

## **Limited Warranty**

**Revision Date: 2/14/2022** 

Lancaster Table & Seating (LTS) warrants all new LTS Products will be free of any manufacturing defects for one (1) year from the Product's original purchase date. LTS also warrants all new LTS Products' welded steel frames (excluding any stacking chairs' frames) will be free from broken or fatigued welds for five (5) years from the Product's original purchase date. This Warranty applies only to the Product's original purchaser.

LTS's liability under this Warranty is limited to the replacement of the defective Product. In no instance will the cost to replace the Product exceed its original purchase price. In LTS's sole discretion, it may provide a refund of the Product's original purchase price instead of replacement. This remedy is the SOLE AND EXCLUSIVE REMEDY for claims under this Warranty.

You are solely responsible for determining whether the Product is suitable, effective, or safe for your intended uses. Your intended use should align with LTS' marketed use of the Product (ex. chairs and tables should be used for sitting and dining purposes). You should not stand on any Product. Products should be used no more than 40 hours/week by persons weighing 250 pounds/less.

This Warranty does not cover damage to the Product that occurs as a result of:

- Intentional or accidental misuse, abuse, alterations, or other damage (including, but not limited to, vandalism; impact by foreign objects; improper handling, maintenance, and storage; use of incompatible accessories; or application of harmful chemicals);
- Assembly, installation, or use in violation of LTS's instructions and guidelines (including, but not limited to, use of the Product in violation of LTS's Product-specific restrictions and weight limits);
- Abnormal or unintended uses;
- Ordinary and expected wear and tear (including, but not limited to, scratching and tearing fabric);
  and/or
- Rust or other damage to Products caused by exposure to moisture.

This Warranty does not apply to parts and accessories (which are sold separately). This Warranty also does not include labor, materials, and expenses that you incur to remove, (re)install, or replace the Product.

THIS LIMITED WARRANTY IS THE ENTIRE, EXPRESS LIMITED WARRANTY FOR THE PRODUCT. ALL OTHER EXPRESS, STATUTORY, OR IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED WHERE ALLOWABLE BY LAW. Some states do not allow limitations on warranties, so these limitations may not apply to you.

This Warranty supersedes all prior and contemporaneous agreements, representations, or understandings, whether written or oral, relating to the Product. This Warranty may not be amended or altered except by a written statement signed by an authorized representative of LTS. LTS will not be bound by any statements or representations that go beyond the terms of this Warranty.

LTS WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR OTHER DAMAGES FOR LOST PROFITS, FOR LOSS USE OF THE PROPERTY, FOR DAMAGES TO THE PROPERTY OR ITS CONTENTS OR OCCUPANTS, OR FOR INCONVENIENCE, UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER THIS WARRANTY OR OTHERWISE. Some states do not allow for the exclusion or limitation of damages, so these limitations may not apply to you.

LTS reserves the right to revise or terminate this Warranty at any time. Only Products purchased from the revision date of this Warranty though the revision date of any subsequent warranty (or any subsequent termination) will be covered by the Warranty.

This Warranty shall be interpreted exclusively under the laws of the Commonwealth of Pennsylvania.

## **Claims and Inquiries**

To make a claim under this Warranty, you must contact the location where you originally purchased the Product within thirty (30) days of discovering a defect. Please have your order number available.

www.WebstaurantStore.com and www.TheRestaurantStore.com: use the live chat feature.

**The Restaurant Store:** contact your store directly.

**Clark Food Service Equipment and PRO Marketplace:** contact your account manager directly. If you do not know your account manager, call (717) 392-7363.

LTS may investigate any claim and test the defective Product during the claim process. Your failure to keep the defective Product and permit an investigation and testing will void this Warranty. You must obtain a return authorization from LTS before returning any Product. Any Product returned without an authorization will be refused and all shipping costs will be your responsibility.

This Warranty gives you specific legal rights. You may also have other rights, which vary from state to state. This Warranty is valid only in the contiguous United States.