

# TERMS + CONDITIONS // GENERAL INFORMATION

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## INTRODUCTION:

Established in 1979, Arcadia has been serving the interior design community through well-crafted product, manufacturing expertise and a focus on providing value beyond furniture. By maintaining both a service-oriented perspective and an easy-to-do-business-with mindset, we have become a leading supplier of seating and table options for contract furniture markets that include corporate offices, educational institutions, healthcare, hospitality, government facilities and more.

The following represents 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 client services staff and Sales Representatives are available to assist with any questions you may have.

## PRICING:

All prices reflect standard products only. We reserve the right to modify prices without prior notification.

## TERMS:

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. Custom furniture specifications may require the remittance of a deposit, for both new and existing customers with an established credit approved account.

## ORDER ACKNOWLEDGEMENT:

An 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. **Please be advised that 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 client services 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, as applicable                         | 10. Purchase order number                              |
| 5. Finish (wood and/or metal finish)           | 11. Required arrival date, if applicable               |
| 6. Fabric (including any special instructions) | 12. Special instructions, if any                       |

## 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 restocking fees pending where the order is in the production process. **Any items, once fully manufactured and ready to ship, cannot be cancelled.** Contact client services for applicable charges.

## CUSTOMER EXTENDED SHIP DATES:

Orders submitted with prolonged ship dates, as well as requests to delay shipment after an order has been scheduled, will be subject to price adjustments to correlate with pricing in effect at time of shipment.

## 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 12.

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## CLAIMS:

Do not refuse merchandise damaged in transit. All shipments are picked up by 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 visible damage or shortages on the delivery receipt.

## PRODUCT WARRANTY:

Arcadia provides a lifetime warranty for all seating and table products to be free from defects in material and workmanship on structural frame components. All other materials fall under the applicable warranty periods listed in the table below. Customer's Own Materials (COM/ COL) are not included in this warranty. Please consult with upholstery material suppliers for performance criteria of individual selections.

<b>10-YEAR WARRANTY</b>	Foam Exposed Wood Components Tables Tablets
<b>4-YEAR WARRANTY</b>	Castors
<b>2-YEAR WARRANTY</b>	Stool Footrings
<b>1-YEAR WARRANTY</b> (or the extent the manufacturer will warrant further, whichever is lesser)	Fabrics (excluding COM) Electrical/Data Units

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. Field labor and service(s) are not covered under this warranty.

Warranty claims should be submitted, in writing, with a detailed explanation of the occurrence to our client services department.

**LIMITATION ON LIABILITY: IN NO EVENT SHALL ARCADIA BE LIABLE TO THE PURCHASER FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF ARCADIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

Some states do not allow the exclusion or limitation of incidental or consequential damages, hence the above restrictions or exclusions may not apply. This warranty provides you with specific legal rights and you may also have other rights that vary from state to state.

## WAREHOUSE AND STORAGE:

Due to limited storage space, orders will be shipped when completed. If storage is required, a fee of 3% of the order value will be applied per month, pending availability of space. Additionally, the order will be invoiced and payment due in accordance with the terms of the acknowledgement. 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.