

**Pricing:** Pricing does not include packaging or shipping costs. Packaging costs as shown in this prices list are pass along costs and are not subject to any discount. All prices are subject to change without notice.

**Shipping:** Unless otherwise specified, freight is either FOB Maxton, NC or FOB Red Lion, PA. All items will be shipped by common carrier unless there is sufficient quantity to make a blanket wrap shipment, which is more economical and environmentally responsible. Single unit shipments that are small enough may be shipped via UPS or Fed-Ex Ground.

**Packaging for Chairs-** There is a \$15 packaging charge per chair for shipments not large enough to qualify for blanket wrap shipping.

**Packaging Benches-** There is a \$25 packaging charge per bench for shipments not large enough to qualify for blanket wrap shipping.

**Crating Tables-** There is a \$15 packaging charge per table with top dimensions under 25". Tables with tops larger than 25" are subject to a \$25 packaging charge. If table is larger than 42" x 42", crating will cost \$45. Charges are waived for shipments with sufficient quantities for economical blanket wrap shipping.

**C.O.M. materials:** Yardage requirements are based on 54 inch fabric without repeats. Peter Danko Design Inc. reserves the right to reject any fabric or covering it deems not appropriate for seating. We recommend submitting a swatch of your fabric with our office prior to its purchase. Peter Danko Design Inc. does not accept responsibility for the quality of C.O.M. materials. C.O.M. must be tagged with the Danko Design confirmation number and state the style of chair. For any C.O.M. with a stripe or pattern repeat, Peter Danko Design Inc. must receive written instructions on how to upholster.

C.O.M. fabrics for ply-bent chairs and small orders of Greenbelt chairs must be shipped to:

Peter Danko Design, Inc.  
100 N. Austin St.  
Maxton, NC 28364

C.O.M. fabrics for larger orders of Greenbelt chairs or the Nue chair must be shipped to:

Peter Danko Design, Inc.  
839 McKenzie St.  
York, PA 17403

**Orders:** A written purchase order with deposit must be sent to Peter Danko Design Inc, for us to begin fabricating your job.

**Terms:** Unless otherwise stated in confirmation, a deposit of one-half of the purchase price is required with placement of order, with the balance required prior to shipment. Make checks payable to:

Peter Danko Design Inc.,  
PO Box 746  
York, PA 17403

Danko Design Inc. will acknowledge your order with a written order confirmation. Upon receipt of the order confirmation, it is the customers responsibility to carefully check each item for errors. If customer is satisfied the order is correct they must then sign and return a copy to Peter Danko Design Inc.

**Changes:** Peter Danko Design Inc. is not required to accept changes requested after order confirmation has been approved. However, Peter Danko Design Inc. will consider reasonable change orders under the following conditions:

1. A written change request must be received in time to be implemented;
2. Peter Danko Design Inc. may charge for additional material, labor, and administrative costs.

**Cancellation:** Our acceptance of order is final and binding and not subject to cancellation by customer.

**Storage:** If merchandise is ready for shipment according to the terms of the confirmation, and the customer is not ready to receive it, the furniture will be shipped to storage, and stored at the customer's expense.

**Shipping Damage:** Shipping damage claims must be filed immediately with the shipper. If a damaged carton is noticed it is strongly suggested to point out the damaged carton to the driver and make a note of the damage on the bill of lading when signing the receipt. It is OK to make this notation even before the boxes are opened and the shipment inspected. Customers

should unpack and carefully inspect all merchandise immediately after receipt. Our experience is that claims filed immediately after receipt are far more likely to be paid. Peter Danko Design Inc. is not responsible for damage in shipping or storage outside of our contracting plants.

**Returns:** Merchandise cannot be returned without specific written consent of Peter Danko Design Inc. We will issue instructions as to how merchandise will be returned. Unauthorized returns will not be accepted and will be returned at customers cost. Approved returns are subject to a 25% restocking charge. It is the client's responsibility to save all packing materials and to repack the box properly. If items are damaged on the return shipment, and the damage is due to insufficient or improper packaging by the customer, then damages are the customers responsibility. Shipping regulations are such that the shipper files for damages and insurance claims. Please remember, merchandise must be insured for its total value. Specifications: Peter Danko Design Inc. reserves the right to change specifications without notice.

**Specificity:** Judgements as to the suitability of Peter Danko Design Inc. products are the purchasers responsibility. Therefore, although reasonable care has been taken in the design and manufacture of Peter Danko Design Inc. products, we make no representation and assume no responsibility as to suitability for a specific intended purpose or consequences of its use.

#### PETER DANKO DESIGN INC. LIMITED WARRANTY :

All seating and tables are guaranteed against defects in materials workmanship, and structural failure for a period of five years. This warranty is void in cases of damage in transit, negligence, abuse, abnormal usage, misuse, accidents, or improper maintenance. Fabrics and filling material are excepted from this warranty. There is no other express warranty; seller hereby disclaims all implied warranty of merchantability and fitness for any particular purpose indicated by buyer to seller. A buyer's sole remedy under this warranty is as follows: Peter Danko Design Inc., at its option, will repair or replace defective item or parts at no charge to the original owner. Peter Danko Design Inc. will pay freight charges provided that the replacement or return has been previously authorized by the company. It is expressly agreed that the remedy of repair, replacement, or credit is at Peter Danko Design Inc.'s option. This is the Buyer's exclusive remedy under this warranty. In no event shall Peter Danko Design Inc. be liable for consequential damages.

**Color and Grain Variation:** The natural hardwoods and hardwood veneers used in our products have characteristics that make every piece unique. Because all hardwoods have their own special characteristics, variations in color, grain pattern, and texture are to be expected because they are natural aspects of the materials. Due to these naturally occurring characteristics, each piece of wood will react differently to the finish material used, resulting in shade differences within each piece. Further, finished wood is constantly "mellowing" and changing in appearance because of the natural aging of the wood, the finish on the wood, and the long-term effect of light. The result from the character and beauty of natural wood are not to be misinterpreted as defects.

**Environmental Conditions:** The natural hardwoods and hardwood veneers used in our products react to seasonal changes and dry and humid climate conditions. These changes cause expansion and contraction on wood products. Wood expands when exposed to heat and high humidity, and contracts when exposed to cold or unusually dry conditions. These extremes are often part of the normal climate in certain parts of the country. Stable atmospheric conditions are required for joints to remain tight. In most cases proper heating and cooling in indoor environments will keep your furniture in favorable conditions for decades. Sunlight, smoke, cleaners, and other environmental conditions may also affect color and consistency over time. Changes in the product caused by exposure to these environmental conditions are not product defects.

**Recommended Maintenance:** High use facilities must inspect joinery and mechanical fasteners regularly (at least once every six months). Inspect plastic floor glides at least once every six months for signs of excessive wear and replace as necessary. Inspection may need to occur more often if furniture is used on rough or abrasive surfaces such as concrete or terrazzo. Clean wood surfaces with a clean, soft, non-abrasive cloth. Most commercial cleaners formulated for finished wood are acceptable. Avoid excessive moisture when cleaning and wipe dry with a clean dry soft cloth. Avoid petroleum based cleaning products and bleach as these may damage the finishes and fabric/belting materials.