



## TERMS & CONDITIONS OF SALE

All proposals, negotiations and representations, if any, regarding this transaction and made prior to the date of this acknowledgement are merged herein. All orders are subject to the following terms and conditions:

- 1. ACCEPTANCE:** This order is subject to acceptance by the Marquis Contract Corp., hereby referred to as Seller, under the terms and conditions as presented in our price list and acknowledgements. Where these terms and conditions conflict with terms and conditions of purchaser's contract, the terms and conditions contained in our price list shall prevail. Terms and conditions not especially expressed therein are excluded from this contract and disclaimed. Since all ordered products are specially made, this order, once accepted, is not subject to change or cancellation.
- 2. TERMS:** Net 30 days. 1.25% interest per month will be charged on an account 30 days past due.
- 3. DELAY:** Seller shall not be liable for delays in performance caused by act of God, fire or other casualty, accident, strike, shortage of labor materials, governmental action or other cause beyond Seller's reasonable control, and the time for Sellers performance shall be extended by the period of any such delay. Seller reserves the right to apportion its production among its customers as it may determine and any quoted delivery dates are estimated and are subject to change by Seller.
- 4. EXCLUSION OF WARRANTIES: WARRANTIES NOT EXPRESSLY STATED HEREIN, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, ARE EXCLUDED FROM THIS CONTRACT AND DISCLAIMED BY SELLER.**
- 5. EXPRESS WARRANTIES:** Seller's product warranty covers normal contact usage for a period of one year from date of sale. (not installation) Seller offers no warranty on upholstery materials or vinyl plastics other than those guarantees expressed by the material manufacturer. Whenever a special wood finish is requested, Seller will attempt to match for color, but Seller does not assume responsibility for variation resulting from this finish being applied on various hardwoods. Seller shall not in any event be liable for the cost of any special, direct, indirect, incidental or consequential damages to anyone due to the breach of any warranty hereunder. Seller's sole obligation shall be to repair or replace any product which proves defective during the warranty period.

All sales are made f.o.b. factory and title to the product passes to purchaser upon delivery to the products to the carrier. Seller has no responsibility for goods in transit. Purchaser should inspect shipments at the time of delivery and have all damages noted on the Bill of Lading or Delivery Receipt. Written notice of any loss or damage should immediately be given by the purchaser to the delivery carrier. No claim by purchaser of any damage or defect from cause whatsoever shall be valid unless notice thereof in writing is received by seller within (10) days after Purchaser's receipt of the products. Seller will not accept for return product without prior authorization from Seller.

**6. TAXES:** Any taxes which Seller may be required to pay or collect, under any existing for future law, upon or with respect to sale, purchase, delivery, storage, processing, use or consumption of any of the material covered hereby, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of Purchaser, who shall promptly pay the amount thereof to Seller upon demand.

**7. WE** hereby certify that these goods were produced in compliance with Section 6, 7 and 15 of the Fair Labor Standards Act on 1938, as amended.

**8. C.O.M. (Customer's Own Material):** The Seller assumes no responsibility for the flame retardancy, durability or performance of C.O.M. when specified. Customer is responsible for assuring compliance with applicable fire or building codes. The Seller is not responsible for C.O.M. six months after receipt. Marquis will not return excess C.O.M. unless requested by the customer in writing. Customer will be responsible for shipping charges for all returned C.O.M.

**9. ADVISORY:** Purchaser must consult local fire and code officials for any particular application. The Seller warrants only the cushioning materials and upholstery materials meet certain small scale component flammability standard as set forth in catalog materials.

Certain jurisdictions require the use of additional fire retardants or composite flammability testing such as Technical Bulletin 133. The Seller assumes no responsibility for composite testing or for compliance with any particular code or other flammability standard different than as contained in applicable catalog information unless such requirements are specified in writing by purchaser to Seller prior to confirmation. Cost of additional flammability treatments or testing needs of purchaser shall be borne by purchaser.

**10. Terms and conditions** not expressly contained in their acknowledgement are accepted by Marquis Contract Corp. (the Seller). Specifically, (but not limited to) the Seller disavows any proposed contract provisions regarding hold harmless and indemnification agreements: seller responsibility for damages or losses caused by the carriers or warehouses; seller responsibility for compliance with local fire codes; or purchaser authority to repair, or return products unless authorized in writing by the seller.

**INTELLECTUAL PROPERTY DISCLOSURE:** When an order is for product(s) not in its standard line, Marquis Contract Corp.'s sole responsibility is to provide product(s) meeting the specification of customer or its agents and representatives. Marquis Contract Corp. specifically disclaims any obligation to indemnify or defend customer, property owners, architects, designers, specifiers, customer agents, or others for claims alleging infringement of trademarks, copyrights, patents, designs or any other issue collectively described as intellectual property. Customer confirms that its originator of specifications for this product and has clear title to said intellectual property and will defend and save harmless Marquis Contract Corp. for any claims (including expenses and reasonable attorney fees) to the contrary.

## WARNINGS & INSPECTIONS

Users are urged to make **PERIODIC INSPECTIONS** to look for damages or signs of structural fatigue incurred in daily handling and use. Examinations must include structural joints, corner blocks, screws or fasteners, welds, glides, casters and any other points of stress. If any defects are found, the product should be taken out of service.

Coats and articles should not be hung on the backs of chairs. This practice may render the chairs unstable.

## FLAMMABILITY WARNINGS

The Seller's seating products incorporate flame retardant urethane foam, synthetic or plastic components, and upholstery care. **ALL THESE COMPONENTS ARE FLAMMABLE UNDER CERTAIN CONDITIONS.** Chairs stacked or concentrated for storage create additional hazards and can accelerate flame spread in a fire scenario. Do not expose seating to flame or heat such as smoking materials, naked lights, space heaters, or other intense sources of heat and flame. Once ignited, chairs can burn rapidly, releasing heat, toxic fumes, and smoke, while consuming oxygen. In an enclosed space, the resulting conditions can be incapacitating or fatal to human beings. Building managers should take appropriate precautions to protect occupants from fire sources and provide adequate detection systems, warning systems, suppressions systems, and exits in the event of a fire.

**NOTE:** Due to the vast choice in upholstery covers with varying degrees of inherent flame retardancy and the availability of different flame treatments and specifiers, purchasers are responsible for evaluating the published data and selecting upholstery which addresses conditions of the installation and meets applicable fire and building codes. Flame retardant treated C.O.M. is applied at customer's risk.

MAKE YOUR MARQ™

231 SOUTH ROAD

HIGH POINT, NC 27262

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