veneer 1"*** Straight Edge	IN	\$571		10/skid
WV 30R	30" Round	Maple Veneer 1"*** Straight Edge	IN	\$619		10/skid
WV 32R	32" Round	Maple Veneer 1"*** Straight Edge	IN	\$730		10/skid
WV 36R	36" Round	Maple Veneer 1"*** Straight Edge	IN	\$790		10/skid
WV 38R	38" Round	Maple Veneer 1"*** Straight Edge	IN	\$949		
WV 42R	42" Round	Maple Veneer 1"*** Straight Edge	IN	\$988		10/skid
WV 48R	48" Round	Maple Veneer 1"*** Straight Edge	IN	\$1,208	79	10/skid
WV 24S	24" Square	Maple Veneer 1"*** Straight Edge	IN	\$454	15	10/skid
WV 28S	28" Square	Maple Veneer 1"*** Straight Edge	IN	\$488		10/skid
WV 30S	30" Square	Maple Veneer 1"*** Straight Edge	IN	\$532		10/skid
WV 32S	32" Square	Maple Veneer 1"*** Straight Edge	IN	\$612	29	10/skid
WV 36S	36" Square	Maple Veneer 1"*** Straight Edge	IN	\$700	33	10/skid
WV 42S	42" Square	Maple Veneer 1"*** Straight Edge	IN	\$842		10/skid
WV 48S	48" Square	Maple Veneer 1"*** Straight Edge	IN	\$1,159		
WV 2430	24" x 30" Rectangle	Maple Veneer 1"*** Straight Edge	IN	\$563	20	10/skid
WV 2448	24" x 48" Rectangle	Maple Veneer 1"*** Straight Edge	IN	\$721		10/skid
WV 3060	30" x 60" Rectangle	Maple or Beech Veneer 1"*** Straight Edge	IN	\$814	49	10/skid
WV 3248	32" x 48" Rectangle	Maple or Beech Veneer 1"*** Straight Edge	IN	\$742	44	10/skid

Maple Veneer tops have a banded edge.

Square and rectangular tops have 3/16" banded edge, round tops have self edge.

For Oak or Mahogany veneer add 12%. *MINIMUM QUANTITY: 5 TOPS PER SIZE*

SOLID WOOD QUOTED ON REQUEST



TERMS & CONDITIONS

TERMS & CONDITIONS

The sale or supply of any products and/or services by Seller, or its subsidiaries or affiliates, to the Purchaser is expressly conditioned upon the terms and conditions contained or referred to in this Contract. Any additional or different terms and conditions set forth in Purchaser's purchase order or other communication are objected to and will not be binding upon Seller unless specifically agreed to in writing by an officer of Seller. Any order or authorization by Purchaser, whether written or oral, for Seller to furnish products or services shall constitute acceptance of these terms and conditions. No modification to this Contract shall be effective against Seller unless evidenced in writing and signed by a duly authorized representative of Seller.

1. Definitions: "Seller" shall mean Beaufurn, LLC; "Purchaser" shall mean the person or entity listed on the order acknowledgment, and any subsidiary or affiliate of such person or entity receiving Products under the Contract; "Parties" shall mean the Purchaser and Seller, collectively; "Product(s)" shall mean the goods supplied pursuant to this Contract; "Contract" shall mean Beaufurn's order acknowledgment, these Terms and Conditions, and the Limited Warranty; and "Facility" shall mean any manufacturing or distribution facility operated by Seller.

2. Method of Payment: A 50% deposit is due from the Purchaser at the time of order of any Product. The balance is due before shipment of the Products and/or when the Products are ready to be shipped. All payments shall be paid in United States Dollars and may be payable via cash, check, wire, ACH, or credit card only.

3. Delivery and Risk of Loss: All prices of Products are Ex Works (Incoterms 2000) Seller's Facility in North Carolina. Title to and risk of loss of any Products sold hereunder shall pass to Purchaser upon Seller's delivery of the Products to the carrier at Seller's Facility. Seller is not responsible for loss or damage in transit. Purchaser shall bear the cost of freight from Seller's Facility to Purchaser's location. Performance shall be deemed to have occurred at the point of delivery to carrier at Seller's Facility.

4. Acceptance and Rejection: Promptly upon receipt of Products delivered hereunder, Purchaser shall carefully inspect such Products for any damage, defect, or shortage before signing the freight bill. All claims for shortage or nondelivery and any claim for damage or defect which could reasonably be discoverable in the course of such inspection shall be waived unless Purchaser shall notify Seller of the same within five (5) days after receipt of such shipment of Products to which the claim relates. If Purchaser rejects in whole or in part any nonconforming shipment of Products, Purchaser shall provide Seller written notice of such rejection not later than five (5) days after receipt of such shipment of Products. If Purchaser fails to provide Seller with such notice, Purchaser shall be deemed to have accepted the applicable shipment of Products. Upon written notice of nonconformity of any Product, Seller shall have the right to cure said nonconformity within a reasonable time. If Seller agrees with Purchaser's determination that a shipment of Products does not comply with applicable specifications, Seller shall use reasonable efforts to repair or replace the nonconforming Products, at no additional costs to Purchaser.

5. Product Specification and Prices: Seller reserves the right to alter product specifications without notice. Prices are subject to change without notice to Purchaser. All orders placed by Purchaser are subject to final confirmation by Seller. Seller is not responsible and will not honor incorrect quotations from independent representatives. All prices and other terms are subject to correction for typographical or clerical errors.

6. Product Dimensions: All advertised Product dimensions are subject to change without notice to Purchaser or Purchaser's consent. If dimensions are critical to Purchaser, Purchaser may advise Seller of such when ordering the Product(s). Seller will make reasonable efforts to comply with Purchaser's requests, however, Seller does not guarantee that the Product(s) will exactly conform to Purchaser's requests or the advertised dimensions.

7. Cancellations: All Products are finished to order and Purchaser shall have no right to cancel an order without first obtaining the prior written consent of Seller and the payment of the cancellation fee imposed by Seller. Seller will not consent to the cancellation by Purchaser of an order after production of such Products has begun.

8. Seller's Right to Sell Product: Possession of Seller's catalog and price list does not constitute authority to purchase or sell Products manufactured by Seller. Seller sells Products on a select dealership basis and reserves the right to decline orders from any prospective Purchaser or account.

9. Collection Costs: Purchaser agrees to be liable for all collection costs including, but not limited to, Seller's attorney's fees and costs. Overdue accounts shall be assessed a late payment fee at the rate of two percent (2%) per month or the maximum rate

TERMS & CONDITIONS

permitted by applicable law with respect to such obligations, whichever is less.

10. **Product Shipment and Delivery:** Seller will ship orders complete unless Purchaser's order acknowledgment specifically states "Split Ship" to indicate that all the Products should be shipped as they are complete in which case additional freight charges will be added to Purchaser's Invoice. Packaging charge, if any, is additional. Product delivery dates are not guaranteed. Seller assumes no liability in the event of any delivery delays.

11. **Storage Charges:** Postponement of shipment beyond Seller's scheduled ship date will result in a storage charge at the rate of two and one-half percent (2.5%) or Prime Rate + 1% whichever is higher per month on invoice total.

12. **Minimum Order:** Minimum quantity order may apply on some Product styles.

13. **Taxes:** Purchaser shall pay all taxes based on or in any way measured by this Contract or the Products, including any real or personal property taxes. If Seller is required to pay or collect any taxes on the Products, then all such amounts shall be paid by Purchaser or reimbursed by Purchaser to Seller.

14. **Products Including Marble:** For Products incorporating marble, Purchaser acknowledges and agrees that even though marble tops are anti-stain treated prior to leaving the factory, marble is a porous material and food or liquid stains may occur if they are not removed immediately after happening. Purchaser further acknowledges that Seller recommends that marble tops be re-treated with anti-stain at least twice a year using commercially available products. Purchaser acknowledges that marble is a natural product and will show natural variations in color and composition.

15. **Table Top and Table Base Product:** Purchaser acknowledges and agrees that recommended table top/base sizes are for reference only. It is Purchaser's sole responsibility to confirm sustainability for specific applications.

16. **Products with Wood Finishes:** Purchaser acknowledges and agrees that due to natural variations in the color of wood in its unfinished state, Products with wood finishes may show slight variations in color from any samples provided for review.

17. **Products made with Purchaser's Own Material ("COM"):** COM will be scheduled for production only after receipt and inspection of the COM by Seller. Purchaser acknowledges and agrees that in COM orders the actual yardage required to accommodate fabric patterns may vary substantially from the amount specified in the Price List. All of Seller's yardage estimates are based in 54 inch wide finished vinyls or fabrics. In the absence of instructions Seller will apply fabric pattern according to Seller's best judgement. If Purchaser must have exact yardage requirements, Purchaser must forward 120% of yardage for one Product (see yardage requirement in Price List) and a request yardage estimate. In most cases this will permit an accurate usage calculation.

All COM must be shipped prepaid and clearly marked with Purchaser's name purchase order number and Beaufurn Order Acknowledgment Number. Leather material is subject to a ten percent (10%) surcharge in upholstery work. Seller reserves the right to refuse any COM or require a written unconditional release prior to production of Products using the COM. All COM fabrics must pass CAL TB117-2013 and documentation for confirmation must be supplied to seller. Seller reserves the right to refuse any COM deemed unsuitable for upholstery and does not meet these requirements.

Seller's Limited Warranty does not cover the quality and durability of any upholstery materials, including COM, and Seller shall not be held responsible for wear, fading or performance of any upholstery or other materials, whether supplied by the Purchaser or by Seller. Seller is not responsible for any flaws or defects or variations in color of COM. Seller assumes no responsibility for the flame retardancy of any COM. Purchasers are solely responsible for making sure that COM complies with all applicable codes and regulations.

18. **Product Returns:** Written authorization ("Return Authorization") is required by Seller for Purchaser to return any Product. No credit is allowed for Products returned without such prior written consent by Seller. A Return Authorization sent to Purchaser by Seller must accompany all returned merchandise; otherwise shipment will be refused. Failure to enclose a Return Authorization and proper identification will result in credits being delayed. Returned Products are subject to a restocking charge of fifty percent (50%) of the purchase price of the Products. Products in orders that included upholstered merchandise (including, without limitation, Products made with COM), special material, manufacturing sizes, etc. are not returnable. Returns must be made

TERMS & CONDITIONS

within 15 days of the date of the Return Authorization.

19. **Seller's Remedies:** Seller retains the right upon breach of this Contract by the Purchaser to sell any Products in Seller's possession. In effecting any resale based upon breach of this Contract by Purchaser, the Purchaser shall remain liable for any net deficiency on resale of Product. Seller shall be entitled to collect from Purchaser reasonable attorney's fees and costs related to Purchaser's breach of this Contract.

20. **Purchaser's Remedies:** PURCHASER'S EXCLUSIVE REMEDY FOR SHORTAGE OF PRODUCT, DAMAGED OR DEFECTIVE PRODUCT (WHETHER OR NOT OCCURRING AS A RESULT OF SELLER'S ALLEGED NEGLIGENCE OR GROSS NEGLIGENCE), BREACH OF WARRANTY BY SELLER, OR ANY OTHER CAUSE OF ACTION ARISING OUT OF SELLER'S SALE OF PRODUCTS (WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR UNDER ANY OTHER LEGAL THEORY) IS EXPRESSLY LIMITED TO REPAIR OR REPLACEMENT OF NONCONFORMING PRODUCTS, AT SELLER'S SOLE OPTION. PURCHASER SHALL HAVE NO RIGHT TO WITHHOLD PAYMENT OR MAKE A REDUCTION IN PRICE. PURCHASER'S REMEDY OF REPAIR OR REPLACEMENT IS AVAILABLE ONLY IF NONCONFORMANCE WAS NOT CAUSED BY PURCHASER'S MISUSE, NEGLIGENCE, IMPROPER STORAGE, OR TRANSPORTATION, OR BY ACCIDENT, FIRE OR OTHER HAZARD. PURCHASER'S REMEDY FOR BREACH OF WARRANTY BY SELLER SHALL BE LIMITED TO OBTAINING CONFORMING PRODUCTS FROM SELLER OR, AT SELLER'S OPTION, REPAIR OF SUCH NONCONFORMING PRODUCTS.

21. **Limitation of Liability:** IN NO EVENT SHALL SELLER OR ITS SUBCONTRACTORS BE LIABLE TO PURCHASER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING PUNITIVE OR TREBLE DAMAGES OR ATTORNEY'S FEES, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF PURCHASER OR ITS CLIENTS OR CUSTOMERS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF GOODWILL, PROFITS, USE OF MONEY OR USE OF PRODUCTS OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE IN CONNECTION WITH OR ARISING OUT OF THIS CONTRACT, EXCEPT IN THE CASE OF PERSONAL INJURY OR PROPERTY DAMAGE WHERE AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, PURCHASER'S RECOVERY FROM SELLER FOR ANY DAMAGES SHALL NOT EXCEED THE PRICE PURCHASER PAID TO SELLER FOR SUCH PRODUCT. PURCHASER ASSUMES RESPONSIBILITY FOR ALL PERSONAL INJURY AND PROPERTY DAMAGE RESULTING FROM THE HANDLING, POSSESSION, USE, OR RESALE OF ANY PRODUCT. ANY ACTION BY PURCHASER FOR BREACH OF THIS CONTRACT BY SELLER OR ANY OTHER CAUSES OF ACTION OF PURCHASER EXPRESSLY ALLOWED UNDER THIS CONTRACT MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

22. **Exclusive Warranty and Remedy:** THE WARRANTIES AND REMEDIES SET FORTH HEREINABOVE ARE EXCLUSIVE, AND NO OTHER WARRANTY OR REMEDY OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY. Seller makes no representation or warranty concerning the application or effect of any federal, state, national or local laws, ordinances, rules or regulations which may now or hereafter pertain to the installation, use or operation of the Products.

23. **Indemnity:** Purchaser agrees to indemnify, hold harmless and defend Seller and Seller's directors, officers, employees and agents, and the directors, officers, employees and agents of any Seller parent, subsidiary or related company (the "Seller Indemnities") from and against any and all claims, suits, losses, damages, costs, fees and expenses arising out of the death or injury to person or damage to property resulting from the sale, marketing or use of the Products by Purchaser, except to the extent that such claims, suits, losses, damages, costs, fees or expenses arise or result from any negligent or wrongful act or omission of Seller.

24. **Force Majeure:** No liability shall result from Seller's nonperformance or delay in performance hereunder, when due to (i) war (whether or not declared and whether or not the United States or the country in which Purchaser's place of business is located is a participant), act of the public enemy, act of God, riot, fire, explosion, flood, storm, accident, or sabotage; (ii) strike, lockout or other labor trouble (whether or not such labor trouble is within the reasonable control of Seller; (iii) compliance with any law, act, regulation, priority, request or recommendation of any governmental authority; (iv) unavailability, shortage or significant increase in the cost of fuel, raw materials, energy sources or labor; (v) mechanical failure or breakdown of equipment; or (vi) any contingency beyond the reasonable control of Seller interfering with the production, supply, or transportation of the Products covered by the Contract or with the supply of raw materials used in connection therewith. In such event, quantities so affected will be eliminated from the Contract without liability to either Party thereof.

TERMS & CONDITIONS

25. Miscellaneous:

a. Remedies not Exclusive: All remedies available to the Parties for breach of obligations herein are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy will not be deemed an election of such remedy to the exclusion of other remedies provided herein.

b. Dispute Resolution: Any dispute between Seller and Purchaser arising under or related to this Contract other than disputes related to the Purchaser's failure to pay the amounts due hereunder shall be resolved by arbitration in Winston-Salem, North Carolina, USA, under the rules of the American Arbitration Association and under the laws of the State of North Carolina, excluding its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

c. Severability: In the event any provision of the Contract is held to be invalid or unenforceable, the valid or enforceable portion thereof and the remaining provisions of the Contract will remain in full force and effect.

d. Waiver: A failure by either Party to insist on performance of any of the terms of the Contract, a failure by either party to exercise any right or privilege, or a waiver of any breach hereunder shall not constitute a waiver of any other right or privilege, whether of the same or similar type.

e. Nonassignability; Binding on Successors: Except in connection with any sale of all or substantially all of Purchaser's assets, whether by merger or otherwise, any attempted assignment of the rights or delegation of the obligations under the Contract by Purchaser, whether by operation of law or otherwise, shall be void without the prior written consent of the Seller. In the case of any permitted assignment or transfer of or under the Contract, the Contract shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and assigns of the Parties hereto.

f. Commercial Terms: Unless otherwise specifically provided on the face of the order acknowledgement, commercial trade terms used in the Contract shall be as defined in accordance with the North Carolina Uniform Commercial Code.

g. Ambiguities: Ambiguities, if any, in the Contract shall not be construed against either Party, irrespective of which Party may be deemed to have authored the ambiguous provision.

h. Survival of Obligations: Any termination of the Contract shall not affect any monies owing or obligations incurred by either of the Parties prior to the effective date of the termination. The representations and warranties set forth in this Contract shall survive expiration or termination for any reason of the Contract.



WARRANTY INFO

WARRANTY INFO

LIMITED WARRANTY: INDOOR FURNITURE

1. Beaufurn, LLC (Seller) offers a Limited Warranty on indoor Chairs and Barstools ("Products") sold by the Seller to the original purchaser (Purchaser), covering defects in material and workmanship on the frame and base of products for a period of up to five (5) years from the date of invoice for indoor dining chairs, ten (10) years from the date of invoice for indoor upholstered lounge furniture, subject to the terms, conditions and limitations described below. Custom Booths (Products) sold by the Seller to the original purchaser (Purchaser), covering defects in material and workmanship on the frame and base of products for a period of one (1) year from the date of invoice, subject to the terms, conditions and limitations described below. When other manufacturers warranties exist, Purchaser's claim must be made directly to those manufacturers, and all such warranties shall be in lieu of this Limited Warranty. Any such warranty shall be the sole warranty to the Purchaser.

2. Purchaser shall promptly notify Seller in writing of any alleged defect in any Product purchased from Seller, in reasonable detail to the satisfaction of Seller. Seller has the right to fully inspect any Product claimed defective before making a final determination of the claim.

3. Seller's sole liability under this Limited Warranty and Purchaser's exclusive remedy with respect thereto, arising out of the purchase, manufacture, installation or use of the Product, whether such liability is alleged to arise on account of contract (including breach of warranty), tort (including negligence), strict liability, or otherwise, shall be, at Seller's option, limited to the repair or replacement of any Product determined by Seller to be defective. Seller has sole discretion to determine which method will be used to correct any defects. Reimbursement for repairs locally made must be approved by Seller in writing in advance of the repairs. Purchaser and Seller agree that this remedy is the exclusive remedy available to Purchaser. No person or entity is authorized by Seller to make and Seller shall not be bound by any statement or representation as to the performance of Products other than as contained in this Limited Warranty. This Limited Warranty shall not be amended or altered except in a writing signed by Seller and Purchaser.

4. Claims for delays or damages occurring during transit or unloading of Products are to be made directly to the applicable freight carrier, and are not covered under this Limited Warranty. Seller will assist Purchaser in making such claims. This Limited Warranty does not cover, and no implied warranty shall be deemed to cover, any condition or damages resulting from: (1) normal wear and tear; (2) use of the Products beyond normal use, or in an application not recommended by any guidelines issued by Seller; (3) excessive use or misuse of the Products; (4) variations or changes in design of the Products; (5) excessive weight exposure; (6) improper handling, storage, neglect or abuse of the Products; (7) moisture exposure; (8) heat or excessive temperature exposure; (9) exposure to extreme weather conditions; (10) lack of maintenance in accordance with Seller's maintenance instructions; (11) improper maintenance in contravention of Seller's maintenance instructions; (12) outdoor use of any Products intended solely for indoor use; or (13) any other causes or occurrences beyond Seller's control and unrelated to the manufacturing process.

5. Unless specified otherwise in writing by Seller, this Limited Warranty does not cover, and no implied warranty shall be deemed to cover, any part of the Products that are constructed of fabric materials, granite materials, marble materials or glass materials. Table bases, wood, laminate, or solid surface table tops are covered for one (1) year only from the date of invoice. Unless specified otherwise in writing by Seller, this Limited Warranty covers wicker or woven materials for one (1) year only from the date of the invoice (regardless of any registration of Product as set forth below). Fabric materials are covered solely by the manufacturers of the fabric material.

6. DISCLAIMER OF OTHER WARRANTIES

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, IMPLIED WARRANTY OF DURABILITY, OR IMPLIED WARRANTY OF NONINFRINGEMENT AND ALL OTHER POTENTIAL OBLIGATIONS OR LIABILITIES ON THE PART OF THE SELLER, EXCEPT THE WARRANTY OF TITLE. FURTHER, SELLER SPECIFICALLY MAKES NO WARRANTIES AS TO ANY SERVICES OR AS TO COMPLIANCE WITH LAWS, REGULATIONS, OR STANDARDS.

7. DISCLAIMER OF OTHER LOSS

SELLER SHALL NOT BE LIABLE FOR LOST PROFITS, REPLACEMENT RENTAL COSTS, FREIGHT EXPENSES, OTHER COSTS OF REPAIR OR REPLACEMENT, OR ANY CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES RESULTING FROM ANY DEFECTS IN MATERIAL OR WORKMANSHIP. EXCEPT AS SET FORTH HEREIN, SELLER SHALL NOT BE LIABLE FOR THE COST OF LABOR EXPENDED BY OTHERS ON ANY DEFECTIVE PRODUCT OR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES TO ANYONE BY

WARRANTY INFO

REASON OF DEFECTIVE MATERIAL OR WORKMANSHIP. THE LIABILITY OF SELLER IS LIMITED TO REPAIRING OR REPLACING DEFECTIVE PRODUCT IN ACCORDANCE WITH THE TERMS OF THIS WARRANTY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, PURCHASER'S RECOVERY FROM SELLER FOR ANY DAMAGES OR OTHER LOSS SHALL NOT EXCEED THE PRICE PURCHASER PAID TO SELLER FOR SUCH PRODUCT.

8. DISPUTE RESOLUTION AND GOVERNING LAW

Any dispute between Seller and Purchaser arising under or related to this Limited Warranty, including without limitation the arbitrability of such dispute, shall be resolved by arbitration in Winston-Salem, North Carolina, USA, under the rules of the American Arbitration Association and under the laws of the State of North Carolina.

LIMITED WARRANTY – OUTDOOR FURNITURE

1. Beaufurn, LLC (Seller) offers a limited warranty on outdoor furniture products ("Products") sold by the Seller to the original purchaser (Purchaser), covering defects in material and workmanship on the frame and base of Products for a period of up to one (1) year from the date of invoice, subject to the terms, conditions and limitations described below. When other manufacturers warranties exist, Purchaser's claim must be made directly to those manufacturers, and all such warranties shall be in lieu of this Limited Warranty. Any such warranty shall be the sole warranty to the Purchaser.

2. Purchaser shall promptly notify Seller in writing of any alleged defect in any Product purchased from Seller, in reasonable detail to the satisfaction of Seller. Seller has the right to fully inspect any Product claimed defective before making a final determination of the claim.

3. Seller's sole liability under this Limited Warranty and Purchaser's exclusive remedy with respect thereto, arising out of the purchase, manufacture, installation or use of the Product, whether such liability is alleged to arise on account of contract (including breach of warranty), tort (including negligence), strict liability, or otherwise, shall be, at Seller's option, limited to the repair or replacement of any Product determined by Seller to be defective. Seller has sole discretion to determine which method will be used to correct any defects. Reimbursement for repairs locally made must be approved by Seller in writing in advance of the repairs. Purchaser and Seller agree that this remedy is the exclusive remedy available to Purchaser. No person or entity is authorized by Seller to make and Seller shall not be bound by any statement or representation as to the performance of Products other than as contained in this Limited Warranty. This Limited Warranty shall not be amended or altered except in a writing signed by Seller and Purchaser.

4. Claims for delays or damages occurring during transit or unloading of Products are to be made directly to the applicable freight carrier, and are not covered under this Limited Warranty. Seller will assist Purchaser in making such claims. This Limited Warranty is strictly limited to the frame and base of Products and does not cover, and no implied warranty shall be deemed to cover any condition or damages resulting from: (1) normal wear and tear; (2) use of the Products beyond normal use, or in an application not recommended by any guidelines issued by Seller; (3) excessive use or misuse of the Products; (4) variations or changes in design of the Products; (5) excessive weight exposure; (6) improper handling, storage, neglect or abuse of the Products; (7) excessive moisture exposure; (8) excessive heat or excessive temperature exposure; (9) exposure to extreme weather conditions; (10) lack of maintenance in accordance with Seller's maintenance instructions; (11) improper maintenance in contravention of Seller's maintenance instructions; or (12) any other causes or occurrences beyond Seller's control and unrelated to the manufacturing process. Unless specified otherwise in writing by Seller, this Limited Warranty does not cover, and no implied warranty shall be deemed to cover, any part of the Products that are constructed of fabric materials, granite materials, marble materials or glass materials. Unless specified otherwise in writing by Seller, this Limited Warranty covers woven materials and wicker materials for one (1) year only from the date of the invoice. This Limited Warranty does not cover surface cracks in wood products that do not affect the structural integrity of the Products. Surface cracks in certain wood materials are normal and to be expected when the Products are subjected to outdoor use.

5. DISCLAIMER OF OTHER WARRANTIES

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, IMPLIED WARRANTY OF DURABILITY, OR IMPLIED WARRANTY OF NONINFRINGEMENT AND ALL OTHER POTENTIAL OBLIGATIONS OR LIABILITIES ON THE PART OF THE SELLER, EXCEPT THE WARRANTY OF TITLE. FURTHER, SELLER SPECIFICALLY MAKES NO WARRANTIES AS TO ANY SERVICES OR AS TO COMPLIANCE WITH LAWS, REGULATIONS, OR STANDARDS.

WARRANTY INFO

6. DISCLAIMER OF OTHER LOSS

SELLER SHALL NOT BE LIABLE FOR LOST PROFITS, REPLACEMENT RENTAL COSTS, FREIGHT EXPENSES, OTHER COSTS OF REPAIR OR REPLACEMENT, OR ANY CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES RESULTING FROM ANY DEFECTS IN MATERIAL OR WORKMANSHIP. EXCEPT AS SET FORTH HEREIN, SELLER SHALL NOT BE LIABLE FOR THE COST OF LABOR EXPENDED BY OTHERS ON ANY DEFECTIVE PRODUCT OR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES TO ANYONE BY REASON OF DEFECTIVE MATERIAL OR WORKMANSHIP. THE LIABILITY OF SELLER IS LIMITED TO REPAIRING OR REPLACING DEFECTIVE PRODUCT IN ACCORDANCE WITH THE TERMS OF THIS WARRANTY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, PURCHASER'S RECOVERY FROM SELLER FOR ANY DAMAGES OR OTHER LOSS SHALL NOT EXCEED THE PRICE PURCHASER PAID TO SELLER FOR SUCH PRODUCT.

7. DISPUTE RESOLUTION AND GOVERNING LAW

Any dispute between Seller and Purchaser arising under or related to this Limited Warranty, including without limitation the arbitrability of such dispute, shall be resolved by arbitration in Winston-Salem, North Carolina, USA, under the rules of the American Arbitration Association and under the laws of the State of North Carolina.



MAINTENANCE INSTRUCTIONS

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Thank you for choosing our furniture for your establishment. We would like to do our best to ensure that our quality standards meet to your satisfaction. Please be advised of the following recommendations regarding maintenance and care of your furniture:

The furniture is made to withstand normal wear and tear under normal conditions. It is recommended that users make periodic inspections to look for damages or signs of structural fatigue incurred in daily handling and use. Loose screws should be tightened immediately and any product that needs repair should be taken out of service immediately for repair or replacement.

Maintenance Instructions - Chairs & Barstools

Only water, with or without soap, should be used for cleaning non-wooden chairs. Wooden chairs should be wiped with a cloth or cleaned with furniture polish.

Maintenance Instructions - French Bistro Collection

If the French Bistro chairs and table bases are used outdoors, we recommend that the frames be lightly sanded and re-varnished once a year with any commercial outdoor spray lacquer. Make sure you replace any missing glides immediately. Not recommended to keep outside in rain, sleet, snow, etc. During wintertime and in any inclement weather conditions, the chairs and tables should be covered and stored away.

Maintenance Instructions - PolyTeak Table Tops & Chairs

Our polyteak table tops and chairs are suitable for outdoor use. For cleaning use only soap and water, no ammonia or acid based cleaners as these will damage the surface.

Maintenance Instructions - Teak Table Tops & Chairs

Our teak wood table tops and chairs are suitable for outdoor use. Teak is a natural product and should be treated regularly with varnish, teak oil, or any top coat material, to maintain the original teak wood product.

Maintenance Instructions - Wood Veneer or Solid Wood Table Tops

Suggested cleaning includes mix of mild soap and warm water; apply only with a cloth and dry immediately after cleaning. Any stains or water rings should be wiped up immediately to help protect the surface of the top from marring & discoloration. Do NOT use bleach, ammonia, or chlorine or acid-based (citrus) cleaners. Acidic and chemically abrasive solutions will damage the finish of the wood surface.

Maintenance Instructions - Marble Table Tops

Marble table tops are anti-stain treated prior to leaving the factory. However, marble is a porous material. Food or liquid stains may occur if they are not removed immediately after happening. We recommend that the marble table top be re-treated with anti-stain at least twice per year. This is a simple procedure, and there are many available products on the market that will protect the marble during usage.

Maintenance Instructions - Laminate Table Tops

Following are general guidelines for the cleaning of laminate table tops. However, there are extensive cleaning instructions that you can get from the website of the laminate manufacturer (Nevamar, Wilsonart, and Formica) that detail specific table top finishes and many kinds of possible stains. Wipe tops using a clean, damp cloth or sponge with a mild soap, non-bleach detergent or a general purpose cleaner (Windex, Formula 409, PineSol, Dawn). Polishes and sealers are not recommended. Application of these products will cause a residue buildup. We do not recommend the use of any cleaners with bleach, abrasives, or anti-bacterial formulas that may damage the finish of the top. Do not flood the laminate top, especially near the seams, since water can penetrate and cause the substrate to swell. Wipe dry immediately after cleaning.

Maintenance Instructions - Urban Table Tops

Following are general guidelines for the cleaning of Urban table tops. Wipe tops using a clean, damp cloth or sponge with a mild soap, non-bleach detergent or a general purpose cleaner (Windex, Formula 409, PineSol, Dawn). Polishes and sealers are not recommended. Application of these products will cause a residue buildup. We do not recommend the use of any cleaners with bleach, abrasives, or anti-bacterial formulas that may damage the finish of the top. Wipe dry immediately after cleaning.

MAINTENANCE INSTRUCTIONS

Maintenance Instructions - Aluminum / Stainless Steel

USING THE ALL WEATHER COLLECTION OUTDOORS: Due to the harsh climate (ocean, sand, weather, etc) that is experienced in some areas, we recommend the application of Duragloss Liquid Aluminum Polish # 881. The polish can be found at most hardware and auto part stores. The polish is formulated to clean and polish all types of metal surfaces. It removes oxidation, tarnish, rust and soil. It leaves a protective coating, which resists future oxidation. We recommend re-application of the polish at least once per year.

Directions for application:

- 1) Apply metal polish using a 100% cotton cloth or pad
- 2) Allow to haze 4-5 minutes
- 3) Remove haze with a clean 100% cotton cloth

For application on tarnished items, use a soft wire cloth and apply extra pressure as needed, then wipe off with the cotton cloth.

Maintenance Instructions - Solid Surface (example: Avonite)

Matte Finish

Cleaning : A sponge, soap and water will clean most stains. For more stubborn stains use a green Scotch Brite pad and an abrasive cleanser. Periodically go over the entire matte surface with a dry green Scotch Brite pad to return the original finish. Scratches: To remove scratches, start sanding with 240 grit paper and then clean with an abrasive cleanser and a green Scotch Brite pad.

Satin Finish

Cleaning: Soap and water will clean most stains. For stubborn stains use a white Scotch Brite pad and a non-abrasive cleanser, such as Soft Scrub. Scratches: To remove scratches, start by sanding with 400 grit paper followed by 600 grit paper. Then clean the area with Soft Scrub and a white Scotch Brite pad. You may choose to spray a light coat of Protect All to enhance the luster. Scratches: To remove scratches, start by sanding with 400 grit paper followed by 600 grit paper. Then clean the area with Soft Scrub and a white Scotch Brite pad. You may choose to spray a light coat of Protect All to enhance the luster.

High Gloss

Cleaning: Soap and water will remove most stains. Use a polishing compound like 3M Perfect-It and a soft cloth to remove more stubborn stains. Scratches: To remove scratches from a high gloss finish, start sanding with 400 grit paper. The surface must then be machine polished back to its original finish. Advise customer to contact the AVONITE Surfaces Fabricator if they do not own or have access to this equipment.

Helpful Hints

- Always use a hot pad or trivet under hot pots or heat producing appliances.
- Always use a cutting board.
- Never stand on your counters.
- Avoid harsh chemicals such as drain cleaners and paint removers.
- For high gloss counters place felt protectors on the bottom of pottery or other hard objects.
- Avoid sliding hard objects across these glossy surfaces.
- Always run cool water when pouring boiling water into Avonite Surfaces sinks.

Maintenance Instructions - Varnished, Painted, or Powdercoated Metal Surfaces

Varnished, painted or powder coated metal surfaces must be cleaned ONLY with NON ABRASIVE and NON ACIDIC solutions. Only use mild soap, non bleach detergent or a general purpose cleaner such as Dawn soap. Polish and sealers are not recommended . We do not recommend the use of any cleaners with concentrated bleach, Citrus-type cleaner, abrasives, or anti bacterial formulas as they will damage the finish of the top and void any warranty.

Maintenance Instructions - Leather Upholstery

WEEKLY - dust your leather items weekly to keep pores free from dust particles. Wipe with a soft cloth. Clean stains immediately with a damp cloth and mild detergent. It is a good idea to have a leather cleaner on hand. QUARTERLY - you should use a high quality leather conditioner/preservative to protect the leather and keep it supple.