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# SEATING LIMITED WARRANTY

The only Warranty offered on the Series Seating you (the "Customer") have purchased is given by Series, Ltda., the manufacturer of the Series Seating, and is described below:

## 1. Manufacturer's Limited Warranty

As Customer's sole and exclusive warranty, Manufacturer warrants that the Seating will comply with the Approved for Manufacturing Seating Drawings in all material respects and that all materials and workmanship used in the manufacturing of the Seating will be free from defects for a period of 10 years from the date the installation is substantially completed (the "Warranty").

### 2. Exclusions

Notwithstanding any other provision of this Warranty or any other agreement seemingly to the contrary, the Warranty shall not be enforceable by Customer unless and until the entire purchase price of the Series Seating has been paid to Series, LLC. The Warranty does not include, and Manufacturer and Series, LLC expressly disclaim any responsibility for damage cause by or resulting from:

- A. abuse, misuse, failure to maintain or negligent;
- B. modifications or alteration of the Seating by another other than an Approved Installer;
- C. installation on floors or risers not meeting the minimum construction requirements;
- D. upholstery materials such as fabric, leather and vinyl, as these materials' warranties vary by manufacturer and are provided by the material manufacturer;
- E. variations in color, grain or texture of wood and other covering materials (due to natural variations over which the manufacturer has no control):
- F. failure to provide a conditioned and controlled environment. Temperature above 80 degrees Fahrenheit or below 45 degrees Fahrenheit, relative humidity below 45% or higher than 65 % and or sudden variations in temperature and humidity may warp, crack, split the wood components and deteriorate finish materials rapidly, and;
- G. accessories that are considered to be of a consumable nature such as bulbs, aisle lights and transformers.

## 3. Claims

All Warranty claims must be submitted to Manufacturer in writing within thirty (30) days of the date any defect is discovered or reasonably should have been discovered, or the Warranty shall be void as to that claim. All Warranty claims will be processed and resolved by Series USA, LLC, acting as agent for the Manufacturer. Warranty claims must be sent via nationally recognized overnight courier to Series USA, LLC, 20900 N.E. 30th Avenue, Miami, FL 33180.

# 4. Customer's Own Material (C.O.M.).

If the Series Seating includes a fabric, surface or finish material not in Manufacturer's standard finish offering ("C.O.M."), regardless of whether the C.O.M. is purchased by the Customer or Contractor or is purchased by the Manufacturer on their behalf, and if Manufacturer has determined that the material is feasible for manufacturing and has agreed to use the C.O.M.:

- A. series shall have no responsibility for the condition, quality, value, performance, physical properties, or any other aspect of the C.O.M.;
- B. series shall have no liability for any damages, injuries, or losses to Customer or to any third party caused by any C.O.M., and Customer shall hold Series and its affiliates harmless for all such liability;
- C. all fabrics that feature repeating patterns or lines will be applied vertically, unless the Customer requests otherwise in writing; and
- D. the delivery date for the Seating is subject to delays by the C.O.M. vendor, which delays might require a Change Order.

#### 5. Non-Transferable

The Warranty runs only in favor of Customer or, if Customer is not the current owner of the Project, in favor of both Customer and the current owner of the Project, subject to all of the limitations, terms and conditions set forth herein. Otherwise, the Warranty is not transferable or assignable, voluntarily or by operation of law.

6. Disclaimer of Warranties EXCEPT AS SPECIFICALLY SET FORTH IN THE MANUFACTURER'S LIMITED WARRANTY DESCRIBED ABOVE, THE MANUFACTURER, SERIES AND ALL SERIES AFFILIATES DISCLAIM AND CUSTOMER HEREBY WAIVES ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR USE AND OF MERCHANTABILITY. 7. Limited Damages CUSTOMER HAS WAIVED AND SERIES, LLC (INCLUDING THE MANUFACTURER AND ALL SERIES AFFILIATES) SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON FOR ANY AND ALL INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LIABILITY FOR PERSONAL INJURY, IT HAVING BEEN SPECIFICALLY AGREED THAT THE SOLE OBLIGATION UNDER THE WARRANTY OR OTHERWISE SHALL BE FOR THE MANUFACTURER TO REPLACE OR REPAIR THE DEFECTIVE SERIES SEATING. 8. Limited Liability

WITHOUT IN ANY WAY LIMITING THE EFFECT OF THE TWO PRECEDING SUBPARAGRAPHS, CUSTOMER HAS AGREED THAT ANY DAMAGES FOR WHICH SERIES, LLC, THE MANUFACTURER OR ANY SERIES' AFFILIATES SHALL BE FOUND LIABLE IN CONNECTION WITH OR ARISING OUT OF THE SERIES SEATING SHALL BE LIMITED TO THE PRICE ACTUALLY PAID BY CUSTOMER TO SERIES, LLC FOR THE SERIES SEATING.

# INSTALLATION LIMITED WARRANTY

The only Warranty offered on the seating installation services provided to you (the "Customer") by Series USA, LLC (the "Work"), is described below:

# 1. Limited Warranty

As Customer's sole and exclusive warranty, Series USA warrants that the Work will comply with the drawings provided by the manufacturer of the Series Seating in all material respects and that all materials and workmanship used in the Work (other than the Series Seating) will be free from defects for a period of 10 years from substantial completion (the "Warranty"). All capitalized terms that are not specifically defined in this Warranty shall have the meanings ascribed to them in the agreement pursuant to which Customer contracted for the Work.

### 2. Exclusions

Notwithstanding any other provision of this Warranty or any other agreement seemingly to the contrary, the Warranty shall not be enforceable by the Customer unless and until Customer has paid for the Work in full. Additionally, the Warranty does not include, and Series USA hereby expressly disclaims any responsibility for, damage cause by or resulting from:

- A. abuse, misuse, failure to maintain or negligent;
- B. modifications or alteration of the Series Seating by anyone other than an Approved Installer;
- C. installation on floors or risers not meeting the minimum construction requirements; and
- D. failure of the Project to conform to the requirements of the Seating Drawings.

#### 3. Claims

All Warranty claims must be submitted to Series USA in writing within thirty (30) days of the date any defect is discovered or reasonably should have been discovered, or the Warranty shall be void as to that claim. Warranty claims must be sent via nationally recognized overnight courier to Series USA, LLC. 20900 N.E. 30th Avenue, Miami, FL 33180.

### 4. Non-Transferable

The Warranty runs only in favor of Customer or, if Customer is was not the owner of the Project to perform the Work was executed, in favor of both Customer and the owner of the Project at the time such agreement was executed, subject to all of the limitations, terms and conditions set forth herein. Otherwise, the Warranty is not transferable or assignable, voluntarily or by operation of law.

# 5. Disclaimer of Warranties

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, SERIES USA HAS DISCLAIMED AND CUSTOMER HAS WAIVED ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR USE AND OF MERCHANTABILITY.

### 6. Limited Damages

CUSTOMER HAS WAIVED AND SERIES USA SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON FOR ANY AND ALL INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LIABILITY FOR PERSONAL INJURY, IT HAVING BEEN SPECIFICALLY AGREED THAT SERIES USA'S SOLE LIABILITY UNDER THE WARRANTY OR OTHERWISE SHALL BE TO CORRECT DEFECTS IN THE WORK.

### 7. Limited Liability

WITHOUT IN ANY WAY LIMITING THE EFFECT OF THE TWO PRECEDING SUBPARAGRAPHS, CUSTOMER HAS FURTHER AGREED THAT ANY DAMAGES FOR WHICH SERIES USA SHALL BE FOUND LIABLE IN CONNECTION WITH OR ARISING OUT OF THE WORK SHALL BE LIMITED TO THE PRICE ACTUALLY PAID BY CUSTOMER TO SERIES USA FOR THE WORK.

# MAINTENANCE & CLEANING

MAINTENANCE AND CLEANING INSTRUCTIONS FOR THEATHER CHAIRS.

### Maintenance

#### As owners/operators of Series Seating, you are responsible for:

- Inspecting and tightening any loose connections of the arms, back, seat or stanchions.
- Conducting periodic inspections to insure the chairs are in usable condition.
- Taking damaged chairs out of service to prevent injury to the occupant and repair or replace damaged seat components.

#### Tool(s) required for tightening or replacement:

- Arm caps #3 Phillips screwdriver
- Back wing Ratchet Wrench 7/16"
- Seat bracket Allen 3/16" key
- Floor Stanchion Ratchet Wrench 7/16"
- Riser mount stanchion Ratchet Wrench 9/16"

# Cleaning Metal, Polyurethane & Plastic Chair Components

Vacuum or brush lightly chair components to remove surface dust and then clean with a pre-washed cloth, warm water and a non-abrasive detergent.

## Wood Componets / Plastic Laminate Surfaces

Dilute Murphy's oil soap wood cleaner in small bucket. Squeeze out excess water from sponge and wipe wood clean. Apply to small areas at a time. Buff and clean with a dry terry towel.

DO NOT USE AEROSOL AS THEY CREATE A BUILD UP.

# CLEANING PROCEDURES FOR FABRIC

#### TO PREVENT OVER-ALL SOILING, FREQUENT VACUUMING IS RECOMMENDED.

Dry or wet soil can be easily removed with regular maintenance procedures on fabrics of olefin fiber. Because olefin fibers resist many stains, most spots and stains may be easily removed by ordinary cleaning methods. Ordinary soiling from everyday use is normal and periodic hot water extraction as needed should return the fabric to its original appearance.

1. Treat spots and stains promptly. To prevent damage to the fabric and make cleaning easier, blot wet spills with an absorbent white tissue, cloth or paper towel. For hard crusty stains, tap the spot to break up the encrustation so that you can remove as much of it as possible before cleaning the spot by scraping and vacuuming.

2. Try to determine the composition of the stain and then choose an appropriate cleaning agent as suggested from the listing. Cleaning the entire surface area of the soiled fabric is recommended.

3. Use the minimal amount of cleaning agent necessary to remove the stain. Triple rinse with water, using a wet vacuum after each rinse. Blot thoroughly with a clean towel, then allow to air dry.

Cleaning agents remaining in the fabric may lead to increased soiling.

4. If a solvent is required for cleaning, apply it to a clean, white cloth. This cloth should then be gently rubbed onto the stain. A separate clean, white cloth should then pressed onto the fabric to blot up the stain. Repeated applications may be required. Do not apply solvent directly to the fabric or soak the fabric with a solvent. Read all warning labels prior to using any chemical or solvent. Test solvent first in an inconspicuous area on the fabric.

# CLEANING PROCEDURES FOR FABRIC

### Stain

CHOCOLATE, BLOOD, CARBON BLACK GRAPE JUICE, INK (WASHABLE), CATSUP BERRY STAIN, MUCILAGE, COFFEE VOMIT, WATER COLORS RUBBER CEMENT, SHOE POLISH TEA, MILK, MUSTARD, GRAVY, EGG, COLA DRINK BUTTER, LINSEED OIL, NAIL POLISH CHEWING GUM CRAYON, LIPSTICK, PAINT (OIL) BEER, URINE WINE PAINT (LATEX) PAINT OIL-BASED **IRON RUST** INK (PERMANENT/INDIA/BALL POINT) FURNITURE POLISH

# Key To Cleaning Agents

#### 1. WATER

- 2. A DETERGENT SOLUTION
- 3. A DETERGENT/AMMONIA (3-6%) SOLUTION
- 4. A VOLATILE-TYPE SOLVENT (EXAMPLE: GOOF OFF OR GOO GONE)
- 5. NAIL POLISH REMOVER
- 6. UNDILUTED WHITE VINEGAR
- 7. OXALIC OR CITRIC ACIDS
- 8. HOT-WATER EXTRACTION. APPLY CLEAN WATER AND VACUUM
- UNTIL ALL DETERGENTS AND LIQUIDS ARE REMOVED FROM FABRIC.
- 9. PROFESSIONAL CLEANING MAY BE DESIRED IF STAINS PERSIST.

# **Cleaning Agent**

# CD DRAWINGS INDEX

THE ENCLOSED CD CONTAINS THE FOLLOWING FILES:

# AUTOCAD

1st floor S1196 Set 9.0.0 Balcony S300 Set 6.0.0

# PDF

#### Main Level

Seating Layout	TS-1.3 / 9.0
Numbers & Letters	TS-1.4 / 9.0
Product Drawing	TS-1.7 / 9.0
Field Check	TS-1.8 / 9.0
FCR&A	TS-1.9/9.0
Installation	TS-1.10/9.0

#### Balcony

Seating Layout	TS-2.3 / 6.0
Numbers & Letters	TS-2.4 / 6.0
Product Drawing	TS-2.7 / 6.0
Field Check	TS-2.8 / 6.0
FCR&A	TS-2.9 / 6.0
Installation	TS-2.10 / 6.0





#### **HEADQUARTERS**

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