

October 1, 2008  
800-424-2432

# Terms and Conditions

## PRODUCT PRICING

ALL PRICES LISTED IN KI PRICE LISTS ARE FREIGHT EXCLUDED OR DELIVERED PRICING. KI price lists and any prices contained therein are subject to change without notice. Prices applicable to all Customer orders shall be those in effect at the time KI receives a complete order from Customer unless: Customer and KI have in place a written special pricing or master supply agreement, which agreement specifies the prices to be paid by Customer; or Customer requests a product shipping date to occur more than one hundred twenty (120) days after KI's receipt of Customer's order (in which case KI shall have the option to apply to Customer's order the price list in effect as of Customer's requested shipping date). The most current KI price lists are maintained electronically and can be found at [www.ki.com/pricelists](http://www.ki.com/pricelists)

Any discounts are ineffective if, as a result of the discounts, the final selling price of any product offered in a KI quote would be lower than the corresponding price for that product under KI's multiple award schedule contracts with the United States General Services Administration (GSA). If the final selling price for any KI product in a quote would be below KI's price to GSA, KI will offer that product at the same price that KI offers to GSA. No other terms or conditions of KI's GSA contracts would apply to such sales.

## FREIGHT AND DELIVERY

### Freight Terms

KI reserves the right to select the "best way" shipment methods and means (including, but not limited to, determination of the carrier, method of shipment, and routing). Standard delivery shall be dock-to-dock delivery and shall occur Monday through Friday, 7:00 a.m. to 3:00 p.m. Products quoted as "Delivered Pricing" shall be "F.O.B. Origin," and freight charges are based on shipments to the 48 U.S. contiguous states. For shipments destined to other U.S. states or foreign territories, delivery will be made to a prearranged port. Customer shall prepay all freight charges and any extra expenses resulting from any request by Customer for after-hours, holiday, weekend, or specific time delivery, or special carrier, shipping method, (eg. air freight, exclusive use vehicle) packaging, and/or routing.

### Requests for Specific Delivery Time(s)

KI considers requests for delivery times and for drop shipments to job sites, and will undertake reasonable efforts to indicate any such request(s) to product carriers. KI may, in its sole discretion, extend to Customer the option of a carrier-guaranteed set delivery time at an additional cost to Customer. KI's liability for any damages incurred for any late deliveries, including labor and other expenses resulting from any such delays, shall be limited to a refund of the charge for the aforementioned guaranteed set delivery time.

### Accessorial Fees

Customer shall be responsible for the payment of all accessorial fees, including, but not limited to, charges necessitated by any of the following:

1. A need for special delivery equipment, including lift gates
2. Inside delivery
3. The absence of a loading dock
4. Redirection or re-consignment of product
5. Detention charges
6. Street unloads
7. Improper refusal of product

## Storage of Product

If, following KI's acknowledgement of Customer's purchase order, Customer requests a delay in shipment for any period greater than one (1) day from the scheduled ship date, Customer shall be responsible for the payment of the following storage fees:

1. Orders less than a full trailer (11 pallets or 24 feet or less): \$5.00 per day per pallet.
2. Full trailer: \$60.00 per day per trailer.

## Split Deliveries

Orders can be split shipped (including COM as it arrives) only with faxed or written authorization.

## Re-delivery of Freight

When re-delivery of merchandise is required because the customer is not ready to accept merchandise, and no notification of this fact is given to the factory at least one week prior to the scheduled ship date, the actual costs for freight, restocking and re-handling, plus 5% of the order value, will be billed to the customer. CAUTION: After obtaining a clear receipt for shipment, the delivering carrier is no longer responsible for damage or shortages.

## Fuel Surcharge Fee

KI's current fuel surcharge to Customer orders is three percent (3%). This surcharge may vary over time due to prevailing economic conditions.

## PAYMENT TERMS

### Net Thirty Days

Payment on all KI invoices shall be made in U.S. dollars within thirty (30) days of the date of each such invoice and without offset, back charges, retention, or withholding of any kind. Unpaid and delinquent invoices shall accrue interest at the rate of one and one-half percent (1.5%) per month, or the highest rate permitted by law, whichever is less.

### Leasing Provisions

KI offers a lease finance option. The first and last monthly payments are required at the time of signing. Lease quotations subject to IFC credit approval. Rates are based upon current market and subject to change without notice. Contact KI for a quote.

### Custom Deposits

Customer may be required to pay a deposit for the purchase of any custom or nonstandard products identified in Customer's purchase order. Any such deposit shall accompany Customer's purchase order.

### New Accounts

New accounts require the approval of a KI sales representative, credit references, and a valid tax-exempt or resale certificate (where applicable).

### Security Interest in Products

KI shall retain a purchase money security interest in all products sold to Customer and for which Customer has not made full payment. Customer agrees to execute any and all instruments necessary to document the creation of this security interest and/or to perfect the same. Customer further agrees to assemble and deliver to KI all products subject to this security interest in the event Customer defaults on Customer's payment obligations to KI.

### Collection Costs

In the event Customer defaults on Customer's payment obligations to KI, and KI employs the services of an attorney or collection agency to enforce these obligations, Customer shall reimburse KI for all of KI's actual collection costs and expenses (including actual attorneys' fees and court costs) upon demand.

## ORDER PROCESS

### Requirements of a Valid and Complete Purchase Order

KI requires a valid purchase order to be printed on an official company document and signed by an authorized agent of the customer.

In order to submit a valid and complete purchase order to KI, Customer must provide KI with the following information:

1. Sold to: Legal name, address (if KI is to bill the end user, provide end user purchase order made out to KI, or wholly owned KI subsidiary, or KI, c/o dealer) and phone number.
2. Ship to: Legal name and address.
3. Purchase Order Number: From the party KI is to bill.
4. Contact name and phone number: Person KI should contact with any questions regarding the order.
5. Shipping contact: Name and phone number of person to be contacted regarding shipping matters.
6. Tagging instructions.
7. Reference to special pricing agreement or master supply agreement with KI, if any.
8. Installation and/or design fees (if possible), freight (when applicable), and product information.
9. Product total (in quantity and net dollars).
10. Model number and full description (or include KI quote).
11. Colors (include all finishes).
12. Specials: Inquiry number if known.
13. Customer's Own Material ("C.O.M."): Order entry code (if known), manufacturer, pattern, color, name of company ordering the C.O.M.

### Acknowledgements

KI sends acknowledgements on all orders. Please read these acknowledgements and contact KI immediately if there is any discrepancy. In the event of any difference or inconsistency between KI's acknowledgement and Customer's purchase order, KI's acknowledgement will control. In the event the model number and description differ on the purchase order, the model number will be the determining factor. Any error or discrepancy on acknowledgement must be reported to KI in writing within three (3) working days of acknowledgement date. All acknowledgements contain an estimated shipping date, but an order may ship earlier than the estimated shipping date. If Customer desires delivery on or after a specified date, Customer must write "Do not ship for arrival before \_\_\_\_ [date] \_\_\_\_" on Customer's purchase order.

### Fax Orders

Orders may be sent to KI via facsimile (1-800-405-2264). If, following submission of a facsimile order to KI, Customer sends a confirming order, such confirming order must be marked "Confirming Order. Original order sent via fax." KI will not be responsible for any duplication orders caused by unmarked hard copy, duplicative confirming orders, or orders sent via facsimile more than once.

### Changes or Cancellations of Orders

Purchase orders acknowledged by KI cannot be changed or cancelled without KI's consent, which consent may be conditioned upon Customer's agreement to pay increased or additional expenses resulting from the requested change or cancellation, including but not limited to a twenty-five percent (25%) cancellation charge if order is cancelled or changed within a minimum of twenty (20) days prior to expected delivery date as acknowledged. Products with custom options cannot be cancelled or returned.

## Quick Ship Program

Quick Ship Program (QSP) leadtimes begin upon receipt of clearly marked and complete purchase order and approval by KI credit department. The QSP purchase order must be accompanied by the QSP purchase order cover sheet. Orders will only be processed as Quick Ship if all items on the order are included in the Quick Ship program. Quick Ship orders cannot be revised, cancelled, or returned. It is KI's intention to ship all QSP products within a period of 10 working days or less. Based on production capacity, KI reserves the right to cancel the Quick Ship Program without notice.

## C.O.M. FABRIC REQUIREMENTS

Fabrics to be supplied by Customer must be approved by KI for upholstery and flammability prior to acceptance of Customer's purchase order. Customer shall submit to KI a one (1)-foot square sample swatch with Customer's purchase order. Following KI's approval of Customer's fabric, Customer must contact KI for exact production yardage requirements (1-800-454-9796, ext. 2707). Thereafter, Customer shall ship its fabric to the appropriate manufacturing facilities below. When supplying Customers with materials, it is the responsibility of the Customer to ship the materials to the correct KI manufacturing facility (as stated on the product pricing pages of KI price lists or on [ki.com](http://ki.com)). Failure to ship the materials to the correct KI manufacturing facility will result in additional charges to the Customer for re-delivery of Customer's own materials to the correct KI manufacturing facility.

For products shipped from Green Bay, WI facility, ship material to:  
KI GreenBay  
Attn: C.O.M. Storage  
1330 Bellevue St.  
Green Bay, WI 54302

For products shipped from Manitowoc, WI facility, ship material to:  
KI Manitowoc  
Attn: C.O.M. Storage  
1400 S. 41st St.  
Manitowoc, WI 54220

For products shipped from Pembroke, Ontario facility, ship material to:  
KI Pembroke  
Attn: C.O.M. Storage  
Pembroke, Ontario K8A6X7

For products shipped from Bonduel, WI facility, ship material to:  
KI Bonduel  
Attn: C.O.M. Storage  
204 West South St.  
Bonduel, WI 54107

For products shipped from Pontotoc, MS or Tupelo, MS facility, ship material to:  
KI Tupelo  
Attn: C.O.M. Storage  
2112 Green St.  
Tupelo, MS 38804

For products shipped from High Point, NC facility, ship material to:  
KI-HN  
Attn: C.O.M. Storage  
217 Feld Avenue  
High Point, NC 27263



## TITLE, RISK OF LOSS, & DAMAGE OR SHORTAGE CLAIMS

### Title and Risk of Loss

Title to product shall pass to Customer upon delivery by KI to the carrier. For purposes of risk of loss, all shipments are "F.O.B. Origin"; and Customer acknowledges that, once KI delivers the product to the carrier, risk of loss shall pass to Customer. If you receive product that is freight damaged, the following steps must be taken:

1. Before signing for the merchandise, make careful notation of all damages on the bill of lading or delivery receipt.
2. Immediately file a claim with the delivery carrier. Request an inspection by the carrier agent.
3. The claim must be filed within fifteen (15) days of receipt of goods.
4. Retain all shipping cartons for inspection by the carrier agent. For concealed damages follow steps 2 through 4.

### Shipment Damage Claims

All products are packaged to comply with carrier requirements and leave KI's manufacturing facilities in good condition. Customer shall be responsible to carefully inspect all product upon delivery and before acceptance. Any damage discovered upon delivery must be noted on the bill of lading. Notification of damage discovered after delivery must be given to the carrier within fifteen (15) days immediately following delivery, and all damaged product must be kept at the point of delivery in its original packaging. KI shall not be liable for loss or damage to product that occurs in transit, and Customer's sole remedy for any such damages shall be to seek appropriate recourse against the carrier.

### Shortage Claims

Customer must report shortage claims to KI within ten (10) days immediately following delivery. Shortage claims reported after ten (10) days after delivery will not be honored.

### Returns

Product conforming to the specifications contained in KI's acknowledgement to Customer may not be returned to KI without KI's written consent, which consent may be conditioned upon Customer's agreement to pay re-handling and/or restocking charges and/or to prepay all freight charges on the return shipment.

## CODE & FLAMMABILITY STANDARDS COMPLIANCE

### Seating

1. California Technical Bulletin 117.  
All seating products manufactured by KI meet or exceed the standards set forth in California Technical Bulletin 117 and are labeled accordingly.
2. California Technical Bulletin 133.  
KI offers numerous products that can be manufactured to meet the flammability requirements set forth in California Technical Bulletin 133. For products to meet the requirements of the open-flame test, changes in materials are made. Restrictions are placed on fabric selections and product type. When ordering product to comply with California Technical Bulletin 133, the "FR" option must be selected in the model number string. Please see individual sections in the price list for additional cost and lead times, which vary between products.

### Panels

ASTM E84 (equivalent to UL 723 and National Fire Protection Association NFPA 255) is the test method used to determine the Flame Spread and Smoke Developed Indices of the system, consisting of the core substrate, fabric covering, and adhesive. NFPA 101, for Life Safety Code, defines acceptable Flame Spread and Smoke Developed Indices that have been adopted by the federal and many state or local governments as law in the form of building codes and regulations. Panel cores have been judged acceptable for the use with UL Recognized Component Office Panel Fabrics. Contact KI for the current list of fabrics that are acceptable for use.

### Style and Fabric Availability

Many styles can be manufactured to comply with TB133, depending on the fabric content of a selected upholstery textile. When considering C.O.M. fabrics, submit the material attached to its composition description card to KI for approval.

\*Certain C.O.M. materials may require a sample burn test for certification. A sample product will be built with C.O.M. material and tested. The cost of testing must be added to the cost of a test sample including appropriate upcharges to receive certification.

### Pricing

TB133 requires special construction procedures, and an upcharge applies to each product ordered as such.

### General Information

Specifications, test procedures and requirements pertaining to flammability regulations can change. KI will make every effort to keep our information and services pertaining to flame specifications up-to-date. However, we reserve the right to alter the products, fabrics/leathers, or upcharges associated with any of the above or any other flame specifications.

## MISCELLANEOUS

### Weights and Dimensions

All weights and dimensions listed in KI's price or product listings are approximate.

### Statute of Limitations

Except as specifically set forth in these Terms & Conditions, no claim arising out of or in connection with products purchased from KI, these Terms & Conditions, or any product warranty applicable to any KI product may be brought by Customer more than one (1) year after the cause of action on which it is based has accrued.

### Jurisdiction and Venue

The interpretation and application of these Terms & Conditions and any product warranties applicable to products purchased by Customer from KI shall be governed in all respects by the laws of the State of Wisconsin, U.S.A., without reference to the rules of any jurisdiction concerning conflicts of laws or the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Customer agrees that all disputes arising from the interpretation or application of these Terms & Conditions or any product warranty shall be subject to the exclusive jurisdiction of and venue in the federal and state courts located in Green Bay, Wisconsin, or within Brown County, Wisconsin, U.S.A.; and Customer hereby consents to the personal and exclusive jurisdiction and venue of these courts.

### Notification to KI

Except as set forth elsewhere in these Terms & Conditions, all inquiries and correspondence to KI should be directed to:

KI  
1330 Bellevue Street  
P.O. Box 8100  
Green Bay, WI 54308-8100  
Phone: 1-800-424-2432

### Force Majeure

KI shall not be liable for failure to perform or for delay in performance due to fire, flood, strike, or any other labor difficulty, act of God, act of any governmental authority or of Customer, riot, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or manufacturing facilities from usual sources, or failure of suppliers to meet their contractual obligations, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, KI reserves the right to extend the date of delivery or time for completion by a period of time reasonably necessary to overcome the effect of such delay, to allocate any available supply of goods in a manner it deems reasonable, or to cancel any purchase order.

### Product Warranties

These Terms and Conditions and Product Warranties may change from time to time. Purchases of products from KI shall be subject to KI's then current Terms and Conditions which can be found at: [www.ki.com/terms](http://www.ki.com/terms)

# Product Warranties

## RIGHTS AND WARRANTIES

The following KI product warranty applies to products manufactured after May 31, 1997 and manufactured and/or distributed from a manufacturing site in North America (U.S., Canada, Mexico.)

This warranty is given to the initial purchaser and is valid for as long as the initial purchaser owns the product. The warranty, which runs from the date of manufacture, covers defects in materials and craftsmanship found during normal usage of the products during the warranty period. If a product is defective, and if written notice of the defect is given to KI within the applicable warranty period, KI at its option will either repair or replace the defective product with a comparable component or product, or provide a refund of the purchase price. Replacement product does not include labor. The **Lifetime Warranty** applies regardless of the number of shifts the product is used each day, unless specified as an exception. All non-lifetime product warranties are a single 8 hour shift per day unless otherwise noted.

This warranty does not apply to damage caused by carrier, alterations to product not expressly authorized by KI, nor to products considered to be of a consumable nature such as bulbs, light ballasts, and surge suppression products. It also does not apply to "Customer's Own Material" (i.e., material supplied by the Customer that is not a standard KI product offering) used in the manufacture of KI products. KI does not warrant the matching of color, grain or texture, except to within commercially acceptable standards. A product will not be considered defective, and KI will not be obligated to replace it, if the product is subject to any of KI's written planning, installation or user guides, and is not installed or used as recommended therein.

Modification to U.L. Listed products eliminates the listing.

EXCEPT AS STATED ABOVE, KI MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY PRODUCT AND IN PARTICULAR MAKES NO WARRANTY OF FITNESS FOR ANY PARTICULAR USE. AT KI'S OPTION, PRODUCT REPAIR, REPLACEMENT, OR REFUND OF PURCHASE PRICE IS THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY AND ALL PRODUCT DEFECTS.

KI will not be liable for consequential, economic, or incidental damages arising from any product defect. International Warranties may differ.

## PRODUCT LINE

**Architectural Walls** \*\*Validate high wear parts listed in miscellaneous section below.

- Genius Wall® (except wood veneer wrapped parts, wall coverings, & mechanical parts such as door hardware & sliding door mechanisms)
- Genius Wall - wood veneer wrapped parts
- Genius Wall - wall coverings & mechanical parts such as door hardware & sliding door mechanisms
- SystemsWall®

**Classroom Furniture** \*\*Validate high wear parts listed in miscellaneous section below.

- Dorsal™ 1090, Dorsal Student Desk
- 360° Desk, Intellect®, and Ivy League™ (except lift lid supports)
- Ivy League lift lid supports

**Deskings** \*\*Validate high wear parts listed in miscellaneous section below.

- True®, WorkZone®, and 700 Series® Desk
- Adjustable WorkZone & Genesis®

**Files & Storage** \*\*Validate high wear parts listed in miscellaneous section below.

- Essex™, E-Series®, 700 Series, Pivotfile (except drawer/door slides)
- Files & Storage - drawer/door slides

**Fixed Seating** \*\*Validate high wear parts listed in miscellaneous section below.

- Auditorium Seating- Aria®, Concerto®, and Lancaster® (except tablet arms)
- Auditorium Seating - tablet arms
- Fixed Seating- Jury Base, Single Pedestal, Sequence, Seminar, and University (except spring & bushings)
- Fixed Seating - springs & bushings

**Panel Systems** \*\*Validate high wear parts listed in miscellaneous section below.

- All Terrain®, Flexible WorkSpace®, System 3000®, and Wireworks® (except Balance Overheads & Electrical Products)
- Balance Overheads & Electrical Products

**Residence Hall Furniture** \*\*Validate high wear parts listed in miscellaneous section below.

- Residence Hall - Madison & Trendmaster
- Residence Hall - RoomScope® & Sustain®

**Seating** \*\*Validate high wear parts listed in miscellaneous section below.

Note: Refer to [ki.com/pricelists](http://ki.com/pricelists) for specific product names.

- High Point products - Multiple/Healthcare Seating, Lounge Seating, Guest Seating, Professional Seating, Benches
- High Point products - fabricated metal frames, controls, columns, casters, exposed wood framed chairs
- High Point products - sleeper mechanical controls, recliner mechanical controls, glider mechanical controls
- High Point products - High Point offered fabrics & leathers, sleeper mattresses, laminate or glass top surfaces, high wear parts such as nylon bushings, wood veneers, other covering material, foam
- Folding Chairs & Stools
- Chair Casters & Storage Casters
- Stack/Nesting (including tablet arms), Task/Desk (except Engage® 24/7 and Heroic®), Public Seating (including tandem seating & GateOne®)
- Engage 24/7 and Heroic Seating
- KI Healthcare - LaResta®
- KI Healthcare - Daybed, Sleep Chair™, The Warren Chair®, Rose™, & Companion Seating

**Tables** \*\*Validate high wear parts listed in miscellaneous section below.

- Powered Tables - DataLink®, InTandem®, PowerComm®, Flat Screen Garage®
- Contract Tables - Barron®, DataLink Multipurpose, Hurry Up!®, Junior, Portico™, Trek®, Venue®
- Folding Tables & Accessories, Activity Tables, Table Caddies
- Table Casters & Storage Casters
- High Point Tables (except wood framed tables)
- High Point wood framed tables
- High Point products - High Point offered fabrics & leathers, sleeper mattresses, laminate or glass top surfaces, high wear parts such as nylon bushings, wood veneers, other covering material, foam
- Tops with Resin Edge, ValueLite®, DuraLite™
- Uniframe® Table Tops with perfect edge only (excludes frame)
- Uniframe Tables - frames, tops with bullnose edge, cylinders, and convertible benches

**Miscellaneous** \*\*Validate high wear parts listed below.

- Gadgetz™ Desktop Accessories
- Casegoods - Aristotle, Darwin, DaVinci, and Delsanti (structural integrity only)
- Library Furniture - Archive™
- Library Furniture - Crossroads®
- Site Furnishings - Indoor Products
- Site Furnishings - Outdoor Products
- Wharton™ Lectern

\*\*High wear parts such as wood veneers, KI fabrics, other covering material/finishes, foam, glides, springs, bushings, user adjustable height work surface mechanisms and PowerUp®

- Third Party Supplied Product
- Non-standard Product that does not alter function, but only finish (i.e., paint color, laminate, plastic color, grommet removal )

- Non-standard Product that does alter function

## WARRANTY

10 Years

5 Years

1 Year

10 Years

10 Years

15 Years

5 Years

Lifetime

10 Years

Lifetime

10 Years

10 Years

2 Years

10 Years

1 Year

Lifetime

10 Years

15 Years

10 Years

Lifetime

5 Years

3 Years

1 Year

5 Years

5 Years

10 Years

10 Years - 24 hour use

Lifetime

10 Years

Lifetime

10 Years

5 Years

5 Years

5 Years

Lifetime

5 Years

1 Year

10 Years

Lifetime

10 Years

15 Years

Lifetime

10 Years

15 Years

10 Years

3 Years

10 Years

1 Year

Supplier Warranty

Standard Product

Listed Above

1 Year

