



## Terms & Conditions • Product Warranty • Returns & Maintenance FOB Freight Classifications

### Match-Up Orders

If any order is to match a previous order, it must be clearly stated. Please supply original invoice number and date.

**Note:** MTS cannot be responsible for materials discontinued by our supplier and/or dye lot variations. Also, due to improvements in manufacturing technology, it may be impractical to duplicate some discontinued designs.

### Returns

DO NOT return merchandise without Return Authorization from MTS. Return Authorizations are numbered, specify method of transportation, and include all shipping documents and labels. All MTS products are manufactured to order through a "made to order" manufacturing system. This means items cannot be returned to stock. A standard handling/salvage charge of 50% of invoice will apply on all returned merchandise. A minimum handling/salvage charge of 25% of invoice will apply if 100% of returned merchandise can be applied to other orders in process at time of return. **A standard handling/salvage charge of 75% will apply to all returned folding products or SierraSolid® tables.**



### Fair Labor Act

MTS certifies that goods are produced in compliance with Sections 6, 7 and 15 of the Fair Labor Standards Act of 1938, as amended.

### Intellectual Property

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### Custom Samples

All MTS custom sample designs are copyrighted to MTS. All rights reserved.

### FOB/Freight Classifications

Products are shipped FOB Temperance, Michigan 48182, unless otherwise specified

- SierraSolids® FOB N Tonawanda, NY 14120
- 018 Xpresslink FOB Raiford, FL 32083
- Folding Table Products for FOB points see individual product pages

PRODUCT	CLASS
018 Xpresslink	85
020 Storage Cart	150
Tabletops/Bases	70
SU Bases	125
Pedestal Seating	100
Cloth or Fabric	65
Dollies	70
Hand Trucks (013)	250
Hand Trucks (013-KD)	250
Hand Trucks (014, 015, 016, 017)	250
Hand Trucks (018)	70

For products not listed see individual product specifications

### Maintenance

To insure durability and longevity of the product, it is important to clean and care for the merchandise. It is also vitally important for the end user to:

- Check all stress points and connections, including welds, bolts, screws, rivets, brackets, etc., every 30 days.
- Check all points of attachment and tighten as needed (i.e., swivels, cushion-to-base, seat or back to frame etc.)
- It is recommended after cleaning upholstery fabrics treated with a topical stain guard (Scotchguard™, Teflon®, etc.) to reapply these topical stain guards after each cleaning to maintain "cleanability". See upholstery limited warranty for more information.

Cleaning and inspecting the product is part of standard maintenance and upkeep, and should be done at regular intervals. If a defect is found, take the item out of service immediately and contact a Customer Satisfaction Coordinator at MTS.

**Note:** Warranty may be voided if proper maintenance procedures are not followed.

### Recycled Content by Weight

The data listed is the total post consumer and post industrial recycled materials as a percentage of total product weight. For an exact breakdown of post consumer and post industrial materials by product, contact your MTS Sales Coordinator.

### Disclaimer

The recycled content data noted for each model is for the standard model only. Changes to the seat, back, or other options may change this percentage. If you require the exact recycled content amount for a style of chair with non-standard options, please contact your MTS Sales Representative, or your MTS Sales Coordinator.

### Limited Warranty

MTS warrants products manufactured by this company against defective material or workmanship for one year from date of purchase. Warranty does not apply to any product which has been altered or subjected to misuse, negligence or accident.

MTS' obligation under this warranty is limited to credit for, or replacement of, the defective item. MTS Seating will not assume labor charges for unauthorized field repairs. In no case shall liability under this warranty exceed the original purchase price of the defective item.

To make a claim under this warranty, contact MTS Seating for written Return Authorization. DO NOT return merchandise without written authorization.

Contact the MTS Customer Satisfaction Department for a Return Authorization. R.A.s are numbered and specify method of transportation and any applicable freight costs. After inspection of returned item, if it is established by MTS Seating to be defective under terms of the warranty, we will repair or replace the item(s), or issue appropriate credit.

**Upholstery:** All upholstery fabrics are subject only to the warranty offered by the respective upholstery mills, and are not covered by the standard MTS limited warranty. Cuts or tears detected after signing for receipt of upholstered products are not covered.



## Product Warranty • Order Processing

### Limited Warranty Continued

**COM:** MTS does not warrant quality, wearability, or workability of materials supplied by the customer (COM).

**Laminates:** All laminates for table top surfaces are subject to warranty offered by respective manufacturer only.

Wood veneer table tops are *not* warranted by MTS against scratching or marring. Wood veneer tops *cannot* be sanded or refinished.

**Product Changes:** MTS reserves the right to make changes at any time without notice, to prices, models, materials, colors and specifications.



### Structural (Frame) Warranties

**5-YEAR STRUCTURAL WARRANTY.** All metal frames are warranted against frame failure due to broken/fatigued welds for a full 5 years from date of invoice.

**SPECIAL 12-YEAR STRUCTURAL WARRANTY.** All Alpha®, Omega and SigmaStacker® frames are manufactured with the exclusive MTS Patented Leg/Seat Reinforcement Bar (LSRB). Impilato, Kay Lang stacking and nesting chairs, Piper, COMFORTcurve® élan and élan stacking and nesting chairs, Catalyst, 600 series Convention Stacker, Congresso, MTS Burgess Collection Bolero®, Como®, Vario Allday®, Salon, Vio, Salvo, Mendola, and Levo stacking or nesting models are warranted against frame failure due to broken/fatigued welds for a full 12 years from date of original MTS invoice.

**Banquet Chair Handling:** MTS will not be responsible for damage to seating products caused by use of hand trucks or dollies obtained from other manufacturers. When ordering material handling equipment from MTS, the chair model that is being moved must be specified. Damages caused by use of improper equipment or equipment from others are not covered by warranties.

Any frame found to be defective by MTS while under these warranties, will be repaired or replaced, at our option FOB, Temperance, MI on a prorated basis.

These warranties do not apply to any product that has been altered, subjected to misuse, negligence or accident.

### Folding Table Warranty

MTS folding products are warranted to the original purchaser of the product that the product is free from defects in material and workmanship for the period of time that is listed on the individual folding product pages.

### General Warranty Information

This warranty is extended for the period of time after the date of purchase by the original purchaser and is extended only to the original purchaser of the product and may be enforced only by such purchaser. This warranty is not transferable and expires if the product is resold or otherwise transferred.

This warranty does not apply to any product which has been altered by anyone other than an MTS representative or has been damaged due to an accident, abuse, misuse, misapplication, modification, alteration or improper installation, set-up, care, maintenance or repair. MTS offers no warranties on carpets, laminates, foam or any other purchased components other than those guarantees expressed by the material manufacturer.

MTS will, at its option, repair or replace, free of charge, the product

covered by this warranty, or a portion of the product that is found to be defective in material or workmanship during the warranty period.

Any repair or replacement under this warranty shall not extend the warranty period. The foregoing shall constitute the exclusive remedy of the purchaser and the exclusive liability of MTS. The above warranty is exclusive and in lieu of all other express warranties, whether oral or written, expressed or implied. No warranty of merchantability or fitness for a particular purpose shall apply.

MTS shall not, under any circumstances or under any legal theory, be liable to the purchaser or any other person for special, incidental or consequential damages of any nature including without limitation damages to, or loss of use of property, damages for loss of profits or revenues or any other damages arising from the original purchase. MTS's liability will in no event exceed the purchase price of the product.

### Ordering Information

To ensure that your order is processed and manufactured accurately, please provide full and complete information.

**Items to check are:**

- **Quantity:** Quantity price breaks are per model, per invoice. Finish, upholstery and options may vary.
- **Model Number:** In addition to basic accuracy of Model Number, check for suffixes to indicate items such as casters (-C), or upholstery treatments (CHI, CHO, BTI and BTO).
- **Frame Finishes:** Our extensive selection of Electroplated and Powdercoated frame finishes make it imperative that you specify the correct color and color part number.
- **Upholstery:** Material choice: grade, color number/name, pattern (i.e. Grade 3, BRN-307, Black, Baron). Upholstery treatment: Channeled Inside (CHI), Channeled Outside (CHO), Button Tufted (BT), Upholstered Buttons (UPB), etc.
- **Wood Seats, Backs, Arms, Table Edges:** Specify species (Maple or Oak - if applicable) and stain color.

### Product Specifications,

#### Dimensions and Changes

All seating dimensions shown in sales literature are approximate. Due to various fabric buildup, widths can vary as much as 3/4". Table dimensions are nominal +/- 1/2". We assume no responsibility for overall dimensions unless specific limitations are clearly spelled out on the purchase order.

#### Banquet Chair Spacing and Ganging:

Property owners and managers are instructed to provide adequate spacing around chairs to prevent tripping, and to allow access to exits in the event of an emergency. **Purchasers must determine whether local fire codes require ganging of chairs when used in rows (theatre settings).** Ganging devices are available at an optional upcharge on all MTS banquet chairs. MTS assumes no responsibility for failure to properly arrange chairs in a safe manner.