

Artista Gallery, Inc. Terms & Conditions *(Last updated July 22, 2013)*

Thank you for shopping at NewRetroDining.com. Your use of this site is governed by the Terms and Conditions set forth below. By making a purchase or placing an order you signify your acceptance of the conditions set forth below. Please take a moment to read through our terms thoroughly. Artista Gallery, Inc. reserves the right to make changes to this site and the Terms and Conditions at any time without prior notice.

- This agreement supersedes any other verbal, written or printed agreement or any other undertaking relating to any transaction(s) entered into with Artista Gallery, Inc.
- This policy may not be altered or amended in any manner and the buyer by placing an order accepts and agrees to abide by the terms and conditions contained herein.
- Artista Gallery, Inc. reserves the right to modify this site and its Terms and Conditions at any time without prior notice.
- All prices posted on the Artista Gallery, Inc. websites are for mail order only.
- Applicable sales tax is added to orders delivered within the State of Georgia.
- Prices, specifications and availability are subject to change without notice.
- No refunds will be issued for difference in price due to price drop.
- Artista Gallery, Inc. is not responsible for any typographical errors and pictorial representations in our advertisements. Corrections will be made as soon as the mistake comes to our notice.
- Every effort will be made to be accurate. However, Artista Gallery, Inc. will not honor prices inadvertently published.
- Artista Gallery, Inc. shall retain ownership of the goods purchased hereunder until payment from the purchaser has been received in full. Artista Gallery, Inc. shall have the right to demand payment or repossess the goods in the event of the purchaser's bankruptcy, insolvency or other failure to fulfill its payment obligations hereunder. In the event of such failure, the purchaser shall be required to safely and properly store the goods purchased hereunder separately, to identify them as belonging to Artista Gallery, Inc., and to allow us access to the purchaser's premises in order to verify that the goods are stored correctly, and to repossess them.

METHOD OF PAYMENT

Payment may be made to the order of Artista Gallery, Inc. by Money Order, Cashier's Check, Personal Check, Company Check, Master Card, Visa Card, Discover Card, American Express Card or Paypal.

- Full payment is cleared before order(s) are processed and shipped.
- Payment must be made on agreed terms between Artista Gallery, Inc. and purchaser.

RETURNS

No returned merchandise will be accepted by Artista Gallery, Inc. for exchange, credit or repair unless prior written consent is given by us. Unauthorized returns will be refused and returned to the consignee freight collect. Where returns are authorized, Artista Gallery, Inc. will issue a Return Material Authorization (RMA) Form with shipping instructions which must be used with such returns indicating any restocking and/or freight charges that will be billed to the buyer. Restocking charges will range from 25% to 50% of the original purchase price.

STORAGE

Under normal circumstances, if buyer advises at time of placing order that shipment should be made after a specified date, Artista Gallery, Inc. will try to accommodate such requests. If however no specific date was requested, and when the order is ready for shipment, buyer is unable or unwilling to accept delivery, Artista Gallery, Inc. will invoice the buyer as of the scheduled date of shipping, and charge buyer for all handling, transfer and storage costs incurred from the scheduled date until actual shipping date. Where returns are authorized, Artista Gallery, Inc. will issue a Return Material Authorization Form with shipping instructions which must be used with such returns indicating any restocking and/or freight charges that will be billed to the buyer. Restocking charges will range from 25% to 50% of the original purchase price.

LIMITED WARRANTY & LIFETIME WARRANTY

All products sold by Artista Gallery, Inc. are guaranteed against failure from defective workmanship to the original purchaser, when installed and utilized for their intended purpose. A structural frame warranty applies to weld failures and leg bending. The structural frame warranties are as follows:

- Metal Chairs and Barstools (lifetime)
- Wood Chairs (1 year)
- Booths, Table Tops and Table Bases (2 years)

Structural frame warranty does not apply to any product that has been altered or subjected to misuse, negligence or accident.

Under this Warranty, any product proven to be defective shall be repaired or replaced at our option, free of charge, provided it is returned prepaid as directed.

In no case shall liability under this Warranty exceed the original purchase price of the defective merchandise. We reserve the right to inspect the defective item at our designated premises, by factory personnel, to establish the cause of the alleged product failure.

This Warranty shall not apply to any product which shall have been repaired or altered by anyone other than authorized personnel in any way as to affect, in our judgment, its stability and durability, nor which has been subjected to misuse, negligence, abuse or accident.

Our New Retro Dining product line is for indoor use only, and therefore any damage caused by exposure to the elements, such as precipitation, salt-air or ultra violet rays, is not covered by this Warranty. Even where Artista Gallery, Inc. was apprised of the final destination of an order, it is not liable under this Warranty if the merchandise ordered was exposed to the elements. This Warranty shall not apply to New Retro Dining merchandise which was exposed to harsh or acidic cleaning agents or abrasives.

Artista Gallery, Inc. reserves the right to make changes at any time, without notice, in materials, dimensions, specifications, equipment, colors, design or prices. We also reserve the right to make such changes without any obligation to make comparable revisions and/or modifications on products manufactured at a previous time.

The cost of field repairs performed by non-authorized personnel will not be reimbursed unless expressly authorized in writing by Artista Gallery, Inc. prior to the repair.

Artista Gallery, Inc. does exclude upholstery from this warranty, whether the material is provided by New Retro Dining as C.O.M. (Customers Own Material). However, warranties are often provided by the upholstery mill.

All upholstery and laminates are subject to warranty offered by the respective manufacturer.

FLAME RETARDANCY

Municipal requirements regarding flame retardancy for use in various types of facilities are constantly changing. As part of our customized service, New Retro Dining offers a wide variety of upholstery, foam materials and barrier cloths to meet unique flame retardant specifications.

If a buyer must satisfy a particular code, e.g., State of Calif. Technical Bulletin 117-E, or Boston Fire Code (BFD 9-1), this must be clearly indicated on the purchase order.

Artista Gallery, Inc. will advise buyer of special pricing for this service, but Artista Gallery, Inc. is not liable for noncompliance with local code requirements if the buyer fails to advise Artista Gallery, Inc. of these requirements at the location where the merchandise will be used or stored.

Note; most flame retardant treatments are salt solutions. Cleaning flame retardant upholstery therefore with water or water-based foams will result in salt ringing. Solvent-based fabric cleaners or dry cleaning are alternate methods of cleaning. However, buyer is cautioned to test proposed cleaning procedures on a small portion of fabric before proceeding with cleaning of the entire installation.

MAINTENANCE

To ensure durability and longevity of the New Retro Dining product line and customer satisfaction, periodic inspection and maintenance is necessary. Buyers should therefore advise their clients to inspect merchandise at regular intervals-particularly the joints, welds, swivels and other points of stress as well as missing glides, screws or bolts, and to clean and tightened screws and bolts, and grease parts where necessary. If repair parts are needed, use only authorized replacement parts and attachment methods.

If an item shows any sign of structural fatigue, it should be taken out of service immediately. If covered under warranty, Artista Gallery, Inc. should be notified immediately. Any continued use of the product is at buyer's risk and Artista Gallery, Inc. Warranty will no longer be valid.

ASSEMBLY (Written instruction are provided)

- All chairs, backless stools and booth benches are delivered fully assembled.
 - All stools with backs require attaching the seat to the swivel base.
 - All tables require attachment of the legs or pedestal base to the table tops.
 - Remove all staples holding plastic wrap with pliers.
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SHIPPING

- All applicable shipping charges are non-refundable.
- The purchaser must make all the necessary arrangements to receive the package from the carrier at the time of delivery. The carrier will contact the buyer by phone at the number provided at the time the order is placed.

- The purchaser is responsible for any additional shipping and/or storage fees which arise in the event the purchaser is not available to receive the shipment at the pre-arranged and designated day and time-range resulting in the carrier needing to re-schedule the delivery appointment.
- The purchaser is responsible for filing any and all claims for wrong, missing, damaged or defective item(s) with Artista Gallery, Inc. within 24 hours of delivery by fax (404) 420-2890, phone (478) 320-2502 or email, RMA@NewRetroDining.com. If not reported within this time acceptance of the item(s) is implied.
- If there is any shipping damage the purchaser is responsible for documenting the damage on the freight bill of lading and sending photographs of the damaged box and damaged items to Artista Gallery, Inc. All items must be thoroughly inspected before the carrier driver leaves your premises. If there is any damage or perceived damage it must be documented on the freight Bill of Lading. If not recorded at the time of delivery then acceptance of the item(s) is implied.
- It is very important to inspect the crate(s) and carton(s) upon arrival. If there is any visual sign of damage to the packaging then you must write "DAMAGED" on the BOL (Bill of Lading) when you sign for the goods, in case there is actual damage to the goods. Please do not refuse the shipment as Artista Gallery, Inc. will file a damage claim with the shipper. We rarely have issues with damage due to shipping. This is just to ensure responsibility for any damages born by the shipper. If there is any damage, please save the cartons. If there is any damage please notify us via email or phone within 24 hours of receiving furniture.

SHIPPING SERVICES OFFERED

- Artista Gallery, Inc. offers premium freight shipping services provided by a variety of carriers.
- Actual 70% discounted shipping charges on line-haul shipping will be charged to the purchaser. Curb-side delivery is standard. Additional charges apply for residential inside deliveries.
- An estimated shipping amount will be quoted at the time your order is placed upon request. You may lock in this estimate by paying for the shipping at the time your order is placed.
- UPS Ground carrier shipping can be provided at actual cost for orders of chairs or stool only.

WRONG, MISSING OR DAMAGED - RETURN MERCHANDISE AUTHORIZATION (RMA)

- All wrong, missing or damaged item(s) in a shipment must be notated on the freight Bill of Lading (BOL) at the time of delivery and reported to the Artista Gallery, Inc. Return Material Authorization (RMA) department within 24 hours of delivery by fax (404) 420-2890, phone (478) 320-2502 or email, RMA@NewRetroDining.com. If not written on the BOL at the time of delivery and reported to Artista Gallery, Inc. within this time then acceptance of the item(s) is implied. If damaged, please accept the delivery with the proper notations and do not use.
- If accepted photographic evidence of wrong or damaged item(s) is provided to Artista Gallery, Inc., all items will be replaced as soon as possible, at no additional charge to the purchaser.
- Please note that RMA number does not guarantee full credit or exchange. All merchandise returned is subject to inspection. Depending on their condition we will determine whether to issue credit, exchange or return to sender.
- If return to sender is required, purchaser is responsible for proper packaging of RMA returns. All warranties will be void on items that are insufficiently or inaccurately packaged.
- Artista Gallery, Inc. will be responsible for all return shipping charges and/or replacement shipping charges if item(s) are received wrong, defective, missing or damaged.

- If an incorrect, defective or damaged item(s) is received please do not use the item(s). Any attempt to use the item will be deemed to be acceptance of the item(s) as a satisfactory substitute and the difference in price will be charged to the appropriate account and no further claim can be raised thereafter.

ORDER CHANGES & CANCELLATIONS

Due to the custom nature of our products, Artista Gallery, Inc. must specially purchase materials and individually assemble to meet the unique and demanding specifications designated in each purchase order. Therefore, once Artista Gallery, Inc. accepts and acknowledges an order, it is fully binding and is not subject to cancellation or change by the buyer.

This does not mean that it is never possible to cancel or change an order, however, the request must be in writing, approved and acknowledged by Artista Gallery, Inc. and may require charges of labor, materials, and/or other expenses we have incurred (minimum charges per change order: \$58.33). Order will in some cases require updated ship date.

JURISDICTION

Artista Gallery, Inc. is a Georgia corporation and you agree that this agreement has been entered into in the State of, and its validity, construction, interpretation and legal effect shall be governed by the laws of the State of Georgia applicable to contracts entered into and performed entirely within the State of Georgia. Additionally, you agree that any and all disagreements arising from your use of or orders placed through NewRetroDining.com will be adjudicated in the county of Houston, Georgia by an appropriate federal or state court.

MISCELLANEOUS

- (a) This agreement constitutes the entire agreement between the parties relative to the subject matter hereof and supersedes all other understandings and agreements between the parties whether oral or written.
- (b) This Agreement may not be modified orally; no waiver, amendment or modification shall be binding or effective unless in writing and signed by the party sought to be bound.
- (c) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (d) If any part of this Agreement shall be declared invalid or unenforceable by court of competent jurisdiction, it shall not affect the validity of the balance of this Agreement.
- (e) This Agreement shall inure to the benefit of and be binding upon each party and its successors and assigns.
- (f) Nothing contained in this agreement shall constitute a partnership or joint venture between the parties hereto or constitute either party the agent of the other.
- (g) No waiver by either party of any term or provision of this contract or of any default hereunder shall affect your or Artista Gallery, Inc.'s respective rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.
- (h) Neither party shall be deemed to be in breach of any of its obligations hereunder unless and until given written notice by certified or registered mail, return receipt requested, of the nature of such breach or alleged breach and shall thereafter fail to cure same within thirty (30) days after its receipt of such written notice.

CONTACTING ARTISTA GALLERY, INC.

NewRetroDining.com, NewRetroDesign.com, NewRetroCars.com

If you have any questions about this Terms and Conditions statement, please contact:

Artista Gallery, Inc.
1004 Briarcliff Rd.
Warner Robins, GA 31088
Ph: (478) 320-2502
Fax: (404) 420-2890
Legal@NewRetroDining.com

Thank you for your consideration and patronage. We look forward to being of service to you!

Jack Greenberg, President *Artista Gallery, Inc.*



Quality Restaurant Furniture Proudly Crafted by American Workers!



Please call (478) 320-2502