

# Terms & Conditions *continued*

## Special Notice

Conditions or trends occasionally necessitate minor changes in materials, color, or design. Specifications and pricing are subject to change without notice.

## Shipping and Freight Allowance – NEW PROGRAM

All products ship via select common carrier f.o.b. shipping point (origin), with freight charges prepaid by Mayline. This is for dock-to-dock and FedEx Ground shipments only. These terms apply to shipments within the 48 contiguous states. Any accessorial charges for lift gate, inside delivery, call-in-advance, etc., are the responsibility of the dealer. If dealers are requesting shipments with a third party carrier or will-call, an extra 10% discount will be applied to the order and 3rd party account number will be required.

U.S.-billed dealers shipping into Canada will pay all freight charges dock-to-dock and must also provide their own broker and pay any fees or associated taxes. As a result of the dealer paying the freight, third party bill only, they will be allowed an additional 10% discount off of their standard discount. If Mayline provides the carrier and broker, the dealer will be charged for exact freight charges, plus a \$75 broker fee, and associated taxes.

## Accessorial Charges

Requests for inside delivery and lift gate/tailgate services should be included on original purchase orders and are subject to approval by Mayline. A \$75 charge for inside delivery and \$100 for lift gate/tailgate will be added to the invoice. Additional charges may apply based on order volume. Contact Customer Service for a quote.

In the event that inside delivery and/or lift gate/tailgate services are unforeseen, but required to complete the delivery, both the dealer and Mayline must agree to these services and subsequent invoicing by Mayline of the charges described above.

Inside delivery is defined as when carrier moves all or part of a shipment to a position beyond the point directly accessible or immediately adjacent to the delivery vehicle.

If a consignee is responsible for causing a re-delivery, a \$50 charge will be invoiced.

Other special services will be billed at actual charges, including but not limited to:

- Storage
- Extra Labor
- Driver Assist
- Guaranteed Timekeeper Delivery
- Call Before Delivery
- Residential Zoned Delivery
- High Cost/Remote Region Delivery (i.e. New York City)

All orders from **Gold dealers** will be covered under this policy regardless of order size. Purchase orders must reflect October 1, 2011, list pricing with standard discount.

Orders from **Silver and Bronze dealers** will ship free on purchase orders of \$2,500 or more

(also using October 1, 2011, list prices) with standard discount. Orders less than \$2,500 current list will incur a \$75 fee for LTL shipments or \$15 for small parcel shipments.

## Will Call Program

Will Call services will be provided at our distribution center (Little Rock, AR). Customers picking up their products utilizing this program will receive an additional 10% discount. Program details:

- In-stock products will be available to pick up 24 hours after receipt of acknowledgement.
- Hours of pick up are 6:30 am to 4:30 pm, Monday-Thursday. 6:30 am to 2:30 pm Friday.
- Customer must specify the pick up time and date on all Will Call orders.
- If the customer does not specify a date and time, the order will go into "pending" status and not be available for shipment until a written date and time are provided.
- Orders not picked up within 48 hours of the specified time and date will be subject to a restock charge and/or cancellation of the order.

# LIMITED LIFETIME WARRANTY – Effective October 1, 2011

Mayline promises to repair or replace any Mayline brand product or component manufactured after 1/1/2000, that is defective in material or workmanship for as long as the original purchaser owns it. This is the sole and exclusive remedy. This warranty is subject to limitations, exclusions and other provisions detailed below.

## Limitations involving materials and components:

The materials and components listed below are covered according to the following schedule from the date of sale:

**Ten Years:** Electrical components, seating controls, seating pneumatic cylinders, wood seating components.

**Five Years:** Fabric and leather seating upholstery, seating foam, seating armrests, chrome seating components, veneer finishes, and any Kwik-File shelving, cabinets, or mobile systems and components that are either moving parts, or controls and guides that are in contact with moving parts.

**Three Years:** 4-Post wire shelving and wire components.

## Exclusions:

**This warranty does not apply to:**

- Normal wear and tear, which is to be expected over the course of ownership.
- Damage caused by the carrier in-transit, which will be handled under Mayline's Freight Damage policy.
- Modifications or attachments to the product that are not approved by Mayline.
- Products that were not installed, used or maintained in accordance with product instructions and warnings.
- Products used for rental purposes.
- COM fabric is not covered under this warranty.

## Seating Usage:

Normal commercial usage for seating is to be defined as the equivalent of a single shift within a 40-hour workweek. To the extent that a seating product is used in a manner exceeding this, the applicable warranty period will be reduced in a pro-rata manner (*excluding Model 2424AG which is warranted for multiple shifts*).

## The Event Series:

Mayline will warrant the materials and components of The Event Series products for a period of five years. The warranty does not apply to normal wear and tear, damage caused by the carrier in-transit, modifications or attachments to the product, or where the product is not installed. This product must be used or maintained in accordance to the instructions. See specific table labels for maximum weight load capacities. These limits are based on the weight being evenly distributed, allowing for 1/4" deflection. This warranty does not cover any products used for rental purposes.

**Note:** *Some natural variations occurring in wood or leather materials are inherent in their character, and cannot be avoided. Mayline does not warrant the color-fastness or matching of colors, grains, or textures of such materials.*

TO THE EXTENT ALLOWED BY LAW, MAYLINE MAKES NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED. MAYLINE WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.