

CCB INDUSTRIES, LLC

Carolina Custom Booth Co.
Carolina Custom Table Co.



CCB INDUSTRIES, LLC LIMITED WARRANTY

CCB INDUSTRIES, LLC also known under the trade names CAROLINA CUSTOM BOOTH CO. and CAROLINA CUSTOM TABLE CO. (collectively, “CCB”) makes the following limited warranty (the “Limited Warranty”) solely to the original retail purchaser of its products, and to no other purchaser or transferee, subject to the limitations set forth below:

TEN YEAR LIMITED WARRANTY – SEATING PRODUCT FRAMES:

CCB warrants the seating product frames (defined as all wooden structures supporting the seat or back portions of the seating product) to be free from defects in materials and workmanship for a period of ten (10) years from the date that the original purchaser receives such booth seating product at its original intended destination.

TWO YEAR LIMITED WARRANTY – SEATING PRODUCT SEATS AND CUSHIONING:

CCB warrants the seat and cushioning incorporated within its seating products excluding any outer fabric coverings to be free from defects in materials and workmanship for a period of two (2) years from the date that the original purchaser receives such booth seating product at its original intended destination.

ONE YEAR LIMITED WARRANTY – TABLETOPS:

CCB warrants the tabletop portion (excluding hardware) of its table products to be free from defects in materials and workmanship for a period of one (1) year from the date that the original purchaser receives such table product at its original intended destination. Final Destination of tabletops must be a Controlled Environment before and after shipment in relation to temperature, relative humidity, etc. or the warranty may be void.

THE WARRANTY:

During a covered product’s respective warranty period, CCB will, at CCB’s sole option and discretion, (1) repair the defective component or product without charge, (2) replace the defective component or product without charge or (3) refund to the purchaser the original purchase price for the defective product.

LIMITED WARRANTY EXCLUSIONS AND CLARIFICATIONS:

This Limited Warranty is made by CCB only to the original retail purchaser of its products and to no other purchaser or transferee. This Limited Warranty extends only to defects in materials and workmanship which occur during normal use. This Limited Warranty:

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- Does not apply to any fabric coverings included on or featured with any CCB product and all such coverings shall only be covered by the warranties, if any, offered by the manufacturers of such coverings;
- Does not apply to any “customer’s own material” or non-standard materials selected by and used at the request of the purchaser;
- Does not apply to damage resulting from misuse, abuse, neglect, cuts and scratches, mishandling, accident, burns, fire, lightning, sunlight, water or other natural hazard, exposure to extreme heat, humidity or similar conditions or use beyond a product’s intended use;
- Does not apply to damage resulting from purchaser’s application of cleaners, conditioners, treatments or other chemicals not approved by CCB, or to damage caused by corrosive chemicals such as acids or solvents, or dyes, inks, paints, bodily fluids and other related substances; and
- Does not apply to any product that has been moved to any other location by purchaser following receipt at the original intended destination.

If any material or part(s) used in any defective product is unavailable at the time of repair or if CCB elects to repair the defective product, CCB reserves the right to substitute materials or parts of equal quality and value as determined in the sole and absolute discretion of CCB.

EXCLUSION AND LIMITATION OF LIABILITY

IN NO EVENT, WHETHER BASED ON CONTRACT OR TORT OR OTHER LEGAL THEORY, SHALL CCB BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES TO OTHER PROPERTY, INCONVENIENCE, LOSS OF GOODWILL, LOST PROFITS OR REVENUE OR OTHER FINANCIAL LOSS, LOSS OF USE OR THE PRODUCT, OR CLAIMS FOR DAMAGES RESULTING FROM USE OF THE PRODUCT. Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitations may not apply to some purchasers.

LIMITED WARRANTIES ARE EXCLUSIVE:

IF A CCB PRODUCT DOES NOT CONFORM TO THESE LIMITED WARRANTIES, THE PURCHASER’S SOLE AND EXCLUSIVE REMEDY IS (1) REPAIR OF ANY DEFECTIVE PRODUCT OR COMPONENT PART, (2) REPLACEMENT OF ANY DEFECTIVE PRODUCT OR COMPONENT PART OR (3) THE REFUND OF THE PURCHASER’S ORIGINAL PURCHASE PRICE OF THE DEFECTIVE PRODUCT, AT CCB’S SOLE AND EXCLUSIVE OPTION. THE LIMITED WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, VERBAL OR WRITTEN, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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LIMITED WARRANTY CLAIMS PROCEDURE:

To obtain performance under this Limited Warranty, the purchaser shall ship the defective product along with a written Limited Warranty claim containing a description of the alleged defect and a copy of the dated proof of purchase of the product. Contact CCB to start a warranty claim prior to shipping to:

CCB Industries, LLC
901 W. Market Center Drive
High Point, NC 27260
Telephone: (888) 880-3127

Purchaser shall be responsible for all freight associated with the delivery of the defective product to CCB. CCB shall be responsible for all freight associated with the return delivery of the repaired or replaced product to purchaser.

SEVERABILITY

If any provision of this limited warranty is held to be illegal, invalid, or otherwise unenforceable, such provision will be enforced to the extent possible consistent with its stated intention, or if incapable of such enforcement, will be deemed to severed and deleted from this limited warranty, while the remainder of the terms of this limited warranty will continue in full force and effect.

DISPUTE RESOLUTION:

This Limited Warranty shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to the principles of conflicts of law thereof. The parties acknowledge the exclusive jurisdiction of the federal and state courts of the State of North Carolina. Any claims or disputes under this Limited Warranty shall be heard exclusively in any state or federal courts sitting in Guilford County, North Carolina, and both parties expressly consent to the personal jurisdiction and venue of the North Carolina state and federal courts for such actions.