

# TERMS AND CONDITIONS

## CONTACT INFORMATION

Please contact Sauder Education® with questions or for assistance.

Sauder Education®  
201 Horton Street  
Stryker, OH 43557  
Phone 800.537.1530  
saudereducation.com | sales@saudereducation.com

Sauder Education is a brand of Sauder® Manufacturing Co.

## DEFINITIONS

Company means Sauder® Manufacturing Co., its servants, employees, and agents and includes Sauder® Manufacturing Co; Sauder Worship Seating®; Sauder Education®; Sauder® Courtroom Furniture; Wieland; Butler Human Services®; Sauder® Courtroom Seating; and any affiliated, predecessor or successor entities.

## GENERAL TERMS

### EXCLUSIVE CONTRACT TERMS

These Terms and Conditions shall be deemed incorporated as a part of every contract to purchase goods from the Company. By entering into a purchase contract with the Company and accepting delivery of the goods, Purchaser agrees that these Terms and Conditions are the sole and exclusive statement of all such terms and conditions, that the contract is limited to these terms and conditions, and that any different or additional terms and conditions proposed by Purchaser are objected to and shall not become a part of the contract unless expressly accepted by Company in writing.

### AUTHORIZED DEALERS

Possession of these terms and conditions, product information and/or price list does not imply the right to purchase products illustrated and priced therein. Sales are confined to accounts with credit approval only. A minimum of 30 percent down payment is required on all orders until credit is established.

### APPLICABLE LAW

The Contract shall be governed by the substantive laws of the State of Ohio. The sole and exclusive jurisdiction and venue for the enforcement or any rights or obligations relating to the contract or the goods shall be in the Fulton County, Ohio Court of Common Pleas or the United States District Court for the Northern District of Ohio, and the parties consent to the jurisdiction of these courts as a part of this transaction. The Company shall be entitled to recover its reasonable attorney's fees, costs and expenses in connection with any action taken by Company to enforce the contract (including these Terms and Conditions).

### GOVERNMENT REGULATIONS

Customer shall comply with all applicable governmental laws, codes, and regulations, including building and fire codes applicable to this purchase and including design, type of material and installation arrangements thereof.

## PRICES & PAYMENT TERMS

### PRICES

Published prices are list, FOB destination, per zone destination. Prices do not account for special delivery situations including the following, which are the responsibility of the Purchaser:

- Dedicated delivery appointments
- Lift gate

- Multiple drops on site per shipment
- Multiple shipments per order (that could be accommodated by one delivery)
- Charges for cartons, packaging, and crating, beyond the normal Company shipping methods
- Storage or insurance claims
- Sales and other taxes
- Local delivery, uncrating, and installation (if applicable)

Prices on Order Acknowledgments are net. Company reserves the right to change prices prior to Order Acknowledgment without notice. Company reserves the right to increase prices or any part thereof, if Purchaser delays delivery of the furniture beyond 8 weeks from receipt of any of the following: Order Acknowledgment, signed order contract, receipt of subcontract, and/or receipt of signed purchase order.

In addition to any other right of Company to increase prices as set forth herein, in the event Purchaser, for any reason, directs delivery of goods and services ordered to occur beyond 8 weeks from receipt of any of the following: Order Acknowledgment, signed order contract, receipt of subcontract, and/or receipt of signed purchase order, Purchaser shall bear the risk of and be responsible to pay Company any price increases that may occur in connection with the goods and services ordered as well as storage costs arising from or incurred as a result of same. Company reserves the right to require a non-refundable deposit be paid by Purchaser to Company in the event of the foregoing.

### PERFORMANCE BONDS

If a bond is required, the cost shall be 1% of the total Contract. If a bond is not specifically listed on the Contract it is not included. If a bond is purchased, the bond will only cover substantial completion of the project plus one year of the warranty period.

### TAXES

All sales are subject to sales tax unless a valid sales tax exemption certificate or resale certificate for the ship-to state accompanies the order.

### INVOICING

Product will be invoiced at the time of shipment, or as designated by the Order Acknowledgment. If a partial order is shipped and a back order is created, Purchaser will be invoiced for the portion that shipped.

### TERMS OF PAYMENT, SECURITY INTEREST AND LIEN RIGHTS

Credit will be established based upon Company's determination of credit worthiness. A deposit or prepayment may be required on certain accounts after credit review. Credit terms are 30 days net from date of invoice and/or as designated by the Order Acknowledgment. Company may cancel or change credit terms at its discretion and may request advance payment at any time. No order will be released for production without a credit approval from the Credit Department. Company may at its option, and without notice, raise or allow charges in excess of any credit limit granted. Purchaser understands and agrees that (the Purchaser) is responsible for all charges on the account. All payments due to Company shall be paid without any set-off or claim.

Purchaser agrees to pay a service charge of 1.5 percent per month or as allowed by law on all past due accounts. A past due account is an account that remains unpaid for more than 30 days. Until such time that an account and/or an order is paid in full to the Company, Company shall retain a security interest in and lien on all materials, merchandise, furnishings, and/or goods manufactured, provided, delivered or otherwise on said account and/or order. Company reserves and may exercise any and all rights and remedies with respect to said materials, merchandise, furnishings, and/or goods

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against the Customer and/or any individual or entity in possession of or claiming an interest in said materials, merchandise, furnishings and/or goods, including but not limited to demanding assembly of the goods at the direction of Company, re-taking possession and selling and applying proceeds of any sale toward the account, and/or filing suit. All charges are payable according to these terms and conditions unless otherwise prearranged and agreed to in writing by Company.

## TITLE & RISK

Title to all goods shall pass from Company to Purchaser upon Company's receipt of payment in full under this Contract or any change thereof.

Risk of loss or damage to the goods becomes the responsibility of Purchaser upon delivery. Unless otherwise specified in writing, Company will determine the method of shipment and carrier. If products are shipped via Purchaser's choice of carrier, Company is not responsible for damage in shipment.

Purchaser will insure the goods against all insurable risks in the name of Purchaser and also in the name of Sauder Manufacturing Co. as the unpaid vendor for their full insurable value.

## ORDERING & LEAD TIME

### ORDERING

A signed purchase order or contract received via mail, fax or email is required before an order is processed. In addition, credit applications, credit references and/or advance payments may be required for newly established accounts. Orders are not scheduled in production, nor materials purchased, until all details are received.

### ORDER ACKNOWLEDGMENT

Orders are binding upon receipt of the Order Acknowledgment. The Order Acknowledgment, which relates to the acceptance of the order/contract, is sent after the order/contract contemplates pricing changes, if any, delivery dates and/or estimated installation completion. Any and all modifications to the Order Acknowledgment must be reconfirmed and signed by Company.

Acceptance of the Order Acknowledgment shall be evidenced by signature(s) and/or Company commencing work on the project.

Any error or discrepancy on the Order Acknowledgment must be reported to Company in writing within 3 working days from the receipt of the Order Acknowledgment. Cashing a down payment check does not constitute acceptance.

### CHANGE ORDERS

The order as shown on the Order Acknowledgment can be modified only by a written communication or reconfirmation signed by Company and Purchaser.

Company may, at its discretion, accept reasonable change orders with the following conditions:

- The request for change must be submitted in writing and received before order specific parts have been purchased and/or the manufacturing process has begun.
- Changes may be subject to additional charges for material, labor, restocking, and administrative costs.
- Changes may result in an extended delivery date.

### CANCELLATIONS

Any deposit made with respect to the order is non-refundable. Company reserves the right to cancel any order, with notice to Purchaser, due to breach of obligation or contract. Additionally, if an order is canceled after order specific materials have been purchased and/or production has started, Purchaser will be responsible for the cost associated with those materials or production. Any Customer's Own Material (COM) supplied will be returned

"as-is". This applies to any fabric that has been cut, wood parts with a finish applied, and all laminates. A cancellation or restocking charge of 1/3 of the net sale is applicable on orders canceled.

## LEAD TIME

Lead times will vary based on specifications chosen and available manufacturing capacity. Consult your authorized sales representative or the home office when placing your order to determine estimated ship date.

## DRAWINGS

The drawing(s) are a key component in determining final quantities and layouts for goods requiring installation. The Final Signed Drawing shall be considered a legal and binding part of the Contract. Changes to the Final Signed Drawing can only be made through written communication to Company or reconfirmation signed by Company and Purchaser. Changes requested may incur additional costs and/or delivery delays.

## CUSTOM PRODUCTS AND MATERIALS

All nonstandard designs and materials are subject to a surcharge; contact Company for approval and pricing. The use of nonstandard designs and/or materials may cause extended delivery times and reduced warranty coverage.

- Within our standard offering, an upcharge may be applied if a premium pattern or finish is selected. This may also cause extended lead times.

## CUSTOMER'S OWN MATERIAL (COM)

Please contact Company on all COM fabrics. A sample of the COM fabric is required to be submitted to Company for approval and yardage estimate prior to placing an order. The sample should be large enough to indicate a repeat if applicable.

Yardage requirements will be calculated based on a variety of factors including roll width, pattern matching and direction. If a fabric is directional, it will be applied vertically unless specific instructions are given to the contrary. If a horizontal application is desired, please inform Company as additional yardage or special production techniques may be required. At Purchaser's request, Company may, in its discretion, for non-Company program fabrics handle the purchase of the COM fabric for a charge of 20 percent of the fabric list price.

Company reserves the right of preliminary approval for all COM prior to order acceptance. Even after such preliminary approval, Company reserves the right to reject COM if, upon physical inspection of the material, it proves unacceptable for use on Company products. When COM is accepted, Company assumes no responsibility for appearance, durability, color fastness, or any other quality after it is Upholstered on a Company product.

Orders with COM are not scheduled into production until all materials are received and inspected. If partial shipment entry is required, indicate on purchase order, or forward orders with standard products and COM products on separate purchase orders. Shipping address:

Sauder Manufacturing Co.  
C/O Sauder Education  
10785 Rose Avenue  
New Haven, IN 46774-9246

However, any verification of compliance of COM materials with TB117-2013 is the responsibility of the person specifying the COM material.

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PRODUCT DESIGN, COMPLIANCE & SAFETY

PRODUCT DESIGN

Company reserves the right to make changes in design and construction or discontinue products without prior notice.

COMPLIANCE

Products offered by Company do comply with the requirements of local, state and national fire codes. The products offered as a base are manufactured with resilient filling materials and textiles in compliance with California Technical Bulletin TB117-2013.

THE TOXIC SUBSTANCES CONTROL ACT

Enforced by the EPS, TSCA a law enacted in 1976 regulates chemical substances and mixtures in commerce. Products offered comply with all applicable rules or orders under the TSCA, and no chemical substances in violation of the TSCA are offered



GREENGUARD® CERTIFICATION

Company has achieved Greenguard certification on all products and Greenguard Gold on many. Please reference saudereducation.com for product specific information. GREENGUARD certified products are certified to meet GREENGUARD standards for low chemical emissions into indoor air during product usage. For more information, visit <https://spot.ulprospector.com/en/na/Builtenvironment> or contact Company for a complete list of all our certified products.

BIFMA

Sauder Manufacturing Co. is proud to demonstrate a commitment to the environment, and to both the quality and performance of products through BIFMA e3 LEVEL testing and certification. Learn more about BIFMA Certification at [levelcertified.org](http://levelcertified.org).



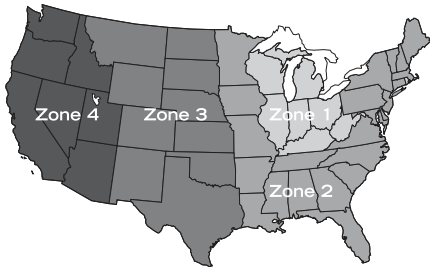
SAFETY

Company does not warrant that row identification lighting for Auditorium Seating supplied by is suitable for illuminating stairs and/or trip hazards. Purchaser acknowledges that it will indemnify Company against any claims that may be made against it, arising out of Purchaser's reliance upon row identification lighting for illuminating stairs and/or trip hazards.

FREIGHT & DELIVERY

FREIGHT

Unless otherwise arranged in writing, all Company shipments are made on a site-to-site basis (back of trailer). Unless otherwise specified in writing, we will determine the method of shipment and carrier. All weights and dimensions provided in product literature are approximate. See map below for zone identification within the continental United States. Contact your authorized sales representative for pricing in Alaska, Hawaii and outside the United States.



MINIMUM SHIPPING AND HANDLING CHARGE

Orders that weigh less than 200 lb. will require an additional shipping and handling charge. See the chart to determine the net charge based on total order weight.

	0-10 lbs	11-20 lbs	21-50 lbs	51-100 lbs	101-199 lbs
ZONE 1	\$50	\$70	\$80	\$100	\$130
ZONE 2	\$55	\$80	\$100	\$125	\$150
ZONE 3	\$60	\$90	\$120	\$150	\$175
ZONE 4	\$70	\$100	\$140	\$175	\$200

Shipping and handling prices are net.

BUILDING ACCESS

Facilities must be ready to receive furniture. All construction must be complete before we can start delivery and installation. There must be free and clear easy access to the building where the furniture will be installed. Rooms, hallways, lobby, and entrance way must be empty and free and clear of all obstructions. All buildings with 3 or more floors must have working elevators free and clear of all obstructions and dedicated for the sole use of our installers during our installation. If upon arrival for delivery and installation, the conditions described in this paragraph are not met, the installation will not be started.

DELAYED DELIVERY

Company reserves the right to increase prices or any part thereof, if Purchaser delays delivery of the furniture beyond 8 weeks from receipt of any of the following: Order Acknowledgment, signed order contract, receipt of subcontract, and/or receipt of signed purchase order. Purchaser agrees not to use the Goods described on the order until the full purchase price is paid to the Company.

In addition to any other right of Company to increase prices as set forth herein, in the event Purchaser, for any reason, directs delivery of goods and services ordered to occur beyond 8 weeks from receipt of any of the following: Order Acknowledgment, signed order contract, receipt of subcontract, and/or receipt of signed purchase order, Purchaser shall bear the risk of and be responsible to pay Company any price increases that may occur in connection with the goods and services ordered as well as storage costs arising from or incurred as a result of same. Company reserves the right to require a non-refundable deposit be paid by Purchaser to Company in the event of the foregoing.

DELIVERY

Company shall not be liable for delays in delivery of furniture caused by fire, strikes, weather or from causes beyond its control.

An on-site delivery date will be established once all details needed for production and installation (if applicable) have been received. Delivery of Goods may be separate from commencement of installation.

The delivery price submitted is based on the understanding that there shall be appropriate access to the site free of any hindrance whatsoever, timely access to the site and adequate space to unload the Goods. In the event that the site is not fully ready as described previously at the time of delivery, Company reserves the right to charge and collect additional fees to cover any additional costs incurred. These charges include but not limited to the following: delivery appointment, consolidation of shipment, lift gate, multiple stops, special packaging, dedicated truck, expedited shipment, greater than two hour unload time, box truck required, residential shipment.

The goods may arrive in cardboard boxes. Unless otherwise specified, it is the Purchaser's responsibility to arrange for the disposal of the boxes.

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## SPECIAL DELIVERY CHARGES

Request to Carton	<b>\$20 per unit</b>
Delivery Appointment	<b>\$400</b>
Inside Delivery	<b>\$150 plus \$50/unit</b>
Lift Gate Required	<b>\$2500</b>
Multiple Stops	<b>\$250 per stop</b>
Box Truck Required*	<b>\$1200</b>

\*Required if 53' semi truck is too large to access dock.  
Above prices are net.

## STORAGE FEES

If Goods are ready for shipment according to the terms of the Order Acknowledgment or subsequent change order, and Customer cannot receive as stated, the Goods may, at our discretion, be shipped to storage facilities, or put in storage at Purchaser's expense. Company reserves the right to deny storage of the Goods due to lack of available space. Storage fees are 5% of purchase price per month. These charges can, at Company's option, be added to the order total amount due or invoiced separately. Storage fees are considered change orders. See CHANGE ORDER SECTION requirements. All storage fees are required to be paid in full before ship. All risk of damage, destruction, theft or loss while in storage shall be the responsibility of Purchaser.

## INSIDE DELIVERY

Purchaser accepts responsibility for the safety of all persons except Company representatives on the premises where Company performs delivery and/or inside delivery and, accordingly, Purchaser shall also defend and save Company harmless from all claims from persons injured on the premises where delivery and/or installation is performed.

The inside delivery contract price is based upon full building and location access and readiness for installation to begin upon on-site delivery. The space must be climate controlled, not affect by outside weather conditions, permanent utilities must be operational and carpet and/or any flooring must be complete. In addition, any of the other contractors must not interfere with the unloading, staging or installation process including any overhead electrical, lighting or painting projects or any other work that would interfere with the placement of the furniture into its permanent locations. Failure to have the site ready for installation may result in additional cost to the Purchaser not previously shown on the contract. These additional costs may include, but are not limited to, additional handling charges, insurance, down-time (which includes additional labor, lodging and meals), and/or any other proper expense incurred by the Company. If site conditions cause a substantial delay, the mover may leave the job site, delivery will be rescheduled and Purchaser will be responsible for the return fee for the delivery crew.

## RETURNS & CLAIMS

### RETURNS

No merchandise may be returned to Company without prior written consent from Company, and any returns must be in accordance Company's shipping instructions. If approved, returns for reasons other than valid warranty claims will be subject to shipping and handling charges, and must be made, FOB the Company. In addition, restoration and restocking charges may be charged to Purchaser.

### DAMAGE CLAIMS

Freight terms are F.O.B. destination. Risk of loss, damage or destruction from and after delivery is the responsibility of Purchaser, it being agreed and understood that loss, damage or destruction of goods from and after delivery does not relieve Purchaser of its payment obligations to Company.

Purchaser is advised to inspect the shipment and note any damage on the bill of lading. Notification of damage discovered after delivery must be given to Company within 10 days immediately following delivery.

When products are shipped via Purchaser's choice of carrier, Company is not responsible for damage in shipment. Purchaser should carefully inspect all items at time of delivery and note any obvious damage on the delivery receipt. For Purchaser's protection, such obvious or subsequently discovered concealed damage must be reported in writing to the carrier in accordance with applicable regulations and time limits. Company does not assume any responsibility for damage that occurs during storage.

## OTHER CLAIMS

All claims against Company other than valid warranty claims, including claims for shortages and errors, must be made in writing within 10 days after delivery. The facts on which the claim is based must be directed in writing to the Warranty Service Coordinator. Failure to make any such claim against terms and conditions to Company within such 10-day period shall constitute acceptance of the merchandise and waiver of any such shortages, errors, or other claims of any type or nature. The cost of field repairs or adjustments performed by any non-Company personnel will not be reimbursed unless previously authorized in writing by Company.

## CONSEQUENTIAL LOSS

Under no circumstances shall Company be liable to any party hereto or any third-party for any special, indirect, punitive, incidental or consequential damages or loss (including lost profits, loss of use, damage to goodwill or loss of business) in connection with or in any way related to the agreement between the parties.

## FORCE MAJEURE AND OTHER MATTERS BEYOND COMPANY'S CONTROL

Company is not liable for failure to perform or delay in performance or delivery due to cancellation or postponement or deemed in breach of the Agreement (or PO if using Purchase Order) based on circumstances resulting from any cause beyond either parties control including, but not limited to, federal or state governmental orders or lack thereof, legislation, regulations, labor strikes, accidents, epidemic, pandemic, immediate threat of mass casualties or contagious illness or disease, act of war, riot, mass shooting, terrorism, acts of God, fires, severe weather conditions, floods, curtailment of transportation and or supply chain, inability to secure materials, electrical failure or any event that prohibits attendees being able to attend the event. Parties agree to minimize the damage of the Force Majeure Event to fullest extent possible. Notices shall state the nature of the Force Majeure Event, actions the party wishes to take, and if applicable a plan to mitigate any delays caused by the event. Such notice shall not subject either party to any penalties, liquidated damages, or forfeiture of any pre or post payment. Company reserves the right to modify order pricing and/or product offerings at any time based on material cost increases, supplier cost increases, economic fluctuations, supply chain issues and/or any other issues related to the foregoing. All orders may be subject to an increase in prices or any part thereof, and such other charges as set forth herein if Purchaser delays delivery of the furniture beyond 8 weeks from receipt of any of the following: Order Acknowledgment, signed order contract, receipt of subcontract, and/or receipt of signed purchase order.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_