

## Segis USA, Inc.

### TERMS AND CONDITIONS OF SALE

**Orders and Order Acknowledgements** – All orders must be submitted in writing via mail, fax, or e-mail; Segis will confirm on Segis USA until the order acknowledgement is issued. The order acknowledgement is the final expression of the agreement between the customer and Segis USA and supersedes all prior oral and written statements regarding the order. The acknowledgement can be modified only in writing from Segis USA or by an acknowledgement issued by Segis USA.

**Order Scheduling** - Orders will be scheduled for production only after the following:

- Cover samples for all upholstered pieces have been submitted and approved
- All COM's/COL's have been received and inspected
- Special finishes have been approved
- Ordering information questions have been answered
- Credit has been approved
- Required Deposits have been received

**Change Orders**- Segis USA is not required to accept changes requested after the order acknowledgement; however, as a general rule, Segis USA will accept reasonable changes with the following conditions:

- Change order must be received in writing before the order is put into production
- The request for change must be submitted in writing and received in time to be implemented
- A revised order is subject to additional charges for material, labor, and administration costs

**Cancellations** - Orders may not be canceled by the customer without the prior written consent of Segis USA. A cancellation or restocking charge of up to the total amount of the order is applicable on orders canceled. If orders containing customers own material/leather (COM/COL) are canceled after production has begun, the COM/COL cannot be returned or credited.

**Prices** – 2023 published prices are list, F.O.B. freight paid by Segis USA, to any one destination (dock to dock) within the continental United States; see the Minimum Shipment Upcharges details on page 4). Outside the continental U.S. additional freight charges will apply to point of export. Because of frequent fluctuations in raw materials and freight charges, Segis USA reserves the right to change prices without notice. All orders are accepted subject to prices prevailing at time of order. Prices do not include:

- Storage or insurance charges
- Sales or other taxes
- Local delivery, unpacking, or installation

**Storage** - When merchandise is ready and the Buyer cannot accept delivery, the listed storage charges below will be assessed: (Charges are based on a five day week, i.e. \$25 per day would equal \$125 per week.) Note: Storage fees are to be prepaid.

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|----------------------------------|----------------------|
| A. Quantity of 25 items or less: | \$25.00 per day      |
| B. Quantity of 26 to 100 items:  | \$1 per item per day |
| C. Quantities exceeding 100:     | Require quote        |

**Partial Deliveries** – Segis USA reserves the right to make partial shipments, unless specified otherwise on the original purchase order; invoices covering these shipments are to be paid as they come due.

**Shipping** - All quoted delivery dates are approximate and all orders are subject to delay or failure of delivery due to strikes or other labor difficulties, acts of God, war, riot, fire, accident, compliance with government regulations or other causes beyond Segis USA's control. Segis USA is not liable for any delay in shipment. All Segis USA shipments are made on a dock-to-dock basis. Inside, residential or call before delivery services are subject to additional charges by the carrier. Segis USA does not provide set-up or installation.

**Credit** - We invite customers to open accounts on our usual terms. If your firm is not listed with a recognized credit agency you are requested to enclose one bank reference and three trade references with your initial order. We reserve the right to cancel or change credit terms at our discretion and to request advance payment at any time.

**Special Orders** - A minimum 50% non-refundable deposit is required on all special or custom items not normally stocked.

**Terms of Payment** - Terms of payment are Net 30 days from the date of invoice. Payment is due when the invoice is issued and is considered delinquent if not paid within 30 days. In the event of delinquency, the customer shall be liable for collection costs including attorneys' fees. Interest will be charged at the rate of 1½% per month on delinquent accounts. No statement will be rendered unless requested.

**Returns** - No return of merchandise will be accepted without our written consent and shipping instructions. Unauthorized returns will not be accepted and will be returned freight collect. Authorized returns must be made on a freight prepaid basis to Segis USA's designated destination and are subject to substantial restocking charges (25% to 80% of invoice amount). Special order items are not subject to return.

## **CLAIMS AND RECEIVING INFORMATION**

**Claims** - Segis USA is not responsible for damages or losses incurring in transit. All furniture is shipped at the purchaser's own risk after it has been carefully inspected and securely packed. It is accepted as such by the carrier. Before accepting merchandise from the carrier, customer should carefully inspect all items and note any loss or damage on the delivery receipt. If there is loss or damage, make immediate claim with the delivering carrier. In case damage is concealed and not determined until furniture is unpacked, keep the packing and notify the carrier immediately for an inspection. Failure to make such a claim shall constitute acceptance of the merchandise and waiver of any defects, errors or shortages. **Contact Segis USA if you have questions on how to proceed: 423-317-0162.**

### **Important Receiving Information and Procedures:**

1. Sign "NO VISIBLE DAMAGE" on BOL if the shipment appears to be OK.
2. Note Any Visible Damage or Shortages on the BOL and make the driver sign it; make a copy of signed BOL.
3. Report CONCEALED DAMAGE within 7 DAYS of RECEIPT. KEEP BOXES & PACKING.
4. Immediately call the Carrier for inspection of visible or concealed damage.
5. Contact Segis if you have questions on how to proceed: 423-317-0162.

**Other Claims** - All claims against Segis USA other than valid warranty claims, including claims for shortages and errors, must be made within ten days after delivery. Failure to make any such claims against Segis USA within a ten day period shall constitute acceptance of the merchandise and waiver of any such shortages, errors, or other claims.

## **CARE AND MAINTENANCE -**

**Metal Chairs & Stools** – should be inspected each month for signs of structural failure (welds, tabs, hardware, etc.); take out of service immediately if problems noted. Missing glides should be replaced to avoid tipping/slipping.

**Metal Frames** – Clean with soft cloth or sponge and a mild detergent solution; rinse than dry with soft cloth or buckskin. DO NOT USE aggressive products such as acids, solvents, or solutions containing chlorine or ammonia. Powder detergents, steel wool, and plastic fiber sponges can ruin the surfaces. Die-cast aluminum frames with chrome plating can occasionally have some slight peeling in heavy use environments.

**Wood Chairs & Stools** - At least every three months perform a thorough inspection of each piece. Particular care should be taken in inspecting the seat rails and bottom and front side rails for loose joints. One loose joint will put extra pressure on the remaining joints, eventually resulting in loosening of all joints. This could result in the chair's collapsing. In the event that any of the joints become loose, you should take the chair out of service. Each chair should be periodically cleaned (the wood finish) with a water-soluble solution to remove built up grease and grime. Do not leave cleaning solution on too long. Wood chairs should not be exposed to extreme temperatures, particularly heat or moisture, near cooking facilities.

**Upholstery** – Leather: can be cleaned with a mild saddle soap using care as color may darken. Vinyl can be cleaned with a mild soap and water solution or good grade automotive vinyl cleaner. Do not allow stains to set. Fabrics are quite varied; it is best to determine the composition of the fabric then clean with a substance recommended for that composition; the fabric source would have recommendations for each pattern.

**Polypropylene, Polycarbonate, Polyurethane (Derby & Uno)** – Periodic cleaning can be done using a simple lukewarm solution of Ivory Liquid; rinse and dry with soft rag or buckskin. DO NOT USE aggressive products such as acids, solvents, or products containing alcohol, chlorine, or ammonia. Powder detergents, steel wool, and plastic fiber sponges can ruin the surfaces. Long term exposure to direct sunlight may cause some color change but does not affect strength of the product. When matching existing product, there may be some color variation.

## **FLAMMABILITY –**

**Flammability Codes/Foam** - All standard Segis USA products are manufactured to meet the flammability requirements of California Technical Bulletin #117. Alternative fire barriers or foam with properly treated fabric have been approved by the suppliers to meet the Boston Fire code rating. It is the customer's responsibility to determine local flammability requirements. Some standard Segis USA products have been tested and meet the California Technical Bulletin #133 by using available fire barriers and various fabrics. Contact the factory for details.

### **FIRE BARRIER: GUILFORD OF MAINE, FIREGUARD, G 220®**

The barrier will help items pass the California Technical Bulletin 133 test. The barrier is applied over the foam; it is not a treatment of the fabric. **Call for the list upcharge**

**California Technical Bulletin #133 Certification** requires specific testing of a unit constructed exactly as the unit(s) being specified for the project. If this certification is required, the customer is responsible for the cost of the test unit, the cost of any COM fabric, plus the cost of the test itself. These costs must be added to the purchase order. **Call for information and pricing.**