

# Terms and Conditions

---

## **IDEA AT WORK PRODUCTS ARE SOLD EXCLUSIVELY BY WORKRITE ERGONOMICS, INC.**

### **LEAD TIMES**

- Height Adjustable Tables: 10 working days for quantity 20 tables or less.
- All non-standard DAZZ lights, all table / desk lamps: 15 working days
- All AKP, accessories, standard DAZZ lights: 5 working days
- All non-standard table bases or tops: 20 working days

For all other orders please call.

### **FREIGHT TERMS**

#### **Shipments within the Continental USA**

All shipments within the continental USA will be F.O.B. Factory. The foregoing notwithstanding, for all orders that contain only Keyboards, Monitor Mounts, and Accessories, Workrite will pay the regular ground shipping charges for dock to dock shipping using Workrite's preferred carrier. For all orders that contain Height Adjustable Workcenter products, Workrite will pay the regular ground shipping charges for list price orders totaling more than \$7,000 to one location for dock to dock shipping using Workrite's preferred carrier. For Height Adjustable Workcenter product orders with list price less than \$7000, Workrite will add 5% of the total list price to the order for shipping to the Pacific Time Zone and 8% will be added for shipping elsewhere in the continental US for regular ground shipping. All shipments will be made in standard carton quantities only. We cannot consolidate freight into master-cartons for purposes of reducing freight costs.

In any event, for shipments within the continental USA, Buyer acknowledges that once Workrite delivers goods to the carrier, title to the goods and risk of loss will pass to Buyer, and customer is responsible for seeking appropriate recourse against the carrier, which shall be customer's sole recourse for goods damaged in transit.

#### **Shipments to Hawaii, Alaska and Foreign Countries (Other than Canada)**

Shipments to Hawaii, Alaska, and foreign countries other than Canada will be handled on a case by case basis. Please contact the Customer Service department at Workrite for more information and a quote.

#### **Shipments to Canada**

Shipments to Canada will be Carrier Paid to Destination and subject to GST. Workrite will pay freight charges for regular ground service to major Canadian cities for all orders that contain only Keyboards, Monitor Mounts and Accessories. For all orders that contain Height Adjustable Workcenter products, Workrite will pay the regular ground shipping charges for list price orders totaling more than \$7,000 to one location for dock to dock shipping via our preferred carrier. For Height Adjustable Workcenter product orders with a list price less than \$7000, 8% will be added to the order when shipping to major Canadian cities.

In any event, for shipments to Canada, Buyer acknowledges that once the goods are unloaded at the Destination, title to the goods and risk of loss will pass to Buyer, and if goods are damaged or lost by the carrier in transit to any further destination, Buyer is solely responsible for seeking appropriate recourse against the carrier in connection with any such damages or losses.

#### **Other than Normal Dock to Dock Delivery**

Anything else to the contrary notwithstanding, Workrite reserves the right to pass on charges for other than normal dock to dock delivery, such as residential delivery, lift gate service, inside delivery, etc., unless alternative arrangements have been agreed to in writing with Workrite prior to the shipment.

Delivery date and time are at the discretion of the carrier within reasonable transit time unless special arrangements have been agreed to in writing between customer and Workrite prior to shipment. There is an additional charge for guaranteed delivery on a specific day. A significant additional charge is added for delivery guaranteed within a specific time window on a specific day. These charges will be quoted at customer request.

#### **Redelivery and Reconsignment of Freight**

The customer will be charged for redelivery or reconsignment of all orders (regardless of shipping terms agreed to), if redelivery or reconsignment was caused by a customer change after the goods have left Workrite's factory/dock.

#### **Choice of Carrier**

Workrite will use reasonable commercial judgment for choice of carrier, without assuming responsibility for delays, damage or loss.

#### **Shipment Damage Claims**

All shipments must be carefully inspected by customer before acceptance, and the delivering carrier must record any damage or shortage noted at time of delivery. If customer believes it has uncovered further damage after delivery, immediate inspection by the delivering carrier must be requested. Damaged freight must be kept at point of delivery in original packaging for inspection by carrier. Customer is responsible for seeking appropriate recourse against the carrier, which shall be customer's sole recourse for goods damaged in transit.

#### **Concealed Damage**

Concealed damaged and concealed shortage must be notified within 10 calendar days from date at the specified location to identify concealed damage not visible at time of delivery. Customer must notify carrier and Workrite within such 10-day period, and must retain the original packaging and product. If requested by either carrier or Workrite, customer must ship product back at Workrite's expense. If Workrite determines that damage was due to Workrite's error, Workrite's sole obligation is to replace product in timely fashion and ship to customer at Workrite's expense. If Workrite determines carrier is at fault, customer must seek recourse against carrier, which shall be customer's sole recourse. Customer waives right to place claim against Workrite if filed after 10 calendar days of receipt of shipment.

#### **Shortage Claims**

Customer has 15 calendar days after delivery at the specified location to file a claim against Workrite for product shortages or Workrite errors not obvious at the time of delivery. If Workrite determines a shortage or error was made by Workrite, Workrite's sole obligation is to fill the shortage or correct error and ship at Workrite's expense. Customer waives right to place claim against Workrite if filed after 15 calendar days of receipt of shipment.

#### **Pricing/Order Entry Errors:**

Claims for pricing or order entry errors must be made no later than 20 days from receipt of invoice.

#### **Will Call**

Workrite provides will call pickup at our Petaluma, CA facility. Please specify this method upon placement of order. We will maintain availability of your order up to 5 days beyond the requested pick up date. After that time period, your order may be returned to inventory and you may be subject to restocking fees.

## RETURN AUTHORIZATION POLICY

Authorization is required for the return of any merchandise to Workrite. Call Workrite Customer Service at (800) 959-9675. We require the following:

- Your name, your company name, phone number, fax number, quantity and product to be returned, and Workrite's invoice number (or your PO number).

A Customer Service Representative will take your request and furnish you with an RMA number, and will fax instructions for the return of the product. A credit memo will be issued upon inspection and approval of the returned product.

Upon receipt and inspection Workrite will determine credit amount and notify you of any discrepancies. Please DO NOT make any financial adjustments to your account prior to Workrite issuing a credit memo for returned goods. We will credit or refund the value of the product total and any taxes you were charged less applicable fees (excluding delivery charges). Refunds will be given in the same form of payment. Adjustments to credit cards should appear within two billing cycles. Please allow a minimum of 14 days for us to receive and process your return.

Requests for return authorization must be made within sixty (60) days of the invoice date. Authorized returns are subject to a 20% restocking fee. Once an RMA number is issued, returned product must be received at Workrite within 30 days. Credit can only be given if the product is in new, re-saleable condition. Custom products and special configurations are non-returnable. Unauthorized product returned on the RMA number will not be credited. Claims for product damaged on the return shipment are the responsibility of the shipper. The customer is required to pay the return freight costs.

## REPLACEMENT ORDERS

Any replacement orders will be charged to your account. A credit memo will be issued for returned products that have been approved less a 20% restocking fee.

## ORDER CANCELLATION POLICY

Purchase orders may not be changed or cancelled, in whole or part, without prior written consent of Workrite Ergonomics. If an order is cancelled before production begins, Workrite will halt processing of the order at no charge. If the order is already in production, cancellation is subject to a cancellation fee of 10% of the net invoice or for reasonable cancellation charges as established by Workrite. Special Products (customs) cannot be cancelled once in production and are non-refundable.

## PAYMENT TERMS

Terms of payment will be established based on the credit rating and credit information provided by and for specific customers. Orders are invoiced at time of shipment. Standard payment terms are net 30 days.

## COM

For COM orders, please contact Workrite Customer Service for details and restrictions on fabrics and laminates not provided by Workrite.

## WARRANTY

Workrite warrants to the original purchaser that the products it manufactures are free from defects in design, material and workmanship. Subject to the limitations below, Workrite warrants each product in this catalog to be free from material defects in materials and workmanship for the life of the product. With prompt written notice, Workrite will repair or replace, free of charge, any product, part or component, which fails under normal use as a result of such defect. The following exceptions to the limited lifetime warranty apply:

- SwingArm is warranted for 10 years.
- Electrical components for lighting products are warranted for 10 years

- Electric components, motors and manual crank mechanisms are limited to 5 years.
- Customs and "specials" are warranted for 2 years.
- Fabric is warranted for 1 year.
- Florescent bulbs and non-standard special ergonomics products are warranted for 1 year.

Workrite's obligation under this warranty is limited to replacing or repairing any product or part that it determines to be defective after inspection by its authorized representative, following receipt of written notice of the defect from purchaser within the warranty period. This warranty shall apply to the original purchaser only, is non-transferable, and is not applicable outside the United States, Canada, and Mexico.

This warranty is based on normal installation and use of the product in an 8-hour shift. This warranty does not apply to:

- Damage in shipment caused by a carrier
- Defects caused by improper installation
- COM or third party materials applied to the products
- Customer modifications to the product
- Products subject to improper use and conditions.
- Any product that has been modified, altered, tampered with or repaired by any person other than an authorized representative of Workrite.

Labor charges and/or damage incurred in the installation, repair, or replacement of any products are excluded.

**THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT SHALL WORKRITE BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED.**