

TERMS AND CONDITIONS OF SALE

ACCEPTANCE OF TERMS

The Terms and Conditions of Sale and the Limited Warranty of The Seating Shoppe applies to all orders and will supersede any other terms and conditions whether implied, written in the purchasers' order or order confirmation or in any other communications. This express warranty is the sole warranty provided by The Seating Shoppe and all implied warranties, including those of merchantability and fitness for a particular purpose are hereby excluded.

Our Company terms and conditions of sale and policies may be updated periodically, and such changes may be made without prior notice and are available on the company website.

The Seating Shoppe warranties may be voided if the purchaser or end user fails to fulfill their responsibilities under the Terms and Conditions of Sale and the Limited Warranty offered.

The term "End User" refers to the purchaser's management team, employees, and subcontractors at the location where the public utilizes the products. If the End User purchased the products through a purchasing agent, dealer, designer, sales agent, distributor, or wholesaler who was engaged to manage this purchase on the End User's behalf, the Warranty terms must be confirmed by that party, not The Seating Shoppe. In such cases it would most likely be a purchasing agent, dealer, designer, distributor, or wholesaler.

The Seating Shoppe does not have information regarding the warranty offered by the purchaser, purchasing agent, dealer, designer, sales agent, distributor or wholesaler, whom you engaged to manage this purchase on your behalf. The Seating Shoppe will discuss warranty issues with the purchaser of the product and can only negotiate the resolution of any disputes arising from a purchase with the purchaser. The warranty is limited to the original purchaser and at the specific delivery location of the order written on the invoice and is not transferable to a subsequent purchaser of the product from our original customer.

The Seating Shoppe reserves the right that any legal proceedings directly or indirectly arising out of or relating to The Seating Shoppe (including but not limited to the purchases of www.theseatingshoppe.com) shall be in the state or federal courts located in the State of New Jersey. The purchaser waives any claim of inconvenient forum. By accepting these terms, the purchaser or End User waives all rights you may have to a jury trial.

All communications with The Seating Shoppe are conducted electronically. By accepting our Terms and Conditions of Sale, the purchaser consents to receive electronic communications from The Seating Shoppe. If the purchaser subscribes to our newsletter or otherwise engages with us or our website, the purchaser will receive emails or additional forms of communication from The Seating Shoppe.

The purchaser further agrees that all notices, disclosures, agreements, and other communications The Seating Shoppe sends to you electronically satisfy the legal requirements for such communications to be considered in writing.



PLACING AN ORDER

Orders received must clearly state the project name, billing and shipping contact information, model number, quantity, finish and fabric selection, glide type and additional options if applicable, expected delivery date. It is the purchaser's responsibility to provide all necessary details and to confirm the accuracy of the order.

Purchase orders are accepted on a case-by-case basis. Submission of a purchase order to The Seating Shoppe constitutes a confirmed order. The Seating Shoppe reserves the right to decline orders at its sole discretion.

The Seating Shoppe accepts no liability for incomplete orders. Incomplete orders cannot be processed or scheduled for production until all required information is provided. If an order is placed and the purchaser does not receive a written acknowledgment in 48 hours, please contact our office.

For orders requiring multiple shipments, we understand that the purchaser may wish to request specific product mixes to facilitate complete room furnishings. Any requests for preferred packaging must be included in the order or submitted in writing prior to production. The Seating Shoppe reserves the right to decline packaging requests following review. To facilitate consideration of such requests, we recommend submitting separate orders. However, if the purchaser does not send in a separate order, delivery instructions must specifically state the quantity required by item number per shipment.

By submitting a request, the purchaser acknowledges that any previous freight estimates are invalid and that new freight charges will be assessed based on the requested logistics. The Seating Shoppe is not responsible for any additional freight costs associated with fulfilling specific product mix requests.

While The Seating Shoppe will make reasonable efforts to accommodate product mix requests, we cannot be held liable if the requested mix exceeds standard container or truck volume or if the quantity differs from what was requested. The purchaser understands that such requests may delay production and may incur additional costs, which will be the responsibility of the purchaser.

Any additional costs for special packaging or handling required by the purchaser's specific requests will be added to the total order amount.

ORDER AMENDMENTS

The purchaser acknowledges that any amendments to an order may incur additional charges, including but not limited to adjustments for quantity changes, materials, labor, and other related costs. Such amendments may also result in delays or additional charges, depending on the stage of production. The purchaser understands that order amendments may impact the delivery dates of the order. Furthermore, the purchaser acknowledges that The Seating Shoppe assumes no responsibility or liability for commitments made prior to the order amendment.

Order amendments must be submitted in writing by the purchaser. If you submit an order amendment and do not receive a written acknowledgment, please contact us.

PRICING

The Seating Shoppe will provide all orders to the purchaser at the price determined by The Seating Shoppe. It is the customer's responsibility to remit all payments directly to The Seating Shoppe.

Prices are stated per unit, unless otherwise specified. Additional charges may apply for custom and non-standard options, features, fabrics, and finishes. All sales are made F.O.B. origin. The pricing provided in a quotation is valid for 30 days from the date the quotation is issued to the purchaser.

The prices listed do not include shipping, installation, or any applicable sales or U.S. taxes. Current tariffs are included in the net price offered, however, if there are any changes in the current tariff schedule, a separate line item will be indicated on the quote or order reflecting this change. For shipments outside the U.S., prices also exclude customs fees, duties, VAT, or any other taxes or fees associated with the importation of products into the destination country.

Pricing is subject to change without prior notice at the sole discretion of The Seating Shoppe. We recommend confirming prices with our sales department before placing an order.

TAXES

Any applicable sales, excise, or other taxes on the products sold will be added to the order and be paid by the purchaser to The Seating Shoppe. If the purchaser holds a valid Resale/Exemption certificate, a copy must be submitted to The Seating Shoppe and kept updated as required. Orders placed without a valid certificate will be subject to the applicable sales tax in accordance with the law.

PAYMENTS

A 50% deposit of the total order price is required to confirm and initiate production, unless alternative terms have been agreed upon in writing by The Seating Shoppe. Orders received without the required deposit will not be processed or placed into production until the deposit is received. Please note, customer deposits are non-refundable.

For purchasers with a balance due before delivery, the remaining balance must be received at least 10 days prior to shipment being sent to the carrier.

Products sold from inventory require full payment prior to shipment being sent to the carrier, unless otherwise specified in writing by The Seating Shoppe.

Orders will not be shipped C.O.D.

All payments must be made directly by the purchaser as indicated in the order. Third-party payments are not accepted unless explicitly approved in writing. Acceptance of third-party payments is a courtesy and does not establish any relationship between The Seating Shoppe and the third party.

If the purchaser fails to make payment, the entire outstanding balance with The Seating Shoppe will become immediately due and payable without notice. Any overdue amounts will incur service charges.

PAYMENTS (cont.)

A service charge of 1.5% per month will be applied to any unpaid balance remaining after 15 days. Should collection efforts become necessary, including the involvement of a collection agency, attorney, or court, the customer agrees to pay all associated fees, including collection agency fees, attorney fees, and court costs.

For orders placed on hold at the customer's request or due to outstanding balances, storage fees will begin to accrue after seven days. The storage fees are as follows: 1.5% of the product price for the first month, and 1% per month thereafter. A minimum charge of \$750 for the first month and \$500 per month thereafter will apply. Orders with a combined net amount under \$2,000 will incur a \$125 handling fee.

STORAGE

The Seating Shoppe reserves the right to impose a storage fee for any order that is delayed by the purchaser beyond the agreed shipping date. A monthly warehousing fee will be charged for each product that remains in our possession, monthly rates are not prorated.

Unless otherwise agreed in writing, it is the purchaser's responsibility to arrange for warehousing or storage. If The Seating Shoppe provides warehousing or storage services, all related costs—such as rent, labor, and other expenses will be billed to the purchaser based on actual costs incurred. The Seating Shoppe is not responsible for any damage or loss that may occur while the product is in storage.

The purchaser waives the right to file damage claims with the warehouse or storage facility where the product is held. A storage fee will be charged for any product that is ready to ship but has not been paid for in full or for which delivery instructions have not been provided within 7 days.

ABANDONMENT

Merchandise that remains unpaid for 60 days from the receipt of the order at the FOB location will be considered abandoned. In addition to any other available remedies, The Seating Shoppe has the right to liquidate the merchandise, retain all deposits, and apply the proceeds to the outstanding invoice balance. The purchaser will be responsible for any collection costs, legal fees, and expenses incurred in recovering unpaid invoices, as well as any storage or related costs.

If full payment has been made and delivery arrangements have not been made within 60 days of receipt order at the FOB location will be considered abandoned. The Seating Shoppe reserves the right to sell or otherwise dispose of the merchandise in a commercially reasonable manner. In such cases, The Seating Shoppe's sole liability to the purchaser will be to reimburse the purchaser for any payments made, after deducting the cost of goods, customary profit, and all unreimbursed expenses related to shipping, storage, and sale.

CANCELLATIONS

Once an order is accepted and confirmed, it cannot be cancelled. All sales are final, and no refunds will be issued. While cancellations may be possible in certain cases, they are subject to written approval from The Seating Shoppe. Custom or special orders cannot be cancelled. Once an order has entered production, no cancellations or changes will be permitted.

RETURNS

Products cannot be returned to The Seating Shoppe without prior written authorization.

Any issues with the products must be documented in writing and reported to The Seating Shoppe. Upon review of the claim, The Seating Shoppe may, at its discretion, authorize a return. Returns will not be accepted for damage caused by alteration, misuse, freight damage, or any issues arising from third parties not contracted by The Seating Shoppe.

Unauthorized returns will be returned to the sender, freight collect. The Seating Shoppe does not accept returns on floor samples, sale items, or products sold "as is," where all sales are final. Returns will not be accepted for damage caused by alteration, misuse, freight damage, or any issues arising from third parties not contracted by The Seating Shoppe.

Approved returns will be accepted within 30 days of delivery and are subject to a minimum 30% restocking fee, plus any shipping and handling charges. The purchaser will forfeit all shipping fees and will be responsible for the cost of return shipping. Items must be returned in their original packaging, and any additional damage caused by improper packaging during return will not be refunded. All returned products will be inspected upon arrival at The Seating Shoppe, and if damage is found, no refund will be issued for that item. Refunds will be based on the original unit price, minus applicable fees.

Custom-made products, including those with Customer's Own Material (C.O.M.), cannot be cancelled or returned.

SAMPLE PROGRAM

If a fabric sample or finish sample for review is required prior to placing your order, please contact our office by email and include the project name and contacts. It is recommended that we provide a written quote along with sending material samples. The purchaser acknowledges that many products are made using a variety of materials, and variations in grain, wood, metal, aluminum finishes, or fabric, vinyl, and leather may result in differences between the samples and the final products received.

Chair samples of standard in-line products are taken from our inventory and available upon request, however, **only if a formal written quote was provided for the project and the account was created by logging into our website and filling out the account login form.**

The chair sample shipping policy is:

- The Seating Shoppe will invoice the purchaser for the cost of one-way freight to a facility, office or warehouse that can accept it and where it is being reviewed.
- The receiver must keep the carton and all packing materials for the return of the sample item(s) and affix the label The Seating Shoppe has supplied to the carton and have it ready and placed in an area for pick up.
- The Seating Shoppe will issue a shipping label for the return after review and incur the cost of return freight. If the item becomes an order, All Care Seating will credit the purchaser for the one-way freight invoice issued.

NOTE: any unreturned, lost or damaged, beyond repair chair sample will be invoiced in full for the item and freight.

MAINTENANCE

To maintain the warranty the following procedures are required:

- Maintain the chairs in good condition. Cleaning instructions are documented on the website.
- Replace any worn or missing glides.
- Ensure no alterations have been made to the product by a third party.
- Adhere to the recommended weight capacity for all products.
- Maintain proper chair spacing to avoid tripping hazards and ensure emergency exit access
- Use the product only indoors unless it is specifically marked for outdoor use. Use the appropriate dollies purchased from The Seating Shoppe for moving stacked chairs and tables, following the recommended stacking guidelines.
- Store stacked chairs and tables according to the specified stacking requirements in a temperature-controlled environment.
- Inspect all products monthly. The inspection should include but not be limited to all products for any signs of any structural weakness, loose bolts, screws, fasteners, glides, corner blocks, separation of the joints and welds.
- Document any issues found during inspections, noting when the issues first appeared.
- Perform inspections more often for products older than 3 years (regardless of whether a three-year warranty has been provided), or any time signs of stress are detected. If problems are found, remove the product from service until it is repaired.
- Increase inspection frequency if signs of wear and tear are found or if items are taken out of service.
- Do not use products with bent frames, remove them from service immediately. Do not attempt to re-bend the frames, as it may weaken them further. Any product that is deemed defective or unsafe should be removed from use immediately.

C.O.M.

C.O.M. (Customer's Own Material) upholstery quantities are estimated based on standard roll sizes and solid colors. It is the responsibility of the purchaser to inform The Seating Shoppe if any re-estimation is needed for specific C.O.M. choices, such as fabrics with repeating patterns. The purchaser is also responsible for ensuring that all C.O.M. materials are delivered to The Seating Shoppe in a timely manner and in good condition. The Seating Shoppe is not liable for any project delays caused by late, damaged, or incorrectly packaged C.O.M., even if the C.O.M. is purchased by The Seating Shoppe on behalf of the purchaser.

All C.O.M. materials must be clearly labeled with identification information to match the corresponding order. Materials received without proper identification will cause delays. Production will not begin on any item requiring fabric or leather supplied by the purchaser until all materials for that item have been received, identified, and inspected. The Seating Shoppe assumes that all C.O.M. received has been inspected and is ready for use. The purchaser is responsible for ensuring that all materials are identifiable upon receipt.

The purchaser assumes full responsibility for the wearability, safety, and fire code compliance of any materials provided to The Seating Shoppe. It is the purchaser's obligation to ensure that all selected materials comply with applicable environmental regulations and are appropriate for their intended use. The Seating Shoppe accepts no responsibility for the selection of materials chosen by the purchaser. Additionally, our warranties do not extend to materials supplied by the customer. Any claims related to defects in customer-provided fabric are the sole responsibility of the purchaser and the fabric vendor.

FREIGHT

Freight and delivery estimates are approximate and may be subject to change within 15 days of the scheduled delivery date. For confirmed pricing, please contact us as the delivery date approaches.

International Ocean Freight is quoted as an estimate to a specified FOB port of exit or entry. For U.S. Ocean Freight, the default FOB location is The Seating Shoppe's warehouse in Harrison, NJ, unless prior arrangements have been made to change the FOB location.

U.S. Common Carrier: If the purchaser requires The Seating Shoppe to arrange freight and deliver to the address specified in the order, please note that any change to the shipping address may result in a change to the freight charge. If the purchaser arranges their own delivery, The Seating Shoppe is not responsible for any damage that may occur during transit.

Freight charges are based on estimated volume and rates at the time of the initial quote or order. All freight charges are subject to final adjustments. Final freight costs are the responsibility of the purchaser and are due immediately upon receipt of the shipment when prepaid and billed. In some cases, final invoices for freight may not be issued until after the shipment has been made.

The Seating Shoppe will select the most appropriate carrier available at the time of shipment. The Seating Shoppe is not responsible for selecting the most economical or most strategic carrier. The purchaser is responsible for all freight-related charges, including but not limited to: incorrect delivery addresses, refused shipments, re-delivery fees, general rate increases, chassis fees, waiting time, liftgate services, peak season charges, bunker fuel costs, expedited shipments, special delivery fees, or any other applicable surcharges when freight costs are not included in the quoted price.

The Seating Shoppe is not responsible for storage or redelivery charges resulting from the failure to accept delivery when made by the carrier. If the purchaser requests delivery to a specific physical address, the receiver must provide The Seating Shoppe with relevant delivery details in advance, including but not limited to receiving days and hours, availability of unloading docks, lift gate requirements, and truck size limitations.

All deliveries are curbside or dock deliveries only. If inside delivery is required and available, this service must be scheduled directly with the carrier. Please inform us when placing your order so we can confirm the availability and provide an estimated charge. The customer is responsible for unloading freight from the truck within 30 minutes of arrival to avoid incurring additional fees, which will be the customer's responsibility. All tables and bases are shipped unassembled.

When an order is delivered to a primary location and then subsequently forwarded to a third-party destination, The Seating Shoppe's responsibility for the merchandise ends once it is delivered to the original location. Any damage that occurs during the secondary delivery process is the responsibility of the purchaser and the third-party carrier. The Seating Shoppe is not liable for any damage, loss, or discrepancies that may arise after the initial delivery to the designated location. It is the purchaser's responsibility to ensure that the third-party carrier handles the goods appropriately, and any claims for damages must be filed directly with them.



FREIGHT / CARRIER CLAIMS

All merchandise is thoroughly inspected before shipping, and a signed acknowledgment from the freight company confirms that the items were picked up in good condition. Upon placement of the items with the common carrier, title and risk of loss transfer to the purchaser. Therefore, it is the responsibility of the purchaser, or their receiving warehouse, to inspect the items upon arrival and file claims directly with the carrier for any damage, loss, or shortages incurred during transit. The purchaser or receiver must retain all packaging materials for any damaged items until the claim is resolved.

In the event of a shipment delay caused by the purchaser or receiver, or if an error occurs due to incomplete or inaccurate information provided, any additional costs and risks will be the responsibility of the purchaser.

If the purchaser selected the common carrier or delivery service, the purchaser is responsible for filing any claims directly with them. Failure to file a claim within the carrier's designated timeframe will be considered acceptance of the goods and a waiver of any subsequent claims.

Claims for damage or loss during transit should be filed by the receiver directly with the carrier. The Seating Shoppe's responsibility ceases once the goods are tendered to the receiver, their representative, or the common carrier. While The Seating Shoppe will make a good faith effort to fulfill delivery as per the order or any additional written communication, we are not responsible for any loss or damage resulting from delays or an inability to deliver. This includes, but is not limited to, situations caused by force majeure events such as natural disasters, war, labor disputes, accidents, material shortages, delays by carriers or contractors, or any other factors beyond The Seating Shoppe's control.

Under no circumstances shall The Seating Shoppe be liable for any special, consequential, incidental, indirect, or liquidated damages, losses, or expenses (whether due to negligence or not) arising from delays or failure to notify of a delay.

The Seating Shoppe waives any responsibility for freight claims due to damage in transit or delivery by any purchaser selected third party carrier.

DELIVERY / ACCEPTANCE

The End User or receiving warehouse must accept the entire shipment at the time of delivery. All common carrier deliveries require a signature.

Claims for shortages must be submitted in writing via email to The Seating Shoppe. Any shortages or damages to the carton count must also be noted on the carrier's Bill of Lading at the time of receipt of merchandise and BOL signing. Any missing product or damaged items must be documented and reported to The Seating Shoppe within 24 hours of delivery.

Shortages may be included in subsequent shipments of a project, and it may not be immediately apparent if a shortage has occurred until the order is fully delivered. The Seating Shoppe is not liable for shortages on-site if the products were warehoused or signed for by the receiver before installation. By signing for delivery without noting any discrepancies, the consignee confirms the product was received in good condition and assumes responsibility for the product, releasing The Seating Shoppe from further liability.



INSPECTION AT DELIVERY

External Damage to Cartons: If cartons show external damage, document it with the carrier at the time of delivery on the BOL. Record the item number(s) and take pictures of the damage to the external packaging for filing freight claims and send to The Seating Shoppe and hold for a claim with the carrier. A carton which is visibly damaged must be opened for inspection immediately, and photos must be taken before signing that item(s) for delivery.

Internal or Concealed Damage: If the product itself is damaged inside the carton, take photos and document the damage, then send the information to The Seating Shoppe within 72 hours of delivery and hold for a claim with the carrier. The receiver must not deliver any damaged products. The receiver must inspect unopened cartons within 72 hours after receiving merchandise for any freight claim to be honored by any domestic carrier.

If you cannot inspect inside each box upon delivery, note on the Bill of Lading: "Boxes are subject to inspection. We will notify the carrier of pending concealed damage within 72 hours." This allows time for inspection and notifies the carrier of potential damage. The purchaser or their designated receiver must file a claim with the carrier 72 hours from receipt. Claims filed after 72 hours might not be honored by the carrier.

Incorrect Items: If you receive a shipment that is undamaged but not what you ordered, contact The Seating Shoppe within 72 hours of receipt.

Installed Damaged Product: If damage is found after installation, delivery damage claims are no longer valid. The receiver assumes responsibility for the product's condition once delivery is signed for and accepted.

Post-Delivery Damage: If damage occurs after delivery, the receiver is responsible for the damage.

Responsibility After Delivery: The Seating Shoppe is not liable for any damage that occur after delivery or pickup. It is the purchaser's responsibility to thoroughly inspect the product for any paint scratches, dents, or chips upon receipt. Once the goods are accepted, The Seating Shoppe assumes no further responsibility for any damage. The Seating Shoppe is released from liability for any damage caused by parties not contracted by us, including but not limited to handling, warehousing, secondary shipments, or installation. Our limited warranty covers only factory defects and does not extend to damage resulting from improper handling or installation.

The Seating Shoppe will review all claims and assist with solutions where feasible.

AVAILABILITY & DELAYS

Product availability is based on the information available at the time the order is placed. Please note that delivery dates are not guaranteed. The Seating Shoppe is not responsible for delays caused by factors beyond our control, such as material availability, transportation issues, or other unforeseen circumstances. As such, The Seating Shoppe is not liable for any damage, losses, or expenses arising from shipment delays.

The Seating Shoppe reserves the right to make minor changes to product specifications, materials, and design during production, as needed.

DISCLAIMER

Due to limitations in photography, internet display, and computer settings, stain colors and textures may not be accurately represented. By requesting a quotation or placing an order, you acknowledge and accept these limitations, including the inability to view physical samples directly. While the finish color provided represents a typical tone, slight variations may occur due to the natural differences in color, grain, and texture. Please note that some color variation is inevitable, and an exact match is not guaranteed.

Given the handcrafted nature of our products, all dimensions and weights provided are approximate. Variations in tailoring, padding, and fabric thickness may affect the final dimensions. We do not assume responsibility for precise width and height unless the items are specially ordered to fit a specific space.

Our products are designed for commercial use, and minor imperfections should be expected. These will not be considered defects. By accepting your order, you waive any claims related to dissatisfaction with the product's color, stain, texture, finish, or dimensions.

A repeat order placed at a later date for the same item with the same specifications may not match earlier products precisely purchased. This is due to the nature of the product we will attempt to match the frame color or fabric/vinyl, however, there are variations in color, grain and texture which are beyond our control. The Seating Shoppe cannot guarantee an exact match. Finishes are commercially accepted with slight variations based on dye lots. We reserve the right to make slight variations to finishes, and products without prior notification. This will not be considered defective.

If you would like to receive wood or fabric samples prior to placing your order, please contact us. . It is recommended that we provide a written quote along with sending material samples. Please be aware that samples may differ slightly from the item you order.

Product information can be found on our website. This information is approximate. We reserve the right to make minor changes to specifications, material and design during the production phase and discontinue items without prior notice.

PRODUCT SAFETY

Chairs with casters or swivels are not recommended for use on hard surface floors, as they may move too easily and present a risk of injury. The Seating Shoppe advises that individuals with limited mobility be assisted when sitting or standing from chairs equipped with casters or swivels. The Seating Shoppe is not liable for any injuries resulting from sudden chair movement or from failure to provide the necessary assistance to those who require it.

Furthermore, all products, particularly those with swivels or casters, should never be used as ladders or step stools. Sudden movement can lead to falls or injuries. The Seating Shoppe is not responsible for any injuries caused by the improper use of our products.

FIRE CODES

The Seating Shoppe's products are compliant with California Technical Bulletin 117-2013. It is the purchaser's responsibility to specify if any additional fire code classifications required by the local jurisdiction where the items will be installed, if different from the standard referenced above. The Seating Shoppe makes no representation regarding the accuracy or compliance of the specifications provided by the purchaser. C.O.M. that does not meet these fire safety standards may void any warranties, expressed or implied, provided by The Seating Shoppe.

Should additional fire code compliance be necessary, it can be arranged for an additional charge, based on the specific code and compliance requirements set by the governing body.

The purchaser is also responsible for verifying whether local fire codes require chairs to be equipped with ganging devices for row seating configurations. The Seating Shoppe is not liable for ensuring proper arrangement or for any failure to comply with safety regulations related to the ganging of chairs.

The purchaser is responsible for ensuring that any C.O.M. materials supplied meet the required flammability standards.

LIMITATION OF LIABILITY

The Seating Shoppe (including its officers, directors, and employees) shall not be liable for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages, or any other types of damage, including but not limited to loss of profits, goodwill, or reputation, regardless of the legal theory under which such claims are made. This applies to all actions, including but not limited to contract, negligence, or other tort claims, arising from or in connection with a user's privacy, this Privacy Policy, or any breach thereof.

NON- WAIVER AND INDEMNIFICATION

The failure of The Seating Shoppe to enforce any term or condition of this agreement shall not be considered a waiver of its rights or remedies, either now or in the future. No waiver of any term or condition will be valid unless it is provided in writing and signed by The Seating Shoppe's COO. If The Seating Shoppe manufactures a custom product based on the specifications, designs, or instructions provided by the End User/Purchaser, the End User/Purchaser represents and warrants that all necessary rights and licenses for The Seating Shoppe to create, sell, and distribute the product have been obtained, at no cost or expense to The Seating Shoppe. The Seating Shoppe makes no representation or guarantees that the custom product will comply with any applicable federal, state, or local laws, regulations, ordinances, or standards. The Seating Shoppe is not liable for any losses or damages incurred by the End User/Purchaser or any third party resulting from improper use or misapplication of the products.

The end use or purchaser shall defend, indemnify, and hold harmless The Seating Shoppe, its owners, affiliates, related companies, agents, and employees from any loss, damage, claim, suit, liability, judgment, or expense (including, but not limited to, attorney's fees) arising out of or in connection with any injury, illness, or death of persons (including, without limitation, the End User's/Purchaser's employees and agents), or any damage to or loss of property, the environment, or any violation of applicable laws or regulations.

NON- WAIVER AND INDEMNIFICATION (cont.)

This includes any such claims resulting from the sale, transportation, installation, use, or repair of the products by the End User/Purchaser, or from any information, designs, services, or other work provided to the End User/Purchaser, regardless of whether caused by the concurrent or contributory negligence of the End User/Purchaser, The Seating Shoppe, its owners, affiliates, related companies, agents, or employees. The indemnity and obligations set forth in this paragraph shall survive the completion or termination of this transaction.

In the event of a potential default by the End User/Purchaser, the End User/Purchaser acknowledges that any of the following will constitute an event of default, thereby granting The Seating Shoppe the right, at its discretion, to cancel any unfulfilled portion of this order or to exercise any legal right or remedy available: (a) The End User/Purchaser's failure to perform any term or condition set forth herein; (b) The End User/Purchaser's failure to provide the required notice; (c) The insolvency of the End User/Purchaser, failure to pay debts as they come due, an assignment for the benefit of creditors, the appointment of a receiver for the End User/Purchaser or the materials covered by this order, or the filing of any petition for the End User/Purchaser's bankruptcy; (d) The death, incompetence, dissolution, or termination of existence of the End User/Purchaser; (e) The End User/Purchaser's failure to provide adequate assurance of performance within ten (10) days after a justified demand by The Seating Shoppe; or (f) If The Seating Shoppe, in good faith, believes that the End User/Purchaser's ability to perform under this agreement is impaired.

All rights and remedies available to The Seating Shoppe under this agreement are in addition to, and do not exclude, any rights or remedies available by law. In the event that collection of overdue balances becomes necessary, any reasonable collection costs, including attorney's fees, will be added to the outstanding balance, and the End User/Purchaser agrees to pay such costs.

Any actions or claims arising from this transaction or related to the products sold must be filed exclusively in the courts located in the State of New Jersey, regardless of jurisdiction. All actions, regardless of their form, related to this transaction or products sold, must be brought against The Seating Shoppe within the applicable statutory period, but in no event more than one (1) year after the invoice date.

TRADEMARK AND COPYRIGHT

All text, graphics, audio-visual, website design and coding and other materials featured on this website is the exclusive property of The Seating Shoppe, its owners, affiliates, and related companies.

The Seating Shoppe is dedicated to safeguarding and fully enforcing its intellectual property rights allowed by law. All product names, whether presented in text or accompanied by the trademark symbol, may be registered trademarks of The Seating Shoppe and its affiliates.

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