

panel & freestanding systems, casegoods, storage,  
accessories, seating, architectural products  
[[insert date] 2013]

### Applications of Standard Terms

Sales of TEKNION products are made only on TEKNION's standard terms and conditions of sale which are contained in the Price & Product Guide and in TEKNION's order acknowledgements. These standard terms and conditions may be modified or supplemented only by a separately written document signed by TEKNION's authorized personnel at its head office in Toronto, Canada. These terms supersede any contrary provision presented by Customer in any written form or otherwise and may not be changed in any manner other than in writing signed by an authorized representative of Teknion. To the extent that these terms and conditions constitute an acceptance by TEKNION of any offer by Customer, the acceptance is expressly conditioned on Customer's assent to terms and conditions herein which are additional to or different from those presented by Customer. To the extent that any portion of these terms and conditions constitute an offer, acceptance is expressly limited to the terms of this offer.

All illustrations, specifications and prices are based on the latest product information available at the time of publication approval. TEKNION reserves the right to make changes, at any time and without prior notice, to prices, colors, materials, specifications and models offered.

### Prices

The prices shown, as well as those quoted by TEKNION, shall be United States dollars.

Prices listed are for standard product. Special product quotations are available through TEKNION's International Department in Toronto, Canada.

If shipping date requested is more than 90 days from date of order, TEKNION shall have the right to use published list prices effective at the time of shipment.

Not included in the list price is special or export packing, freight, unpacking and installation. Orders are invoiced at the time of shipment. Any products sold shall remain the property of TEKNION until paid for

in full. The Customer agrees to perform all acts which may be necessary to perfect and assure retention of title to such products in TEKNION until such time as the products have been paid for in full.

### Taxes

All sales, use, excise and other applicable taxes (depending on actual shipping terms) are the Customer's responsibility and will be invoiced to the Customer. If the Customer claims an exemption from such taxes, it shall be the Customer's responsibility to furnish an appropriate exemption certificate to TEKNION.

### Order Information

TEKNION requires that all orders be submitted electronically to avoid errors and/or duplication. Orders will be acknowledged on TekniOnline™. The details appearing on TekniOnline™ will describe the items to be shipped to Customer. Customer must verify that the shipping details and product line items are correct. If not, the Customer should notify TEKNION immediately. Acknowledgement shows approximate shipping date of items ordered. Shipping dates are assigned to orders based on the item having the longest manufacturing lead time. Orders with Customer's Own Material (COM), missing or incorrect information (finish selections, fabric selections, etc.) will be scheduled for manufacturing upon receipt of COM and correct complete information.

Customer must indicate if multiple shipping schedules are required.

### COM Customer's Own Material

Should Customer request a fabric not standard to TEKNION's upholstery offering, Customer must submit sample yardage prior to submission of an order. TEKNION will determine whether fabric is suitable to manufacturing process and meets applicable code requirements. Should TEKNION be required to test such fabric, it shall so advise Customer, and Customer shall be responsible for all costs associated therewith.

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Fabric yardage requirements will be advised by TEKNION. An additional charge may be made to cover the cost of cutting, matching or sewing unusual or directional patterns. TEKNION shall have no responsibility for condition, quality, performance, physical properties or any other aspect of COM. Price as if "Grade A" fabric used.

TEKNION reserves the right to reject any COM deemed unsuitable.

TEKNION reserves the right to cancel an order at any time if COM is, in TEKNION's sole discretion, inadequate for any reason.

**COM Ordering Procedure**

- All COM must be accompanied with a fully completed TekniPlate, together with sample fabric clearly indicating correct fabric side and pattern direction.
- If fabric has not been pre-approved, upholsterability testing and U.L. fire testing are required.
- Please allow 7 business days for testing.
- Customer is responsible for the cost of U.L. testing/listing.
- TEKNION will notify Customer of test results.
- The Customer is responsible for shipment of its COM to TEKNION's factory. The fabric must arrive 10 days prior to the shipping date and be labeled with all the following information:  
 Customer's Name  
 TekniPlate Number  
 Customer's PO Number  
 Fabric Name and Color Number  
 Fabric Width  
 Fabric Content
- Fabric Must be Shipped to:  
 (Customer's Name)  
 c/o TEKNION LIMITED  
 1150 Flint Road

Toronto, Ontario  
 Canada  
 M3J 2J5  
 For Customs Clearance:  
 Welke Customs Brokers Ltd.  
 Toronto, Ontario  
 Canada  
 M9W 5R8

- Attached to the package should be (i) a sample of the fabric, and (ii) paperwork indicating the fabric content and its net value.

**Changes and Cancellations**

A request for change or cancellation can be made within 5 business days from date that the order is scheduled where lead times are 4 weeks or greater, 3 business days from date that the order is scheduled where lead times are from 3 to 4 weeks, and 2 business days from date that the order is scheduled where lead times are less than 3 weeks. Change Order cut off dates can be found on TekniOnline™ after your order has been scheduled by TEKNION. No changes can be made on product currently in production, or Run Throughs, Short Orders or Xpress, mockups, Expansion Wood products and products with COM. Revised acknowledgements can be printed from TekniOnline™ at any time after confirmation that the change has been accepted.

Changes to products on an order or cancellation may be subject to cancellation or restocking charges, at the sole discretion of TEKNION.

**Shipment**

Products shall be shipped Ex Works ("EXW") from the applicable manufacturing facility, unless otherwise stated on a special quotation. INCOTERMS 2010, or the most recent version

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valid at the time of the sale of the Goods to the Customer, shall apply to all shipments.

Delivery shall occur and risk of loss or damage to the product shall pass to Customer EXW applicable manufacturing facility, unless otherwise agreed upon by Customer and TEKNION. Customer is responsible for filing claims with the carrier for losses or damage to the product occurring during transit, including concealed damage.

#### **Origin, Method of Shipment and Routing**

At time of order, the Customer shall specify the method of shipping and the selected freight forwarder for shipment purposes. TEKNION will coordinate the shipment with the customer and freight forwarding agent. Contact:

Customer Service  
TEKNION LIMITED  
1150 Flint Road,  
Toronto, Ontario  
M3J 2J5  
(416) 661-3370

with questions concerning shipping information on acknowledged orders.

#### **Code Restrictions**

TEKNION's products are portable furniture and as such may be subject to local fire, electrical and/or building codes applicable to portable furniture. However, since local codes vary from area to area, the Customer is responsible for the proper application of TEKNION items within the limitations of local codes.

#### **Deposit on Special Orders**

Orders for non-standard products may, at TEKNION's sole discretion, require deposit prior to scheduling of production, the amount of

the deposit being credited against the total price of the project.

#### **Service**

Service problems are normally handled by the TEKNION authorized dealer, as appropriate. Where this cannot be accomplished on a local level, please contact TEKNION at 416-661-3370 for assistance.

#### **Storage**

In the event Customer requests postponement of delivery beyond the acknowledged shipping date after the products have become work in progress, or at the time when TEKNION is then about to make shipment, TEKNION may transfer the products to storage for Customer's account and at Customer's risk and expense. Such transfer to storage shall be deemed delivery to Customer for all purposes, including invoicing and payment.

#### **Delays**

TekniOnline™ will state a shipping date which is TEKNION's best estimate at the time the order is acknowledged. However, TEKNION shall not incur any obligation or liability to Customer for failure to ship by specified date unless TEKNION has agreed to an unequivocal, firm shipping date in a separately signed written document executed by its authorized personnel. In addition, TEKNION shall not be liable for any loss or damage resulting from any delay or failure in shipment or other failure to perform all or any part of the agreement between the parties with respect to the products shown on the face of the acknowledgement where such delay, failure, loss or damage is the proximate result of any act of any government authority or political subdivision thereof, revolution, riot, civil disorder or disturbance, act of enemies, delay or default in transportation, strike disputes among or between labor unions or other labor disputes, delay or inability in obtaining materials and facilities, fire, flood, act of God or any cause not within the

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reasonable control of TEKNION, whether of the class of causes enumerated or otherwise. Without limiting the generality of the foregoing, TEKNION may, without causing breach or incurring liability, allocate products which are in short supply, regardless of the reasons therefore, among Customer and other customers, in any manner which TEKNION, in its sole discretion, deems advisable.

**Suspension**

In the event that the Customer defaults in the payment of any sum due to TEKNION, or in the event the Customer's financial condition becomes unsatisfactory to TEKNION, TEKNION shall have the right, at its option, upon notice to the Customer, to defer or discontinue shipment of any products until such time as the default is cured or Customer provides assurance of payment to TEKNION in such form, content and/or amounts as TEKNION, in its sole discretion, deems adequate.

**Back Charges**

TEKNION will not accept charges for expense incurred by the Customer in expediting shipments. TEKNION will not accept charges for the repair of damage caused by others.

**Claims**

TEKNION is not responsible for damage occurs in transit or in storage. The carrier for all products received in apparent order. It is the Customer's responsibility to examine products upon receipt and to file claims with the carrier within such time frame outlined by the carrier.

For concealed damages, shortages or in products, Customer shall file claims directly

TEKNION in writing, within 30 working days after delivery.

Failure by the Customer to submit a claim within such time periods shall constitute acceptance of the products and waiver of any claims for damages or shortages. Failure to provide proper documentation may result in claim denial.

For defective products, the Customer shall file claims directly with TEKNION and such defects shall be remedied subject to TEKNION's Lifetime Warranty.

**Returns**

No returns of products will be accepted without TEKNION's prior written consent. Should Customer wish to return any standard TEKNION product, Customer must request a Return Goods Authorization ("RGA") form from TEKNION. TEKNION reserves the right to approve and/or deny RGAs at its sole discretion. All such approved returns must be shipped freight prepaid unless otherwise indicated by TEKNION, and standard items may be subject to a restocking charge. Worksurfaces, panels, elements, all upholstery items, and special products are the property of Customer and cannot be returned under any circumstances. Other standard items already in production are subject to a cancellation charge, to be determined at the sole discretion of TEKNION. Returned products will only be accepted if received by TEKNION in the condition in which they left the factory. Credit will be issued only after inspection of returned products. Damaged products will be refused and returned to the shipper.

**E. and O.E.**

All quotations, acknowledgements and invoices are subject to corrections for any errors and omissions.

**Tolerances**

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All dimensions must be limited by a specified tolerance.

When not specified it is understood that TEKNION's normal tolerances and standards shall apply. When Customer has submitted its own plans and/or specifications, TEKNION will not be responsible for the design and fitting of parts. The conforming of TEKNION products to the specified tolerance is sufficient evidence as to the correctness of the product. Standards of finish, quality and appearance shall, unless specified in writing, be the normal standards of TEKNION.

**Offer of Sale**

Possession of the price list or any other literature shall not imply TEKNION's willingness to sell to the holder and shall not be construed as a direct offer of sale.

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