

## TERMS AND CONDITIONS

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### INTRODUCTION:

Arcadia is committed to providing quality seating and table products that complement the business environment. Our commitment to our customers extends beyond the products we make: to provide a quality product that is enhanced by the service that supports the product. The Price List herein provides all relevant ordering procedures, conditions of sale and shipping information that will allow you, the customer, an easy path to receiving the quality product that you order. Additionally, our Customer Service staff and Sales Representatives are available to assist with any questions you may have.

### PRICING:

All prices reflected in this Price List are for our standard products. These prices supercede any and all prior Price Lists or Supplemental Price Lists. We reserve the right to modify prices without prior notification.

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Net 30 days to credit approved accounts. The customer will be liable for any costs incurred in attempting collection of past due amounts, including collection and/or attorney's fees. Past due accounts are subject to a 1% late charge for each month after 30 days.

### CREDIT:

A line of credit may be established upon acceptance of satisfactory references, including the completion and signing of our Credit Application Form. All new customers are required to remit 50% of the invoice amount with the placement of the purchase order, with the remaining balance due before the merchandise is released for shipment.

### ORDER ACKNOWLEDGEMENT:

Order acknowledgement will be made for each order and indicates final production specifications. Customers should review our acknowledgement, notwithstanding any variance in terms and conditions set forth on the customer's order form.

Orders will not be acknowledged or entered for production until all specification information is complete. Upon final acceptance of the order by the factory, orders will be scheduled for production even though COM's or Special Finishes have not been received.

**Receipt of any COM/COL or custom finish approval must arrive a minimum of 15 working days prior to the scheduled shipment date or the actual ship date may be extended by approximately 5-10 working days.** Contact Customer Service for exact shipping lead times.

### ORDERING PROCEDURES:

To avoid unnecessary order entry delays, please be sure each order specifies the following information:

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| 1. Quantity                                    | 7. Options (list with each specific product)           |
| 2. Model number                                | 8. Drawing for modular seating configurations          |
| 3. Item description                            | 9. Shipping destination, contact name and phone number |
| 4. Size  | 10. Purchase order number                              |
| 5. Finish (wood and/or metal finish)           | 11. Special instructions, if any                       |
| 6. Fabric (including any special instructions) |  |

### ORDER CHANGES OR CANCELLATIONS:

Arcadia must approve all order changes and/or modifications. Additions or modifications to acknowledged orders may be subject to rescheduling of said order. Cancellations, partial or otherwise, may be subject to cancellation charges or restocking fees. Contact Customer Service for applicable charges.

### DELIVERY INFORMATION:

All products are shipped F.O.B. La Palma, California, freight prepaid and allowed. Title to the product passes from Arcadia to the purchaser upon receipt of product by the transportation company. The transportation company, however, assumes all responsibility from acceptance of shipment through final delivery.

Freight charges are included in all prices herein. Shipments that do not meet minimum value requirements for respective shipping territories are subject to a freight surcharge. The Delivered Freight Program is explained in detail on page 13.



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### **CLAIMS:**

Do not refuse merchandise damaged in transit. All shipments are delivered to the transportation company in good condition. Arcadia's liability ceases at that time. If shipment arrives damaged or short, you should first inspect all cartons/crates immediately and note any visual damage or shortages on the delivery receipt. The carrier should be notified immediately to inspect the merchandise and subsequently file a freight claim. If visual damage is not apparent, sign the delivery receipt "No Visual Damage". This will allow recourse for a concealed damage claim. Claims for freight damage, concealed or otherwise, must be filed within 15 days of original delivery date.

Do not destroy packing materials until shipment has been inspected by the carrier. Failure to make claims against Arcadia or its designated carrier within 15 days shall constitute acceptance of the merchandise and a waiver of any defects, errors or shortages discovered upon inspection. See page 12 for detailed instructions if a problem exists at time of delivery.

### **PRODUCT WARRANTY:**

Arcadia products are guaranteed against defects in material and workmanship for a period of ten (10) years from the original invoice date. Pneumatic lifts, tilting mechanisms and casters are warranted to be free from defects in materials and workmanship for a period of four (4) years. Fabrics are warranted to be free from defects in materials and workmanship for one (1) year or the extent the manufacturer of fabric will warrant further, whichever is greater. Customer's Own Materials (COM/COL) are not included in this warranty.

This warranty does not include damages from normal wear and tear. Normal wear and tear is defined as single shift service (eight (8) hours per day), five (5) days per week. Arcadia assumes no responsibility for repairs to products sustaining damages resulting from user modification, attachments to a product, misuse, abuse, alteration or negligent use of the product.

The warranty provisions set forth above are expressly in lieu of all other warranties, express, statutory or implied in fact or by law, and all remedies against. There are no implied warranties of merchantability or fitness for a particular purpose made by Arcadia in connection with the sale or use of any such article of furniture.

If a defect in material or workmanship has occurred, Arcadia reserves the right to determine if the problem has occurred under normal use. The defective product will be repaired or replaced at the option of Arcadia, free of charge to the customer.

Warranty claims should be submitted, in writing, with a detailed explanation of the occurrence to our Customer Service Department.

### **WAREHOUSE AND STORAGE:**

Due to limited storage space, orders will be shipped when completed. On orders for which payment has not been received, the merchandise may be shipped to storage facilities at the customer's expense.

### **PRODUCT DESIGN:**

We reserve the right to alter our product design for the purpose of construction improvement, without notification. Weights and measurements are approximate and subject to change without notice.