

TIPS VENDOR AGREEMENT

TIPS RFP 230301 Furniture, Furnishings, and Services

The following Vendor Agreement (“Agreement”) creates a legal agreement between The Interlocal Purchasing System (“TIPS”), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, “Vendor”) (individually, “Party”, and collectively the “Parties”) and this agreement shall exclusively govern the contractual relationship (“Agreement”) between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer’s jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS (“TIPS Members”) may elect to “piggyback” off of TIPS’ procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
 - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
 - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a “TIPS Solicitation” (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor’s Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor’s specific “Sale Terms” (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

- 6. Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
- 7. Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
- 8. TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
- 9. Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
- 10. Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.
- 11. TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

- 13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

- 14. Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION,

INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

- 15. Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
- 16. Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
- 17. Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
- 18. Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the

Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. Vendor's Authorized Resellers. TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. Circumvention of TIPS Sales. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. State of Texas Franchise Tax. By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. Termination.

- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
- B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole

discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education

Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

- 31. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: \$1,000,000 each Occurrence/Aggregate

Automobile Liability: \$300,000 Includes owned, hired & non-owned

Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.

Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

- 32. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.
- 33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
- 34. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
- 35. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.
- 36. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
- 37. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.
- 38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

- 39. Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
- 40. Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
- 41. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (when applicable to TIPS Sale).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

- 44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 45. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 230301 Furniture, Furnishings, and Services

Vendor Name: School Outfitters

Vendor Address: 3736 Regent Ave.

City: Cincinnati State: Ohio Zip Code: 45212

Vendor Authorized Signatory Name: Jared Williams

Vendor Authorized Signatory Title: Sales Manager

Vendor Authorized Signatory Phone: 800-260-2776

Vendor Authorized Signatory Email: contracts@schooloutfitters.com

Vendor Authorized Signature: Jared Williams Digitally signed by Jared Williams
Date: 2023.04.14 10:23:37 -04'00' Date: April 14, 2023

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 5/25/2023



230301 Addendum 1

School Outfitters

Schoolhouse Outfitters LLC

Supplier Response

Event Information

Number: 230301 Addendum 1

Title: Furniture, Furnishings and Services

Type: Request for Proposal

Issue Date: 3/2/2023

Deadline: 4/21/2023 03:00 PM (CT)

Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 200301 FURNITURE, FURNISHINGS, AND SERVICES ("200301") YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR FURNITURE OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200301.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200301 WHICH COVERS ALL OF

YOUR FURNITURE OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

School Outfitters Information

Address: 3736 Regent Ave
Cincinnati, OH 45212
Phone: (800) 260-2776
Fax: (800) 494-1036
Toll Free: (800) 260-2776
Web Address: www.schooloutfitters.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Queenie Takougang
Signature

contracts@schooloutfitters.com
Email

Submitted at 4/19/2023 08:55:21 AM (CT)

Requested Attachments

Vendor Agreement

230301 Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Pricing Form 2

230301 Pricing Form 2.xlsx

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Alternate or Supplemental Pricing Documents

No response

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Pricing Form 1

230301 Pricing Form 1.xlsx

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Vendor Agreement Signature Form

230301 Vendor Agreement Signature Form.pdf

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Form

230301 Reference Form.xlsx

The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form

230301 Required Confidentiality Claim Form.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Current Form W-9

W9 2023.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

Warranties.pdf

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location.

These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

SO_Logo.jpg

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Response Attachments

Authorization Letters.pdf

Authorization Letters

Bid Attributes

1 Disadvantaged/Minority/Women Business & Federal HUBZone

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

No response

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

We know purchasing school furniture isn't always easy. But with us, it is. We have the expert customer service and comprehensive catalog of school furniture and equipment to prove it. We have everything your school needs – from school chairs, headphones and bulletin boards to laptop storage carts, soft seating and activity tables. Plus, four exclusive brands – Learniture, Egghead, Norwood and Sprogs – with products and prices you won't find anywhere else.

We invite you to experience the School Outfitters difference. We want to make your furniture and equipment project a perfectly positive experience. That's why our learning space experts handle every step of the order process for you, no matter your project's budget or size. Don't have the time (or care) to research classroom furniture, design your space or coordinate delivery and installation? We've got you covered.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Queenie Takougang

7 Primary Contact Title

Primary Contact Title

National Contracts Specialist

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

contracts@schooloutfitters.com

9 Primary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

10 Primary Contact Fax

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

11 Primary Contact Mobile

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

12 Secondary Contact Name

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

13 Secondary Contact Title

Secondary Contact Title

14 Secondary Contact Email

Please enter a valid email address that will definitely reach the Secondary Contact.

15 Secondary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

16 Secondary Contact Fax

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

17 Secondary Contact Mobile
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

18 Administration Fee Contact Name
Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

19 Administration Fee Contact Email
Please enter a valid email address that will definitely reach the Administration Fee Contact.

20 Administration Fee Contact Phone
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

21 Purchase Order and Sales Contact Name
Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

22 Purchase Order and Sales Contact Email
Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

23 Purchase Order and Sales Contact Phone
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

24 Company Website
Company Website (Format - www.company.com)

25 Entity D/B/A's and Assumed Names
You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.
In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

2 6	Primary Address Primary Address <input type="text" value="3736 Regent Ave."/>
2 7	Primary Address City Primary Address City <input type="text" value="Cincinnati"/>
2 8	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="Ohio"/>
2 9	Primary Address Zip Primary Address Zip <input type="text" value="45212"/>
3 0	Search Words Identifying Vendor Please list all search words and phrases to be included in the TIPS database related to your entity. Do not list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation. <input type="text" value="school, furniture, chair, desk, table, elementary, soft seating, hallway, lounge, cafeteria, middle, high school, mobile, 21st century, learning, environment, education, learniture, norwood, sprogs, stem, steam, early"/>
3 1	Certification of Vendor Residency (Required by the State of Texas) Does Vendor's parent company or majority owner: (A) have its principal place of business in Texas; or (B) employ at least 500 persons in Texas? Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award. <input type="text" value="No"/>
3 2	Vendor's Principal Place of Business (City) In what city is Vendor's principal place of business located? <input type="text" value="Cincinnati"/>
3 3	Vendor's Principal Place of Business (State) In what state is Vendor's principal place of business located? <input type="text" value="Ohio"/>
3 4	Vendor's Years in Business How many years has the business submitting this proposal been operating in its current capacity and field of work? <input type="text" value="25"/>

3
5 **Certification Regarding Entire TIPS Agreement**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

3
6 **Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is \$100 and for "Tablet Set-Up Service" is \$100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$90, "Tablet Set-Up Service" - \$90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for \$200 and have increased the price of "Tablet A" to \$110 and the price of "Tablet Set-Up Service" to \$110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$99, "Tablet Set-Up Service" - \$99, and "Tablet B" - \$180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

37 Honoring Vendor's Minimum Percentage Discount

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

38 Volume and Additional Discounts

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

39 "Catalog Pricing" and Pricing Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

40 EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes

41 TIPS Sales Reporting Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

**4
2** **TIPS Administration Fee Requirement and Acknowledgment**

This is a requirement of the TIPS Contract and is non-negotiable.

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

**4
3** **TIPS Member Access to Vendor Proposal & Documentation**

This is a requirement of the TIPS Contract and is non-negotiable.

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

**4
4** **Non-Collusive Bidding Certificate**

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

4 **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

5 **This is a requirement of the TIPS Contract and is non-negotiable.**

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;

(2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;

(4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

4 **Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272**

6 **This is a requirement of the TIPS Contract and is non-negotiable.**

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

4 **Required Confidentiality Claim Form**

7 **This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

**4
8** **Non-Discrimination Statement and Certification**

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

Yes, I certify (Yes)

**4
9** **Limitation of Vendor Indemnification and Similar Clauses**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

Yes, I Agree (Yes)

**5
0** **Alternative Dispute Resolution Limitations**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

**5
1** **No Waiver of TIPS Immunity**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

Yes, Vendor agrees (Yes)

**5
2** **Payment Terms and Funding Out Clause**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

Yes, Vendor agrees (Yes)

**5
3** **Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

**5
4** **Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

**5 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex.
6 Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes

Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

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8

Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes

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9

Felony Conviction Notice - Texas Education Code 44.034

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation."

Vendor certifies one of the following:

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;
- B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

60 Felony Conviction Notice - Texas Education Code 44.034 - Continued

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

61 Conflict of Interest Questionnaire Requirement

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

- (1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of our local governmental entity.
- (4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

62 Conflict of Interest Questionnaire Requirement - Form CIQ - Continued

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

63 Upload of Current W-9 Required

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 Regulatory Good Standing Certification

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

6
5 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

6
6 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

6 **Suspension or Debarment Certification**

7

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

6 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

8

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

69 Certification Regarding "Choice of Law" Terms with TIPS Members

Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

70 Certification Regarding "Venue" Terms with TIPS Members

Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

71 Certification Regarding "Automatic Renewal" Terms with TIPS Members

Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
2 Certification Regarding "Indemnity" Terms with TIPS Members**

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
3 Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may **not** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
4 2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

7 5 2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) **Accepting such funds often requires additional required certifications and responsibilities for Vendor.** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

Yes

7 6 2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes

7 7 2 CFR Part 200 or Federal Provision - Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes

7 **2 CFR Part 200 or Federal Provision - Clean Air Act**

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Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

7 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment**

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Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

8 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

8 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

8 2 CFR Part 200 or Federal Provision - Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

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2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with these provisions?

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2 CFR Part 200 or Federal Provision - Rights to Inventions

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor certify?

2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

8 2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

8 2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

8 2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal opportunity clause is incorporated by reference here.

Does Vendor Certify?

8 2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

9 2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

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2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

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2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

9 3 2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

9 4 2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations

For contracts resulting from this procurement, in excess of \$100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

9 5 2 CFR Part 200 or Federal Provision - Record Retention Requirements

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

9 6 2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

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2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

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ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 230301 Furniture, Furnishings, and	School Outfitters
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TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact Name	Valid Contact Email	Valid Contact Phone
Dallas ISD	Veronica Castillo	vercastillo@dallasisd.org	972-749-1605
Denver Public Schools	Juliette Burnett	juliette_burnett@dpsk12.org	720-423-1953
Rob Jaber	DC Public Schools	robert.jaber@k12.dc.gov	202-442-6133

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: School Outfitters
Vendor Authorized Signatory Name: Jared Williams
Vendor Authorized Signatory Title: Sales Manager
Vendor Authorized Signatory Email: contracts@schooloutfitters.com
Vendor Address: 3736 Regent Ave.
City: Cincinnati State: Ohio Zip Code: 45212

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor’s proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor’s contact information, Vendor’s brochures and commercial information, Vendor’s financial information, Vendor’s certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, “Vendor Data”) to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor’s submission of a proposal constitutes Vendor’s consent to the disclosure and release of Vendor’s Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor’s proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute **Option 1 only** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the “Response Attachments” section of the eBid System entitled “Required Confidentiality Claim Form.” Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: Jared Williams Digitally signed by Jared Williams
Date: 2023.04.17 14:59:05 -04'00'

VENDOR SUPPLEMENTAL INFORMATION

TIPS permits Vendors to submit supplemental documentation and information (“Vendor Supplemental Information”) with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor’s TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.



DEALER RETURN POLICY

Merchandise returned within 30 days of shipment will be accepted without a restocking charge, under our “Satisfaction Guarantee” policy. For efficient processing, please adhere to the following:

Contact TMG Customer Service in advance for return authorization. To enable us to better serve you and our mutual customers, please advise details as to reason for return. You will be advised how the merchandise is to be returned and any special details. Customer is responsible for freight charges, other than noted below.

Contact: 800.325.3350 – request Customer Service

In the event a situation exceeds the 30-day policy a return may be subject to a restocking charge. Returns must be shipped prepaid except for returns of defective goods authorized in advance. (TMG will arrange for pick up of defective goods.) No collect shipments of returns will be accepted.

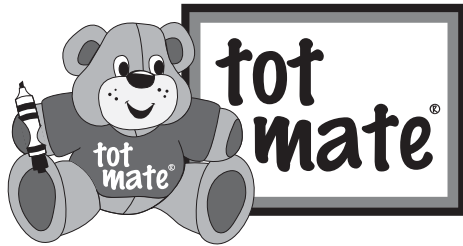
Returns should be consigned to the original shipping location. Please confirm address with Customer Service.

The Miller Group – Multiplex Div

Attn: Return Goods Authorization # _____

Extended Warranty:

Manufacturing warranty of thirty-six months will be extended to cover steel parts; i.e. welds; twenty-four month warranty is extended to wood products. This does not apply to products improperly installed or in any way abused from use other than their intended purpose.



TOT MATE WARRANTY

TOT MATE® furniture is warranted for a period of five (5) years from date of delivery to the original purchaser. Products are warranted to be manufactured free from defects in material and workmanship, absent any misuse or damage.

TOT MATE® shall promptly, at their option, repair or resupply a like quantity of non-defective product. Claims shall be verified in writing within 30 days of the date the defect is discovered.

TOT MATE®
BY STEVENS INDUSTRIES, INC.
704 WEST MAIN
TEUTOPOLIS, IL 62467
P: 800.350.3270

Claims to be made through Dealer where product was purchased.

UPlay Today™ Warranty

UltraPlay Systems, Inc. warrants its products to be free from defects in materials and/or workmanship, subject to normal usage and installation, for a period of 1-year from the date of shipment to the original purchaser. In the event of a claim under this warranty, UltraPlay Systems will replace the component at no cost within the first 12 months from date of shipment to the original customer. Equipment not specifically addressed in the following paragraphs is also subject to this limited 1 year warranty against defects in materials and/or workmanship.

TEN-YEAR LIMITED WARRANTY ON UPRIGHT POSTS

UltraPlay Systems provides a limited warranty on metal upright posts to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 10 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON METAL PARTS

UltraPlay Systems provides a limited warranty on metal decks, steps, stairs, rails, pipes, support posts, rungs, loops, swing frame yokes and clamps to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON GROUND-MOUNT METAL PARTS

UltraPlay Systems provides a limited warranty on metal footers, inground footers, surface mount plates, ground spikes, slide and climber mounting posts and plates to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

THREE-YEAR LIMITED WARRANTY ON PLASTIC PARTS

UltraPlay Systems provides a limited warranty on the following plastic parts: slides, climbers, roofs, tunnels, bridges, panels and border timbers. These components are warranted to be free from defects in materials or workmanship, subject to normal usage and installation, for a period of 3 years from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HARDWARE

UltraPlay Systems provides a limited warranty on hardware to be free from defects in materials or workmanship against structural failure due to breaking or shearing, subject to normal use and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HDPE CLIMBERS AND HDPE SPRING RIDERS

UltraPlay Systems provides a limited warranty on high density polyethylene (HDPE) climbers and spring riders against degradation for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON SPRING RIDER METAL PARTS

UltraPlay Systems provides a limited warranty on metal springs, bases and brackets of spring riders to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON STRAP AND TOT SEAT

UltraPlay Systems provides a 1 year limited warranty on strap and tot swing seats against structural failure that causes the seat to become unfit for its intended use. Additionally, chain, "S"- hooks and hangers are covered under a one-year limited warranty.

LIMITED WARRANTY ON SITE FURNISHINGS

UltraPlay Systems provides a five-year limited warranty on the finish of thermoplastic coated site furnishings from the date of shipment to the original customer. Additionally, all site furnishings are guaranteed to be free from defects in materials or workmanship for one-year from the date of shipment to the original customer.

All warranties specifically exclude damage caused by man-made or natural disasters, vandalism, negligence, improper installation or improper use, modification, changes in appearance resulting from weathering, scratches, dents, discoloration, normal wear and tear, or marring as a result of public or private use.

Claims are limited to replacement of equipment only and do not include any costs associated with labor, removal or installation of the original or replacement product.

Warranties are valid only if products are installed and maintained in accordance with UltraPlay installation instructions and use of approved parts.

This warranty is applicable to the original owner only. Warranties are non-transferable.

Claim Procedure: To make a warranty claim, send your written statement of claim, photographs of defective equipment along with the original purchase invoice or invoice number to:

UltraPlay Systems
Customer Service
1675 Locust Street
Red Bud, IL 62278

Or Contact a Customer Service Representative at:
1-800-458-5872

Within 60 days of notice of claim under warranty, UltraPlay Systems will make arrangements to replace the damaged product. UltraPlay Systems will cover freight costs within the continental United States. UltraPlay Systems is not responsible for freight costs associated with products located outside the continental United States. UltraPlay Systems reserves the right to inspect all products identified as defective. Photos of defective equipment may be required to accompany warranty claims.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase: _____

Purchaser: _____

UltraPlay Invoice Number: _____

Authorized UltraPlay Signature

Title

Visit UltraPlay on the web at www.ultraplay.com





Umbrella Warranty

All our umbrellas are made with the finest materials available. All our products are tested to ensure durability and many years of service for our clients. Our Warranty does not cover damage related to extreme weather, abuse or misuse. All umbrellas must be weighted down and secured to an umbrella base for safety.

6 Year Warranty – Umbrella Fabric

Acrylic Fabrics carry a minimum warranty of 6 years against fading. This warranty does not cover damage to the fabric related to extreme weather, abuse, or misuse. This includes improper cleaning techniques or chemicals used in cleaning the umbrellas. This warranty does not include damage caused by the storage method or location used.

1 Year Warranty – Frame

Umbrella Source offers a 1-year basic warranty on this product to the original purchaser from the date of purchase against defects in material and workmanship. During this period Umbrella Source will repair or replace, at our discretion, the defective component.

This warranty covers powder coat finish (chipping, peeling, flaking, bubbling, fading) of aluminum poles (1) year from the date of purchase.

This warranty does not apply to wind damage, improper installation, handling, abuse, or damage by user error, nor to any unit which has been repaired or altered by unauthorized repair companies. Under no circumstances will the buyer be entitled to consequential or incidental damages. This limited 1-year basic warranty gives you specific legal rights; you may have other rights which vary from state to state where you live. Batteries and plastic housings are not covered by warranty.

Care and Maintenance

Proper care and maintenance is required to extend the life of all Umbrella Source products.

Please ensure that all Umbrella Source umbrellas are properly weighted down in an umbrella base before putting them into use. Please contact us for assistance in choosing the proper weight and size of the appropriate base.

When opening an Umbrella Source umbrella, separate each rib at least 4 – 6 inches from the center pole, before attempting to raise the umbrella. Do not attempt to force the umbrella open if it does not open easily.

Please exercise common sense and caution during extreme wind and weather conditions, and close the umbrella in any winds exceeding 25 MPH.

Please clean all Umbrella Source umbrellas and umbrella bases with fresh water once a week to ensure a good long-lasting appearance, and to prevent premature rusting, and touch up frames and bases as needed when scratches occur during heavy usage.

Umbrella Fabric

Regularly rinse with fresh water to prevent dirt and stains from becoming deeply embedded in the fabric. Always brush away loose dirt, rinse and clean with a mild, lukewarm soapy solution. Rinse thoroughly and allow to air dry.



Warranty:

United Visual Products warrants to the purchaser for the period of 1 year after purchase that our product will be free from defects in workmanship and material under normal use and service. United Visuals obligation under this warranty is limited to the repair or replacement of the purchased product at the sole discretion of United Visual Products.

This warranty is in lieu of all other warranties, either implied or stated. Representations or promises inconsistent with or in addition to this warranty are unauthorized and are unbinding with United Visual Products. Changes or additions to this warranty must be in writing and signed by an officer of United Visual Products. In no event shall United Visual Products be liable for any special, incidental or CONSEQUENTIAL damages or expenses where foreseeable or unforeseeable.

Warranty shall be void if the product has been misused, improperly installed, damaged by negligence or accident or altered from original design. Warranty does not cover damage due to shipment, whether damage is obvious or concealed. It is the responsibility of the customer to negotiate with the shipping firm to recoup value of the damaged product.



Whitney Brothers Lifetime Warranty

Effective January 1, 2012

Whitney Brothers Company, located at 93 Railroad Street, Keene, NH 03431, USA, warrants its products purchased after January 1, 2012, to be free of defects in materials and workmanship for a Lifetime period from date of the shipment.

During the warranty period, Whitney Brothers, as its sole obligation, will replace any product, part, or component covered by this warranty and sold after the effective date of this warranty.

This warranty extends only to the original purchasers who acquire new product from an authorized Whitney Brothers reseller. Any product, part, or component must have been installed, used, and maintained according to Whitney Brothers published instructions to be eligible for coverage under this warranty.

This warranty does not apply to products that are damaged resulting from misuse, abuse, neglect, accident, improper application, modification, or repair by persons not authorized by us. Any modification to the original product voids the manufacturer's warranty.

Any implied warranties, including any warranty of merchantability or fitness for a particular purpose, are disclaimed to the extent allowed by law. Whitney Brothers will not be liable for loss of time, inconvenience, commercial loss or incidental or consequential damages for any warranty claim.





P O Box 1308 - Monroe, NC 28111-1308
(P) 800-247-8465 / 704-283-7508 (F) 704-289-1899 (E) sales@wooddesigns.org

WOOD DESIGNS LIFETIME WARRANTY

All Wood Designs products are built using the highest quality materials available. Experienced North Carolina furniture craftsmen build every product to exacting standards of detail and workmanship. Wood Designs products can be purchased with confidence, we guarantee it!

All Wood Designs wood products carry a lifetime warranty to the original purchaser against defects in materials and workmanship. If one of our products ever fails to perform, simply call, fax or write for cheerful correction by one of our friendly customer service representatives. The maximum warranty is limited to the actual cost of the product only. The warranty does not cover damages or defects caused by misuse, abuse, or mistreatment.

All Wood Designs chairs, tables, cots and block sets carry a 10-year warranty to the original purchaser against defects in materials and workmanship. If one of our products ever fails to perform, simply call, fax, or email us for a cheerful correction by one of our friendly customer service representatives. The maximum warranty is limited to the actual cost of the product. The warranty does not cover damage or defects caused by misuse, abuse, or mistreatment.

QUALITY GUARANTEE

At Children's Factory, we believe in a safe and creative play environment for our children. To keep that vision alive through future generations, we are taking steps to ensure a quality product is being made in a quality work environment. We promise to always make our products as safe, functional and affordable as possible.

WARRANTY

Children's Factory, LLC warrants that all its products will be free of defects and materials in workmanship. This limited warranty does not cover apparent defects caused by abusive or abnormal use of the product, or failures resulting from inadequate inspection and maintenance. For products purchased domestically, Children's Factory may repair or replace, at its option, any portion of the product which proves to be defective under the terms of this limited warranty at no further cost to the buyer. For products shipping to Canada and internationally, the cost of the product will be credited back to the dealer and replacement goods can be purchased with the next order.

EXCEPT FOR THIS EXPRESS WARRANTY, CHILDREN'S FACTORY, LLC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PRODUCTS COVERED BY THIS AGREEMENT OR ANY AGREEMENT WITH CUSTOMER INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY, OR AGAINST INFRINGEMENT, CUSTOMER HEREBY WAIVES ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) THAT IT MAY HAVE AGAINST CHILDREN'S FACTORY FOR ANY LOSS OR DAMAGE INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE OR EXPENSE CAUSED BY THE PRODUCT.

To aid in processing the warranty claim, Dealer will provide proof of defect either as images or actual product. Proof of purchase including copy of purchase order and law tags / labels or date dials from the product. In addition, the original purchase order detail for the items in question is required when submitting a warranty claim. Once all information has been received for the investigation a credit will be issued or the replacement order will ship in a timely manner.



WHAT WARRANTY COVERS	Bean Bag Filler	flattened shredded foam filling only
	Costumes	torn seams or unraveled hems
	Cots	cracked or broken ends, torn mesh bed
	Cover Materials	cracking, tearing, unraveling or split seams
	Cribs	cracked or broken
	Cubbies/Bins	cracked or broken
	Dolls/Puppets	split seams
	Metal parts	bent, broken or rusted
	Mirrors	scratched or broken
	Plastic Chairs	cracked or broken
	PlayPanels®	cracked tubes or missing parts
	Sound Sponge® Quiet Divider®	torn fabric
	Table Legs	bent or broken
	trikes and scooters	scratched upon delivery or rusted
Wood Furniture	cracked or broken	

EXCLUDED FROM WARRANTY	Bean Bag Filler	polystyrene beans
	Casters	
	Product Damage	due to improper use or cut by sharp object when package opened by customer
	Upholstery Materials	damaged due to sun/rain or other weather-related exposure

WARRANTY PERIOD		
Active Play	ClassicRider® Trikes	5 years
	Covered Foam-Filled Products	2 years
	Helmets	1 year
	MyRider® Trikes & Bikes	5 years
	Ride-Ons	2 years
	RuggedRider® Trikes	5 years
	SilverRider® Trikes, Wagons & Scooters	5 years
	Taxi Trike	5 years
	Traffic Signs	3 years
Arts & Crafts	Mobile Drying Rack	1 year
	Smocks & Splash Mats	2 years



Classroom Furnishings	Assembled Birch	lifetime against manufacturing defects
	BaseLine® Tables & Chairs	5 years
	Bean Bags (excluding polystyrene beans)	1 year
	Educational Rugs	lifetime against manufacturing defects
	Mirrors	2 years
	MyPosture™ Chairs	10 years
	MyValue™ Table & Chair Sets	5 years
	NaturalWood™ Tables & Chairs	5 years
	Pillows	2 years
	Play Carpets	2 years
	PlayPanels®	2 years
	Sound Sponge® Quiet Dividers®	3 years
	Sound Sponge® Quiet Dividers® Accessories	1 year
	Value Line™ Birch Furniture	lifetime against manufacturing defects
	Value Line™ Furniture	lifetime against manufacturing defects
Value Stack™ Chairs	lifetime against manufacturing defects	
Value Tables	5 years	
Dramatic Play	Costumes	2 years
	Dolls & Puppets	2 years
	Mailbox	3 years
	My Mail Bag Set	1 year
Indoor/Outdoor Play	Activity Cart & Cover	1 year
	Ball Cart & Cover	1 year
	Basketball Stand & Ball Return	2 years
	Kidfetti™	2 years
	Molded Products	2 years
	Sand & Water Tables	2 years
	Science Exploration Table	5 years

Literacy	Technology Tables	lifetime against manufacturing defects
Manual Dexterity	Manual Dexterity	2 years
Nursery	Changing Table - Wood	5 years
	Changing Table Pad	1 year
	Cribs, Crib Drawers & Evacuation Frame	5 years
	Deluxe Glider Rocker	3 years
	Deluxe Glider Rocker Replacement Cushions	1 year
	Feeding Chair	1 year
	Replacement Crib Mattress	1 year
Rest Time	Angels Rest® Blankets & Cot Sheets	1 year
	Cot Activity Panels	3 years
	Cot Activity Table Tops	3 years
	Cot Name Clips	1 year
	Germ-Free Rest Mats	3 years
	Infection Control® Rest Mats	3 years
	Mobile Rest Mat Storage	1 year
	No-Fold Rest Mats	2 years
	Non-Folding Germ-Free Rest Mats	3 years
	Organic Blankets, Cot Sheets & Crib Sheets	1 year
	Rest Mat Sheets	2 years
	SpaceLine™ Cots	10 years
	Super Rest Mat 2"	4 years
	Universal Cot Carrier	3 years
	Value Line™ Cot Sheets	1 year
Value Line™ Cots	10 years	
Storage Solutions	Plastic Storage	2 years
	Storage Trays	1 year
Transportation	Bye Bye Buggy®, Canopy, Infant Seat	3 years
	Bye-Bye® Buggy/Bus Cover	1 year
	Bye-Bye® Bus, Canopy	3 years
	Bye-Bye® Stroller Rain Cover	1 year
	Runabout®	3 years
	Runabout® Stroller Cover	1 year
	SureStop™ Bye-Bye® Stroller	3 years

BioFit's 13 Year Warranty on Seating, Tables and Multipurpose Carts

November 8, 2011



BioFit's furniture products are warranted to the original purchaser against mechanical or structural failure due to defective material or workmanship for 13 years of normal, multi-shift use. Pneumatic cylinders are covered for the functional lifetime of the chair or stool.

BioFit reserves the right to recondition or replace any units covered by this warranty. Freight, loss of use and any other consequential damages are not covered. All return shipments require written authorization and must be freight prepaid unless otherwise approved in writing. COM (Customer's Own Material) upholstery materials are not covered.

BioFit takes its warranty, repair and maintenance responsibilities very seriously. Efforts by unqualified personnel to perform repairs on BioFit products can result in dangerous conditions which can lead to serious bodily injury. Any attempt to modify, alter or make unauthorized repairs to BioFit products may not only seriously jeopardize the safety of the user, but will void this warranty in every respect.

** 13-year warranty does not apply to Intensive Plus™ seating, which carries a 5-year warranty.*

Standard Warranty Period

Twelve (12) years

Warranty Period Exceptions

Twenty (20) years

- Bretford Library Furniture

Fifteen (15) years

- Mobile Pro® Desk Mounts

Five (5) years

- Bretford Wood Library Chairs
- Soft Seating Foam *(This does not include softening and/or flattening of the foam that occurs as a result of normal use and/or aging, which are excluded.)*

Three (3) years

- Electrical Components in TechGuard™ Charging Locker
- Electrical Components in Mobility Cart™ products
- Electrical and Data Components in Link™ carts
- Electrical Components in Pulse™, Focus, Core X and Core™ products
- Electrical and Data Components in PowerSync Cart® and PowerSync Tray® products
- Electrical and Data Components in PowerSync+™ Carts and Stations
- Electrical Components in PureCharge™ Carts and Stations
- Electrical Components in PowerRack® products
- PowerSync D20®
- Electrical Components in CUBE Cart
- Electrical Components in EVER Cart

Two (2) years

- PowerSync Roller® products

One (1) year

- Speakers and Switches
- Gas Shock Assemblies
- Electrical Components in EXPLORE® products
- Electrical Components in MOTIV™ products
- Electrical Components in Plus products
- Electrical Components in Bretford Basics® products
- Locking Components in TechGuard™ Charging Locker

Fifteen (15) years/Four (4) years on electrical components, for the following models, manufactured on or after February 2017.

HKPX2VC/A	HA131LL/A	HGFN2LL/A
HKPY2VC/A	TY173LL/A	HGFP2LL/A
HKPZ2VC/A	TY174LL/A	HGFQ2LL/A
HKWH2LL/A		
HKWJ2LL/A	HE405LL/B	HB717LL/A
HKWK2LL/A	HE406LL/B	HB718LL/A
	HE407LL/B	HB719LL/A
HFSP2LL/A		HC817LL/A
TJ540LL/A	HGFM2LL/A	HGVA2LL/A

FOR MORE INFORMATION

11000 Seymour Avenue | Franklin Park, Illinois 60131 USA | 800-521-9614

BRETFORD.COM

Bretford, B design, Mobility Cart, Link, Pulse, Core, PowerSync Cart, PowerSync Tray, PowerSync+, PureCharge, PowerRack, PowerSync D20, PowerSync Roller, MOTIV, Basics, TechGuard and EXPLORE are trademarks or registered marks of Bretford Manufacturing, Inc. Patents Pending. ©2015 Bretford Manufacturing, Inc. All rights reserved. All other referenced product names and logos are trademarks of their respective owners.

Effective: 02/2017



Bretford Manufacturing, Inc.® (“Bretford”) designs and manufactures its products to provide dependable operation. Therefore, Bretford warrants to you, the end-use purchaser, that all products it manufactures shall, under their normal intended use in accordance with Bretford published guidelines, be free from defects in material or workmanship for the warranty periods set forth below. Warranty periods commence on the documented date of purchase, or if such documentation is not provided, then on the date of manufacture. Any product which under its normal intended use fails to function within the applicable warranty period and is found defective in material or workmanship by Bretford, will at the option of Bretford be either repaired or replaced with the same or a functionally equivalent product without charge to you. To the extent permissible, this Warranty is governed by and shall be construed under, the laws of the State of Illinois, and is not assignable.

Bretford Customization Services

Products developed by Bretford Customization Services (BCS) will have the warranty period set forth in the applicable Statement of Work (“SOW”) and will follow the warranty terms set forth in this Limited Warranty unless otherwise specified in the SOW.

Soft Seating Fabric/Leather

Warranty of fabric and leather offered as part of the Bretford Grade-In program is dictated by the materials manufacturer and passed on accordingly. Therefore they are not covered by this Limited Warranty. Customer owned or supplied material is not warranted.

Warranty – Not Covered

This Limited Warranty does not cover product misuse, abuse, or any cosmetic damage. Bretford is not responsible for damage arising from failure to follow instructions, user guides, and other guidelines relating to the product’s intended use. Bretford is not responsible for injury or loss caused by or associated with the installation and/or use of product in any manner other than in strict conformance with the instructions set forth in its installation manuals, supplemental assembly and installation instructions, technical bulletins and/or product literature. Bretford must be immediately advised in writing of any personal injury resulting from the use of its products.

In addition, Bretford does not warrant damages or defects to its products under the following conditions: an Act of God, unauthorized service or repair of the products, damage from electrical power problems, usage of parts or components not supplied by Bretford, unauthorized changes/alterations to the Bretford product including any repairs not performed by or authorized by Bretford, shipping damage (other than original shipment from Bretford if covered in the purchase order), failure to perform preventative maintenance, or damage caused by peripherals or software, vandalism or from other external sources.

Procedures for Warranty Repairs or Replacements

In the event that Bretford determines that a product defect is covered under this Limited Warranty, Bretford, at its sole discretion, shall either replace or repair the product. In such cases the labor costs associated with the repair of the product will be the responsibility of Bretford, provided that you follow these procedures. Bretford may direct you to return the product to Bretford for repair services or replacement, may arrange for on-site repair, or may direct you to a third party for the repairs. You must receive pre-approval by Bretford for the labor costs prior to repair of products under warranty. You must contact Bretford to obtain a Return Material Authorization (RMA) number for any product returned for service or replacement. An RMA number may be obtained by contacting Bretford Customer Care online or by telephone within your specific region. Contact information



is available on the Bretford website bretford.com and as set forth below. Performance of any repair or replacement of a product under this Limited Warranty does not renew or extend the warranty period.

Non-warranty Repair

Products can become damaged or in need of repair through no fault of workmanship or material. Bretford Customer Care will attempt to assist customers, resellers or installer/integrators with possible solutions to product repairs not covered by this Limited Warranty. Repairs or replacements on products not covered by this Limited Warranty carry a 90 day limited warranty effective upon receipt or upon installation when the product is returned to service, subject to the terms hereof.

Warranty Limitations

EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY AND TO THE GREATEST EXTENT ALLOWED BY LAW, BRETTFORD MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND NON-INTERFERENCE. BRETTFORD DOES NOT WARRANT THAT YOUR USE OF THE BRETTFORD PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD, TO THE GREATEST EXTENT ALLOWED BY LAW. THIS LIMITED WARRANTY IS SUBJECT TO CHANGE WITHOUT NOTIFICATION, AND MAY NOT BE MODIFIED BY ANYONE OTHER THAN BRETTFORD.

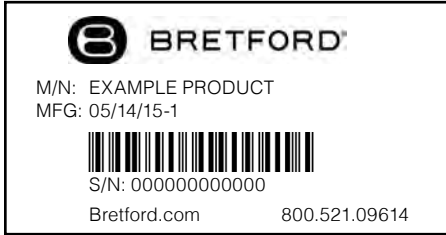
EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, BRETTFORD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE PRODUCT, OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF INFORMATION STORED IN THE PRODUCT.

FOR CONSUMERS: SOME STATES (OR COUNTRIES) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LAST, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. SOME STATES (OR COUNTRIES) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.



Making Warranty Claims

Warranty claims should be processed by the end customer contacting the Bretford Customer Care. Prior to contacting Bretford, please have ready the model number of the unit you are submitting for a claim and the serial number. The model number can be found on the Bretford label attached to the product



Sample Warranty Sticker.

Model numbers can be found on the Bretford label on the underside of the product, on the warranty sticker.

Bretford Customer Care

Bretford Customer Care can be contacted in one of the following ways:

Email: customerservice@bretford.com

Phone: +1-847-678-2545

US Toll Free Phone: +1-800-521-9614

Website: bretford.com, click on Chat Now

Additional Legal Rights for Consumers. If you acquired a Bretford product for personal family or household purposes, then as a “Consumer” these additional provisions apply to you:

- This Limited Warranty gives you specific legal rights and you may have other rights which vary from State to State (or by Province, Country or Jurisdiction for international consumers).
- Any rights under applicable consumer protection laws for the location in which you purchased your Bretford product or where you now reside, are in addition to your rights herein.

For Quebec Consumers

Residents of Quebec are governed by that province’s consumer protection legislation.

For United Kingdom or Ireland Consumers

If a product is defective consumers may, in addition to any other rights which they may have under consumer law in the UK and Ireland, avail themselves of the rights contained in: for products purchased in Ireland: the Sale of Goods Act, 1893 (in particular Sections 12, 13, 14 and 15), the Sale of Goods and Supply of Services Act, 1980 and the European Communities (Certain Aspects of the Sale of Consumer Goods and Associated Guarantees) Regulations 2003 (S.I. No. 11/2003); for products purchased in the UK: the Sale of Goods Act 1979 (in particular Section 12), the Supply of Goods and Services Act 1982 (in particular Section 2) and the Sale and Supply of Goods to Consumers Regulations 2002.



LIMITED LIFETIME WARRANTY

Bush Industries promises to repair or replace any Bush brand product or component that is defective in material or workmanship for as long as you, the original purchaser, own it. This warranty is subject to the limitations, exclusions, and other provisions below. It applies to products manufactured after January 1, 2007.

Limitations involving materials and components:

The materials and components listed below are covered according to the following schedule from the date of sale:

- Five Years – Glides, casters, polymer-based components, panel, upholstery fabrics, foam, laminates, veneer finishes, and other covering materials

Exclusions:

This warranty does not apply and no other warranty applies to:

- Normal wear and tear, which are to be expected over the course of ownership.
- Damage cause by the carrier in-transit, which will be handled under separate terms.
- Modifications or attachments to the product that are not approved by Bush Industries.
- Products that were not installed, used or maintained in accordance with product installations and warnings.
- Products used for rental purposes.
- Products used outdoors.

TO THE EXTENT PERMITTED BY LAW, BUSH INDUSTRIES MAKES NO OTHER WARRANTY, EITHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF BUSH INDUSTRIES CANNOT LAWFULLY DISCLAIM ANY STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THE WARRANTY SPECIFIED FOR THE COVERED PRODUCT OR COMPONENT. BUSH INDUSTRIES WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

Notice to purchasers for home or personal use:

Federal law does not permit the exclusion of certain implied warranties for consumer products. Therefore, if you are purchasing this product for home or personal use, the exclusion of implied warranties noted in the above paragraph does not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty give you specific legal rights, and you may also have other rights which vary from state to state. This warranty applies only to products sold within the United States of America and the Commonwealth of Canada.

To obtain service under this warranty:

Your Bush dealer is our mutual partner in supporting your warranty requests. By following the procedures outlined below, you can be assured of the best level of service.

1. Contact Bush Industries, Inc. within 30 days of discovery of the defect. Be prepared to affirm you are the original purchaser of the product and to provide the item number(s) from the product in question.
2. Bush Industries affirms that the product in question is eligible under the conditions of warranty stated above, the customer service representative or another representative of the Company will determine whether to provide replacement parts, authorize repairs, or replace the product

This warranty is intended to comply with the Magnuson Moss Warranty-Federal Trade Commission Improvements Act, and any provisions of this warranty or actions taken by Bush Industries pursuant to this warranty shall be construed in accordance with such Act.



10 YEAR COMMERCIAL WARRANTY

All products marketed under the Bush Business Furniture brand are warranted to the original purchaser at the time of purchase and for a period of ten years thereafter.

We warrant to you, the original purchaser, that our commercial quality furniture and all its parts and components are free of defects in material or workmanship. "Defects," as used in this warranty, is defined as any imperfection which impairs the use of the furniture product.

Our warranty is expressly limited to the replacement of furniture parts and components. For ten years after the date of purchase, Bush Business Furniture will replace any parts that are defective in material or workmanship.

This warranty applies under conditions of normal use. Our Bush Business Furniture products are not intended for outdoor use. This warranty does not cover: 1) defects caused by improper assembly or disassembly; 2) defects occurring after purchase due to product modification; intentional damage, accident, misuse, abuse, negligence or exposure to the elements; and 3) labor or assembly costs.

IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, SHALL NOT EXTEND BEYOND THE DURATION OF THE WRITTEN WARRANTY STATED ABOVE, AND IN NO EVENT SHALL BUSH INDUSTRIES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM USE OF THE PRODUCT. Some states do not allow a limitation on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusion may not apply to you.

This warranty gives you specific legal rights. You may also have other rights that may vary from state to state.

Bush Industries, Inc.
One Mason Drive
Jamestown, NY 14702-0460

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FROM: MANTA-RAY, INC.

SUB: SCHOOL OUTFITTERS

To Whom it may concern,

All products manufactured and sold by Manta Ray, Inc. are guaranteed for 1 year against manufacturer defect and will be replaced or repaired at no charge if reported promptly. This warranty will be negated if the damage or defect has been caused by misuse or by the delivering carrier.

Sincerely,

John Drinnon

National Sales Manager

800-252-0276

**PH 800-252-0276 * FAX 419-924-5543 * E-mail j.drinnon@childbrite.com
Website www.childbrite.com**



As the manufacturing company, we appreciate you choosing Copernicus and it is important to us that you are happy with your purchase. If you receive or already have one of our products and you have ANY problems or questions, just give us a call and we will do our best to help you!

Sincerely,

Jim Phillips
President
Copernicus Educational Products, Inc.
"insert quote here"

Manufacture Limited Warranty

About our Warranty - Our products are designed to be used indoors, within a classroom setting. The instruction manual enclosed with your Copernicus product will outline the warranty period, recommended applications and guidelines for proper use. For your convenience, Warranty Registration is available online.

What is covered under Warranty? – Copernicus will ship replacement part(s) at no charge for missing or defective parts. Within 90 days of delivery, unpack and inspect all contents according to the parts list. Report any missing or damaged parts to our Customer Service department. Manufacturing defects should be reported to our Customer Service department with a description of the issue within the warranty time period.

What is NOT covered under Warranty? - Any damage due to improper installation, use, handling or storage is not covered. For installation and or service on components or devices being used with our product (ie: Projectors or Interactive Boards, etc), contact the dealer you ordered from.

How do I request Warranty parts? - Please have your packing slip and if possible assembly instructions available for reference when you call. If you do not have the original order information, we may request picture(s) of the item and or part(s) be emailed to us to verify item and parts. You assume responsibility for installation of replacement parts and any associated installation costs if applicable.



P.O. Box 417, 300 S. Hancock, Charleston, AR 72933
Ph: (479) 965-2247, (800) 654-8583, FAX: (479) 965-7069

CORRELL LIMITED WARRANTY

1/1/2012

Correll products are warranted to the original purchaser to be free from defects in Material and Workmanship for the following period of time from date of purchase:

- 1 Year for all Melamine Tables and all Chairs
- 2 Years for CP-Series Tables
- 10 Years for R-Series Plastic Folding Tables
- 5 Years for all other products.

Your receipt will be required for proof of purchase date and eligibility for Warranty Service.

This Warranty does not apply to damage caused by normal wear, or by abuse, such as: outdoor use, overloading, dropping, improper handling or storage, or other accident or abuse. Customer is responsible for exercising reasonable care in handling and use of product.

Should Warranty Service become necessary, contact our Customer Service department at 800-654-8583, or info@correllinc.com, for a Return Authorization Number and shipping instructions. (NOTE: In many cases, Warranty Claims may be resolved with FREE replacement parts, without the necessity, expense, and inconvenience of returning the product.)

Products returned for Warranty Service must be shipped to Correll, freight prepaid at the expense of the party making the return. We will not accept collect shipments, or those which do not have a Return Authorization Number.

We will inspect properly returned products, and, if the product is determined to be defective in Material or Workmanship, we will, at our option, repair or replace the product and return it to you with no charge for material, labor, or return freight.

If the defect is determined to be other than Material or Workmanship, you will be notified of the cost of repairs and return freight before any further action is taken. If you choose not to have the product returned to you, or we do not have a response to our inquiry within 10 days, Correll may dispose of the product with no further obligation.

CORRELL HAS NO LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Should a defect in Material or Workmanship be found, our sole liability, and your sole remedy, shall be repair or replacement of the product. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHERS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.



Cortech's 10 year warranty covers all manufacture defects.



DATUM[®]
storage solutions

LIFETIME WARRANTY

Datum Filing Systems warrants to the original purchaser for the life of the product (provided the product is installed by a Datum Certified Installer) so long as original purchaser is the owner and possessor of the product that the product will be free of any defect in materials or workmanship. Datum Filing Systems will provide, for a period of two years from the date of shipment, free of charge, all labor at the location of the product to repair or replace any part of the product that fails because of such defect. After two years from date of shipment, labor will not be provided. All parts will be provided for the life of the product so long as all requirements are met as set forth in this warranty. This warranty does not include defects to the product resulting from accident, misuse, improper installation or operation, normal wear, neglect, unauthorized repair or alteration. The purchase of this product shall constitute purchaser's agreement that the sole remedy for any breach of warranty shall be such repair or replacement as expressly provided above. Datum Filing Systems in no event shall be liable for any incidental or consequential damages arising out of the use or inability to use the product for any purpose whatsoever.

PRODUCTS NOT INSTALLED BY A DATUM CERTIFIED INSTALLER WILL RECEIVE A 1 YEAR PARTS WARRANTY

Lifetime Warranty excludes all tambour doors and all electrical components, which carry a two year warranty.

Excludes international sales outside of North America.



ECR WARRANTY POLICY

<p>QUALITY SATISFACTION GUARANTEE (QSG)</p>	<p>ECR4Kids guarantees the quality of all of our products. You can trust the quality and safety of our furniture and materials, providing the peace of mind that our products are made to last. We are committed to your complete satisfaction. If for any reason, you are not satisfied with the quality and workmanship of our products, simply return it within the first 30 days of purchase. We are here to service your needs and are working toward becoming one of your most trusted suppliers.</p>	
<p>WARRANTY</p>	<p>ECR4Kids warrants that its products shall be free of all substantial defects in original material and workmanship that may become evident within certain time constraints. This limited warranty does not cover apparent defects caused by abusive or abnormal use of the product, or failures resulting from inadequate inspection and maintenance. ECR4Kids may repair or replace, at its option, any portion of the product which proves to be defective under the terms of this limited warranty at no further cost to the buyer. Proof of purchase from an authorized dealer is required. Customer must present proof of defect in the form of images and/or actual defective product at the time of claim to ECR4Kids. ECR4Kids can and will request that defective product be presented for review at our discretion.</p> <p>THERE ARE NO IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY, AND THERE ARE NO OTHER EXPRESS WARRANTIES BEYOND THE WARRANTIES EXPRESSED HERE. ECR4Kids shall be liable under this limited warranty only for the cost or, at its option, the repair or replacement of defective products. All incidental or consequential damages which may arise, including but not limited to business losses, personal property damage, and third party liabilities are hereby expressly excluded. Also expressly excluded under this warranty are glides/casters, vinyl/fabric upholstery material, damage resulting from sun/rain or weather, and ink based products,</p>	
<p>WHAT WARRANTY COVERS</p>	<p>Fabric Seams</p>	<p>Unraveling, tearing, ripping, cracking or splitting</p>
	<p>Eyelets</p>	<p>Coming apart or loose from the cot cover fabric</p>
	<p>Cot Corners (Plastic Legs)</p>	<p>Cracking or breaking</p>
	<p>Chair Seat/Back</p>	<p>Cracking or breaking</p>
	<p>Metal Parts</p>	<p>Bending, rusting or breaking</p>
	<p>Wood</p>	<p>Splitting</p>
	<p>T-mold/Edge banding</p>	<p>Separating</p>
	<p>Table Legs</p>	<p>Bending, rusting or breaking</p>



	Chair Frame	Bending, rusting or breaking
Category	Sub-category	ECR Warranty Period
Tables	Activity Table	10 Years
	Hardwood Table	10 Years
	Media Table	10 Years
	Resin Table	10 Years
	Bentwood Table	10 Years
	Open Front Desk	10 Years
Seating	Bentwood Chair	10 Years (1 year on boots)
	Ladderback Chair	5 Years
	Resin Chair	5 Years
	Stack Chair	10 Years
	Benches	10 Years
Art	ALL	1 Year
Active Play	Climb/Crawl/Play (Feber)	2 years
	Sand & Water Play	1 year
	Tunnels/Cubes	Lifetime
	Balance & Coordination	Lifetime
Storage & Organization	Fold and Lock	Lifetime
	Plastic Storage	Lifetime
	Storage Cabinet/Shelf/Rack	Lifetime
	Coat Locker	Lifetime
	Carts & Organizer	2 year
	Lock and Roll	Lifetime
Dramatic Play	ALL	Lifetime
Soft Zone	ALL	1 year
Cots/Mats	Cots	10 years
	Rest Mats	2 years
Blocks & Manipulatives	ALL	Lifetime
Infant & Toddler	Infant & Toddler	1 year
Literacy	ALL	Lifetime
Teacher Supplies	ALL	1 years



LIMITED WARRANTY

Edsal Manufacturing Company, Inc. products are guaranteed for a period of one (1) year from the date of purchase. The **SOLE AND EXCLUSIVE REMEDY** for such defects is the repair or replacement of a defective product or parts thereof by Edsal Manufacturing Company, Inc. or, at Edsal Manufacturing Company, Inc. option, refund of the purchase price upon return of the item to Edsal Manufacturing Company, Inc..

This warranty shall not apply in the event the products are damaged as a result of misuse, neglect, accident, moisture, improper application, improper assembly, or assembly not in conformity with the instructions of Edsal Manufacturing Company, Inc., failure to abide by safety precautions prescribed by Edsal Manufacturing Company, Inc. or modification or repair by persons not authorized by Edsal Manufacturing Company, Inc..

Edsal Manufacturing Company, Inc. makes no express or implied warranties of any kind or nature except as expressly provided herein. There are no oral agreements or oral warranties collateral to or affecting this written warranty. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE EXPRESSLY DISCLAIMED.

EDSAL MANUFACTURING COMPANY, INC. LIABILITY FOR ANY CLAIM HEREUNDER SHALL IN ALL EVENTS BE LIMITED TO AND NOT EXCEED THE PURCHASE PRICE OF THE PARTICULAR PRODUCT IN WHICH THE ALLEGED DEFECT OCCURRED. LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES IS EXPRESSLY DISCLAIMED.

Buyer assumes all risk and liability resulting from the use of the product whether used singly or in combination with other goods.

UNLESS ANY PORTION OF THE ABOVE IS CONSIDERED UNENFORCEABLE OR UNLAWFUL UNDER APPLICABLE LAW, THIS LIMITED WARRANTY SHALL APPLY TO ANY AND ALL PURCHASERS AND/OR USERS.



Flagship Carpets®

ENRICHING EDUCATION FROM THE FLOOR UP FOR OVER 40 YEARS

734 S. River Street, Calhoun, GA 30701

8 0 0 . 8 4 8 . 4 0 5 5

www.flagshipcarpets.com

Warranty on Rugs

All rugs come with a useful life limited wear warranty.

Flagship warrants that its rugs will lose no more than 20% of the yarn during the useful life of the rug commencing at the time of the purchase. Flagship warrants abrasive wear only. This warranty does not cover tears, burns, pulls, cuts, pilling, matting, or damage due to improper use or improper cleaning agents or methods, nor does it cover rugs on stairs or outside areas.

Warranty on Serging

Three month limited warranty for manufacturer defects only.

Warranty on serging (yarn around the edges) of rugs: 100% of cost within three months; if the serging around the rug begins to fray (get fuzzy), use a lighter to melt the fraying back into the serging. If the yarn from the serging is completely exposed, cut the yarn close to the rug and then use a lighter. Warranty does not apply to improper maintenance or neglect.

It is extremely, important to follow the points listed below:

- Do not drag furniture across the serging, it will cause damage to the rug
- Do not allow children to pull the serging
- Please instruct the cleaning department to roll the rug up and set aside before cleaning the floor; any hard surface cleaning equipment will cause the serging to become damaged and will void all warranties

Labor allowance: we will not be responsible for any labor costs involved in any returns.

Because of health concerns, all rugs returned for repair must be professionally steamed or hot water cleaned at customers expense; proof of cleaning will be required.

Re-stocking fee: 20% re-stocking fee plus freight cost. Fees apply to those orders that were ordered in error by end user or distributor. For example, wrong color, size, and/or style. Flagship will not charge the 20% fee for exchanges.

Time limitations on returns from date received: 5 days.

Returns on Items classified as seconds: no returns or claims.

No returns on used carpet or rugs for any reason unless there is a warranty issue.

Determination of credit will not be determined until final inspection by Flagship Carpets.

Limited Warranty

Foundations warrants that our Changing Stations will provide 5 years of reliable use when the product is assembled, maintained, and used in accordance with our instructions. Warranty coverage terminates if you sell or otherwise transfer the Changing Station. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Foundations does not warrant any product that has been used for purposes other than its intended use, altered, misused, abused, or not properly maintained. Foundations does not warrant against scratches, dents, or other cosmetic damages that are caused by normal use or wear and tear. If the product has been damaged or altered immediately stop using the product and contact Foundations to determine if the product is safe for use. If the product is not safe for use, please destroy or discard the product so that it may not be used again.





If the product is defective in any way, please contact us at 877-716-2757. Contact Foundations ONLY with any and all warranty claims, and DO NOT contact the retailer, dealer, or distributor where the product was purchased. When you call, have available the model number, the date of manufacture that can be found on the changing station, and the date of purchase. Please do not contact the distributor or retailer as they are not authorized to resolve the issue. If the product is defective Foundations, in its discretion, may replace, repair or give a full or partial credit towards new merchandise. Foundations may require the defective product to be returned prior to its replacement or a credit given. Only if Foundations determines that the product is defective, will we refund the cost of shipping the product to Foundations. This warranty gives you specific legal rights and you may also have other rights which vary state to state.

The limited warranties described above are the only warranties offered in connection with these products. FOUNDATIONS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDES IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTY OF TITLE AGAINST INFRINGEMENT. FOUNDATIONS SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

STANDING BEHIND OUR PRODUCTS

Quality and performance are hallmarks of our products. We guarantee all products will ship free from defects in material and workmanship. If any product fails to perform under normal use, Ghent will replace it. At the end of the day, we want our customers to say **“That’s Exactly What I Wanted!”**

Surfaces are guaranteed for varying terms depending on surface materials:

Years	Products
	<p>Glass Whiteboards:</p> <ul style="list-style-type: none"> • Aria Low Profile Glassboards • Harmony Glassboards with Standoffs <p>Porcelain Whiteboards:</p> <ul style="list-style-type: none"> • M1 Porcelain Whiteboards • Impression Whiteboards • Image Trim Whiteboards • Proma Projection Whiteboards <p>Acrylite™:</p> <ul style="list-style-type: none"> • Simplicity Whiteboards
	<p>Painted Steel:</p> <ul style="list-style-type: none"> • M3 Painted Steel Whiteboards • Phantom Line Whiteboards
	<p>Mobile Whiteboards:</p> <ul style="list-style-type: none"> • Roam • Nexus <p>LINK Powder Coated Steel Products</p> <p>Ghent Graphics Products</p> <p>Non-Magnetic:</p> <ul style="list-style-type: none"> • M2 Whiteboards • Cintra Whiteboards <p>Conference Cabinets</p> <p>Bulletin Boards</p> <p>Message Centers:</p> <ul style="list-style-type: none"> • Enclosed Bulletin Boards • Letter boards
	<p>Nexus Tablets</p> <p>Monthly Planners</p> <p>Display Rails</p> <p>Easels</p>



20 YEAR LIMITED WARRANTY FOR **LIBRARY FURNITURE**

Whether you choose a Hale product in modern, contemporary or traditional style, you can be assured of the continual high quality that has made us the leading manufacturer of wood furniture for over 100 years. Should material or workmanship be shown to be defective, Hale will replace the item without cost, for **twenty years** for all products with the exception of any fabrics from the date of purchase. The factory will determine if the product is defective and decide whether to replace or repair the product.

This guarantee is extended only to the original consumer-purchaser and cannot be transferred. Damage caused by improper handling or usage, or transit damage, does not constitute factory defect. Fully loaded furniture should not be lifted or moved.

PO BOX 186
FRANKFORT, NY 13340

PHONE: 800-873-4253
FAX: 315-894-5046

halemfg.com



General Instructions

- Specifications:** Visit our website at www.Hallowell-List.com for descriptions and specifications. Prices herein are based on standard construction. Specifications are subject to change without notice.
- Shop Drawings:** Shop Drawings for approval or file & field use will be supplied upon request only, at no charge for orders of \$5,000.00 net and above. A \$350.00 net drawing charge will apply if drawings are required on orders less than \$5,000.00 net. Please add this requirement to your purchase order by noting "shop drawings required for approval" or "shop drawings required for files and distribution only". Allow 3-4 weeks for preparation of shop drawings when required.
- Freight Charges:** All product will ship as noted on purchase order. If 3rd party or collect is requested, please specify carrier and if billing is to be 3rd party, please include your account number with the specified carrier. Orders received without carrier specified will be shipped via best way prepaid and freight charges will be added to your invoice. Hallowell products cannot ship via package carrier i.e. UPS, etc with the exception of small parts type orders. **Hallowell cannot guarantee quoted freight rates unless quoted in writing and the quoted amount is included in your purchase order. Quoted rates will not be guaranteed for 3rd party or collect shipments.**
- Through special agreements with our carriers, Hallowell will ship prepaid shipments class 70 for both knock-down and fully-assembled locker/cabinet orders. All-Welded lockers, cabinets and Cubbies ship freight class 100, Hi-Tech and Rivetwell Shelving ships class 70, Bulk Storage Lockers ship class 77.5 and Portable gates ship class 85. If you request we ship 3rd party or collect, your account or your customer's account may override our freight class exceptions. Due to the added space taken up by assembled lockers/cabinets, special head load rates and/or truckload rates may apply when shipment exceeds 6 pallets. If you have any questions, please contact our traffic department at 866-566-0500.
- Prepaid shipments are subject to a \$120.00 minimum shipping/handling charge.
- Hallowell cannot accommodate "Live Load" requests on production orders.
- FOB Point:** Hallowell reserves the right to select FOB point based on ship to destination and stock availability unless otherwise stated on your purchase order. All production items will ship FOB Factory, Deerfield Beach, Florida unless production K.D. lockers are ordered to ship fully-assembled, in which case Hallowell will utilize the distribution center of it's choice.
- Weights:** Weights shown are approximate and subject to change without notice.
- How To Order:** All purchase orders can be placed via fax to 407-464-3610 or via e-mail to Sales@Hallowell-List.com. For information on becoming an EDI (Electronic Data Interchange) partner, contact us at 866-566-0500 or e-mail Sales@Hallowell-List.com. All Stock locker orders are to be ordered by 1-wide and/or 3-wide catalog numbers adding the appropriate color suffix as outlined on each price book page and under Color Policy outlined on page 6. All purchase orders should include the unit list prices, extended list prices, total list price, applicable discount, applicable escalator, total net price, requested ship date, project name, complete shipping address and authorized signature. Failure to order as outlined above may result in delay of processing your order.
- Minimum Order:** \$100.00 net.
- Discounts:** All orders are to be discounted per the agreement in place at the time order is placed.
- Escalation:** All orders for future shipment shall include the appropriate price escalator in effect at the time the order is placed. Failure to include the escalator may result in the delay or rejection of your order.
- Terms:** 1/2% 10, net 30 days, strictly enforced.
- Warranty:** All-Welded lockers and cubbies are guaranteed to be free from defects in material and workmanship for the lifetime of the facility. Plastic lockers carry a 20-year warranty from date of invoice. KD lockers are warranted for two (2) years from date of invoice. All other products carry a one (1) year warranty from date of invoice.
- Changes:** Stock product orders changed after being released to the warehouse are subject to a \$75.00 net administrative change order charge in addition to a 30% re-stocking charge (45% for assembled stock locker/cabinet orders). **Production orders cannot be changed after being released to production.**
- Cancellations:** Stock product orders cancelled for any reason more than 24 hours after receipt are subject to a 30% re-stocking charge (45% for assembled stock locker/cabinet orders). **Production orders cannot be cancelled after being released to production.**
- Returns:** If for any reason, you wish to return your stock product order, please contact our Customer Service Department at 866-566-0500 or e-mail CustomerService@Hallowell-List.com to obtain a Return Goods Authorization (RGA). Shipment returned without an RGA will be refused. A 30% re-stocking charge will apply for all returned knock-down orders (45% for assembled stock locker orders). **Production items are non-returnable.**
- Claims:** It is the responsibility of the receiver to count and log all cartons/materials received prior to signing the freight carrier's receipt of delivery. Shortage claims must be submitted in writing within (3) days of receipt of shipment and must include the carton number(s) affected, the "Inspected by" number which is stamped on each carton and a copy of the delivery receipt properly annotated with shorted cartons if applicable. Damage claims must be submitted in writing within three (3) days of receipt of shipment and must include carton number(s) affected and a copy of the delivery receipt, properly annotated with damage details.
- All claims are to be submitted to our Customer Service Department via fax at 407-464-3610 or via e-mail at CustomerService@Hallowell-List.com. Hallowell will file freight claims for prepaid shipments only. **Signing for a shipment complete and without damage relieves the carrier and Hallowell of responsibility. Hallowell cannot be held responsible for missed delivery appointments.**



HB Warranty 2017

Warranty Terms	Warranty begins from the date item shipped from our warehouse. Metal Carts limited Lifetime Warranty on Housing/Casing. Electrical 1 year. All other products are 1 year from date of shipment.
Return Policy	RA Required. Returns will be approved at the manufacturer's discretion. Special Order, Non-Stock and Custom products do not apply. All returns are subject to 20% Restock fee. HamiltonBuhl is not liable for return freight fees.
Defective Items	<p>Prior approval required with an RA number. Items received within 30 days may or may not be replaced. It is the manufacturer's discretion to either replace or repair the item. If the item has been marked, engraved or altered they will only be repaired under warranty. If an item is returned and found not to be defective, but in good working conditions then no credit will be issued for the item and the cost of the return freight and other applicable fees will be charged to your account. Items received over 30 days will be repaired under warranty. HamiltonBuhl is not responsible for return freight charges.</p> <p>If the item is determined to be misused this will VOID the warranty and the customer is responsible for shipping the item back and repair charges if approved by the customer. Additional fees will be charged if applicable. Once received and inspected, approved credit will be issued within 30 days. Items returned without an RA# will be returned at senders expense. RA# numbers will only be issued to the dealer of record.</p>
Restock Rate, Non Defective Products	Prior approval required with an RA number, 20% restock charge. Product must be received in perfect condition and in original packaging. If the product is deemed used or unsalable the product will be returned to sender at senders expense. HamiltonBuhl is not responsible for return shipping fees.



P.O. Box 400, Malta, OH 43758 · phone 740.962.4885 · fax 740.962.4877

LIMITED LIFETIME WARRANTY

LIMITED LIFETIME WARRANTY: Products manufactured at our facilities and sold after the effective date of 1 May 2016 are guaranteed against material or workmanship defect from date of purchase for Limited Lifetime.

During this period we will, at our sole discretion, replace or repair any product that upon its inspection exhibits defects in material or workmanship.

We reserve the right to require that each of the warranty claim unit(s) be returned to an address provided by us, packaged complete (all freight prepaid with proof of purchase) for inspection prior to making a determination as to the validity of a warranty claim.

If warranted, this warranty shall be limited to include replacement unit(s), parts, or materials only.

This warranty does not cover damage in transit, or damage caused by misuse, abuse, Acts of God, or variance in grain or color, or temporary variances caused by seasonal conditions, or texture of finish, other covering materials, or natural anomalies.

(Third-party buyouts, when applicable, such as electronics or other products not manufactured by us, will be covered under the warranty terms of the original manufacturer of not less than one year.)

No other warranty is expressed or implied.

5/1/16



Hausmann "Peace of Mind" 3-Year Ltd. Warranty (USA & Canada Only)

Hausmann Industries (Hausmann), warrants to the original buyer that each Hausmann product shall be free from defects in material and workmanship and agrees to remedy any such defect or to furnish a new or equal part in exchange therefore. Warranty covers parts for three (3) years and covers repairs for the first year, commencing on date of original shipment. Labor coverage may not include replacement or installation of small parts or components. Hausmann Customer Service and/or Sales will determine the technical level of service needed and approve labor coverage on a case by case basis.

This warranty covers defects in materials and workmanship provided such product is used for the normal purpose for which intended, and damage is not the result of abuse or misuse. We are not responsible for charges for repairs or other work, without prior written authorization by Hausmann Industries. We reserve the right to repair or replace defective products at our sole discretion.

This warranty does not include damage resulting from accident and expressly excludes normal wearing of parts, or defect caused by transportation, accident, fire, flood, alteration, or negligence. Hausmann Industries shall not be liable for any direct or indirect, incidental, exemplary, or consequential damages or delay, including damages for loss of income or loss of use.

Hausmann "Peace of Mind" 3-Year Ltd. Warranty (International – all but USA & Canada)

Hausmann Industries (Hausmann), warrants to the original buyer that each Hausmann product shall be free from defects in material and workmanship and agrees to remedy any such defect or to furnish a new or equal part in exchange therefore. All Hausmann equipment shipped internationally has a 3 year limited warranty against defects in material and workmanship. International warranty includes Parts and Freight only for the first year, and parts only (Ex-Works, FOB factory) in years 2 & 3. Hausmann's International warranty specifically does not include labor or any other costs.

This warranty covers defects in materials and workmanship provided such product is used for the normal purpose for which intended, and damage is not the result of abuse or misuse. We are not responsible for charges for repairs or other work, without prior written authorization by Hausmann Industries. We reserve the right to repair or replace defective products at our sole discretion.

This warranty does not include damage resulting from accident and expressly excludes normal wearing of parts, or defect caused by transportation, accident, fire, flood, alteration, or negligence. Hausmann Industries shall not be liable for any direct or indirect, incidental, exemplary, or consequential damages or delay, including damages for loss of income or loss of use.



Warranty

Cipex warrants to the original owner of each new IntelliStage product, for a period of 2 years from the date of purchase, (provided that it is purchased at an Authorized Intellistage Dealer) that is free of defects in materials and workmanship and that each product meets or exceeds all factory published specifications. This warranty is void if the product has been tampered with or misused beyond reasonable wear, and shall not apply if the product has been physically damaged. Improper handling, set-up or use of this unit could cause it to fail which could lead to serious injury or death. Please be sure to read, understand and follow all operating instructions and weight load information in this manual before using this product. Do not allow children or untrained persons to use this product. There are no obligations of liability on the part of Cipex for any personal injuries, death, consequential damage or any other indirect damages with respect to, loss of property, revenues, profit or costs of removals, installations or re-installations arising out of, or in connection with, the use or performance of an IntelliStage product.



Terms and Conditions

Payment Terms: Regular terms are Net 30 days (date of invoice). All invoices are dated the day of shipment. A late payment charge of 1 1/2 % per month, 18% per annum, on past due accounts or the highest amount permitted by law will be assessed. To open an account the names and addresses of five trades references, your company bank and resale number will be required. If an account has not been established, orders will be handled on a Proforma, COD or credit card basis. Intensa, Inc. accepts MasterCard, Visa, AMX and Discover for payment.

Intensa will additionally add a 2% fee for any payments made after the 10th billing day of invoice for credit card payments.

Intensa, Inc. reserves the right to assign invoices to a factoring company.

Freight Policy: All freight charges are prepaid and allowed unless noted. Prices are determined by zone location to which is shipped. All shipments are F.O.B. High Point, NC, unless specified. (Title of goods transfers to purchaser when shipment leaves our dock). All orders will be shipped via best carrier available at time of shipment. Upgrade shipments (Next Day Air, Second Day Air, etc.) are available, contact customer service for additional shipping charges.

Additional Delivery Charges:

Residential Delivery Charges--	Add \$10.00 net per item.
Address Correction-	Amount billed by carrier.
Definite Delivery Charges for Freight--	Amount billed by carrier.
Secured Area Delivers-	Amount billed by carrier.

Freight Claims: All shipments should be carefully inspected for damage upon receipt. Any carton damage should be noted on the freight bill or delivery receipt. **Concealed damage requires immediate inspection by carrier within 15 days from receipt of goods. Intensa, Inc. cannot file a freight claim on behalf of its customers.**

Returning Merchandise: Arrangements must be made in writing prior to the return of any merchandise. Please call customer service at (336)-884-4096 for further information. Unauthorized returns will not be accepted and Intensa, Inc. will not be responsible for any resulting charges incurred. **Only new product in the original carton may be returned per the following restocking charges. Replacement Exam Bed Tops are custom made and not returnable for credit.**

Return Policy

Credit

Return with reorder.	75% Plus shipping charges.
Merchandise less than six months.	65% Plus shipping charges.
Merchandise greater than six months, less than one year.	50% Plus shipping charges.
Goods greater than one year.	No credit allowed.
Merchandise returned that is unsuitable for resale.	No credit allowed.
Intensa, Inc. error in processing can be returned at no charge.	

Ordering Information: All orders for product must be submitted on a purchase order via fax or email. No verbal orders will be taken unless order is prepaid. Payment can be made with company check or credit card (MasterCard, Visa, AMX and Discover). Contact customer service for more details concerning prepaids. The following information is required on all purchase orders.

Quantity of each model, Model Number, Upholstery Pattern/Color/Laminate and Selection of Options

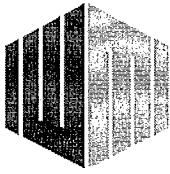
Caseworks Cancellation-Orders cancelled prior to the start of production are subject to expenses incurred in processing order. No cancellations will be accepted after the start of production.

Responsibility for Installation-Installation is the responsibility of the purchaser and/or the installer selected by the purchaser. Intensa is not responsible or liable for damage or injury caused by improper installation, including but not limited to the failure of installers to provide adequate fasteners and other support for the load imposed by the weight of cabinets and their contents.

Fire Retardant Foam: The standard foam supplied with each Intensa, Inc. product meets the specifications for California Technical Bulletin 117. California Technical Bulletin 133 available with up-charge.

Intensa, Inc. is dedicated to providing you and your customer with high quality products. In doing so, we reserve the right to improve, discontinue or modify designs with new materials and or manufacturing techniques without prior written notice.

Intensa, Inc.



IRONWOOD MANUFACTURING INC.

Ironwood Guarantee

Factory Assembled

Manufactured to the most exacting standards and inspected several times throughout the manufacturing process, Ironwood furniture is guaranteed to be free from defects in materials and workmanship for up to five years after purchase.

This guarantee is limited to repair and replacement only and does not cover damage outside our control or damage that results from ordinary use.

R.T.A. Ready To Assemble

Manufactured to the most exacting standards and inspected several times throughout the manufacturing process, Ironwood furniture is guaranteed to be free from defects in materials and workmanship for up to one year after purchase. This guarantee is limited to repair and replacement only and does not cover damage outside our control or damage that results from ordinary use.



WARRANTY

Jarvis Industries provides our customers with an extended 3 year limited warranty on all of our products. For complete information contact our offices.

Jarvis Industries reserves the right to change product specifications at any time without incurring obligations.

PAYMENT: Jarvis Industries accepts payment via credit card, net 30 or COD

SHIPPING: All shipments are FOB Spring, Texas

JAYHAWK PLASTICS, INC.
Warranty

Jayhawk Plastics, Inc. guarantees all materials and workmanship for three (3) years on any product made completely from our proprietary recycled plastic blend. Jayhawk guarantees all materials and workmanship for (1) year on any product made of steel, aluminum or a combination of metal and plastic.

The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God. The warranty does not cover any product used as a component of and/or a finished good for a manufactured primary product without the prior written approval of Jayhawk Plastics.

Jayhawk guarantees against rotting, decay or termite infestation for fifty (50) years for our plastic products. Any claim under this warranty must be filed within the warranty time-frame of original invoice date and must be accompanied by the original invoice or invoice number.



Warranty

Jonti-Craft, Inc. unconditionally guarantees customer satisfaction on all products. If you are not satisfied with any product, simply call us before it has been used and we will arrange to have it shipped back to our plant for replacement.

Our Customer Relations Team will be happy to assist you in filing a warranty claim. Please [contact us](#) via email or phone to begin the process. Please be prepared to explain the problem you are experiencing with your product, including invoice number, purchase date, and photos and we will guide you through the warranty claim process.

We will also extend the following guarantees against any defect in material or labor, absent any misuse or damage by the customer. *Please note: Jonti-Craft products are for indoor use only.*

LIFETIME WARRANTY

Jonti-Craft® Birch Furniture

Rainbow Accents® Furniture

MapleWave® Furniture

TrueModern® Furniture

YoungTime® Furniture

KYDZ Suite® Furniture

YEAR WARRANTY

Berries® Tables and Chairs

Jonti-Craft® KYDZ Ladderback Chairs

1YEAR WARRANTY

ThriftyKYDZ® furniture

Jonti-Craft® Glider Rocker

*For non-wooden components, please contact Jonti-Craft for specific warranty timeframes.



Joy Carpets & Co.

Kid Essentials® Rugs Specifications and Warranties

General:

Description:	Cut pile area rugs
Dye Method:	Injection Dyed
Dye Resolution:	400 dpi
Fiber:	STAINMASTER® BCF Type 6,6 2-Ply Nylon
Tufted Face Weight:	26 oz. / sq. yd.
Tuft Bind:	Exceeds industry standards
Gauge:	1/8 th
Pile Height:	.36 in.
Backing:	SoftFlex® Backing System - <i>Eliminates wrinkling and curling</i>
Delamination:	Exceeds industry standards
Anti-Soil and Stain Protection:	LotusFX Fiber Shield <ul style="list-style-type: none"> • <i>Rugs stay up to 30% cleaner and last up to 50% longer</i> • <i>Sheds liquids, soil particles, and food and beverage stains</i>
Antimicrobial Protection:	Impervion® mold, mildew, and odor treatment <ul style="list-style-type: none"> • <i>Uses the power of silver to protect against bacteria, microbes, and odors</i>
Finishing:	Bound and serged edges for maximum durability
Origin:	U.S.A.

Performance:

Static Electricity:	< 3.5 KV (AATCC-134)
Traffic:	Residential or commercial use
Indoor Air Quality:	Green Label Plus Certified <ul style="list-style-type: none"> • Exceeds most stringent IAQ standards • Complies with California OEHHA guidelines • Caprolactam free



Flammability:

Radiant Panel:	> 0.45 watts/cm2 (ASTM – E648, Class I)
NBS Smoke Chamber:	<450 flaming and non-flaming (ASTM-E662 NFPA-258)
Methenamine Tablet:	Self-extinguishing (DOC FF-1-70)

Maintenance:

Spot Cleaning:	Spot clean with approved carpet cleaner. Follow manufacturer recommendations. Vacuum regularly.
Professional Cleaning:	Hot water extraction.

Warranties:

Lifetime Limited Wear Warranty:	Abrasive wear of surface pile guaranteed not to exceed 10%
Lifetime Limited Antimicrobial Protection:	AlphaSan® additive uses the power of silver to protect against bacteria and microbes.
10 Year Soil/Stain Protection Limited Warranty:	Provides total fiber coverage to protect against soil and stains.
Static Protection:	Built-in static control fiber.
Fade Resistance:	Colorfast. Resists discoloration from sunlight. Indoor use only.
Limited Manufacturer Defects Warranty	

Specifications are subject to normal manufacturing tolerance.
Sizes are approximate and actual carpet color may vary.

OUR PROMISE

JSI warrants to the original purchaser that each piece of furniture will be free from defects in workmanship, given normal use and care for as long as the original customer owns and uses the product. Normal use is defined as the equivalent of a single shift, 40-hour work week.

JSI will, at its option, repair or replace with comparable product within the terms of the warranty.

Exceptions to Warranty:

12 Years (from date of purchase)

- Wood Seating
- Seating Controls
- Pneumatic Cylinders
- Laminate Surfaces
- Veneer Surfaces

5 Years (from date of purchase)

- Casters
- Glides
- Electric Height Adjustable Bases
- Task Lights
- Mesh/Knit Materials
- Electrical Components
- Foam

This Warranty Does Not Cover:

- Natural variations in color, grain or texture of wood and other covering materials over which JSI has no control
- Normal wear, color fastness, shrinkage, puddling, wrinkling and stretching of upholsteries including fabric, vinyl, leather and other textiles. This warranty does not cover any defects that may arise in the use of COM or COL upholstery materials. Textile manufacturer's warranty will apply.
- Damages resulting from transportation, improper assembly, installation, handling, accident, user modification, attachments, misuse, or neglect of product care.
- Damage resulting from extreme climate conditions
- Finish damages resulting from normal wear and tear, improper maintenance, water damage, exposure to sunlight, extreme high or low humidity or temperature, or other acts of nature.
- Damage created by loading file drawers with anything other than hanging folders.

JSI makes no expressed or implied warranties to any product and, in particular, makes no warranty of merchantability of fitness for any particular purpose. JSI will not be liable for any consequential or incidental damages under this warranty.

love what you do



CORPORATE OFFICE
225 CLAY STREET
JASPER, INDIANA 47546



800.457.4511 **TOLL FREE**
812.482.3204 **OFFICE**
812.482.1548 **FAX**



JSIFURNITURE.COM

Kelvinator Commercial Appliance Warranty Information

Your appliance is covered by a **three (3) year limited warranty**. For three (3) years from your original date of purchase, Electrolux will pay all costs, except as set forth below, for repairing or replacing any parts of this appliance that prove to be defective in materials or workmanship when such appliance is installed, used, and maintained in accordance with the provided instructions. For appliances that are manufactured with a compressor, an additional two (2) year part warranty is provided for the compressor only.

Exclusions

This warranty does not cover the following:

1. Products where the original serial number has been removed, altered or cannot be readily determined.
2. Normal wear and tear and gradual deterioration.
3. Product that has been transferred from its original owner to another party or moved outside the USA or Canada.
4. Rust on the interior or exterior of the unit.
5. Products purchased "as-is".
6. Food loss due to any refrigerator or freezer failures.
7. Damage caused at any time during shipment.
8. Service calls which do not involve malfunction or defects in materials or workmanship, or for appliances used other than in accordance with the provided instructions.
9. Service calls to correct the installation of your appliance or to instruct you how to use your appliance.
10. Expenses for making the appliance accessible for servicing, such as removal of trim, cupboards, shelves, etc., which are not a part of the appliance when it is shipped from the factory.
11. Service calls to replace appliance light bulbs, air filters, water filters, and other consumables, or knobs, handles, and other cosmetic parts.
12. Surcharges including, but not limited to, any after hours, weekend, or holiday service calls, tolls, ferry trip charges, or mileage expense for service calls to remote areas, including the state of Alaska.
13. Damages to the finish of the appliance and/or the appliance location that are incurred during installation, including but not limited to floors, cabinets, walls, etc.
14. Damages caused by: services performed by unauthorized service companies; use of parts other than genuine Electrolux parts or parts obtained from persons other than authorized service companies; or external causes such as abuse, misuse, inadequate power supply, accidents, fires, or acts of God.
15. For appliances operated by a concessionaire or vendor in a trailer or other motorized vehicle, or at varying locations, your appliance is covered by a one (1) year, limited parts and labor warranty. For appliances that are manufactured with a compressor, an additional four (4) year part warranty is provided for the compressor only.

DISCLAIMER OF IMPLIED WARRANTIES; LIMITATION OF REMEDIES

CUSTOMER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY SHALL BE PRODUCT REPAIR OR REPLACEMENT AS PROVIDED HEREIN. CLAIMS BASED ON IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO ONE (1) YEAR OR THE SHORTEST PERIOD ALLOWED BY LAW, BUT NOT LESS THAN ONE (1) YEAR. ELECTROLUX SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES SUCH AS PROPERTY DAMAGE AND INCIDENTAL EXPENSES RESULTING FROM ANY BREACH OF THIS WRITTEN LIMITED WARRANTY OR ANY IMPLIED WARRANTY. SOME STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, SO THESE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WRITTEN WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

If You Need Service Keep your receipt, delivery slip, or some other appropriate payment record to establish the warranty period should service be required. If service is performed, it is in your best interest to obtain and keep all receipts. Service under this warranty must be obtained by contacting Electrolux at the addresses or phone numbers below.

This warranty only applies in the USA and Canada. In the USA, your appliance is warranted by **Electrolux Major Appliances North America, a division of Electrolux Home Products, Inc.** In Canada, your appliance is warranted by **Electrolux Canada Corp.** Electrolux authorizes no person to change or add to any obligations under this warranty. Obligations for service and parts under this warranty must be performed by Electrolux or an authorized service company. Product features or specifications as described or illustrated are subject to change without notice.

297396100 (January 2014)

USA

1.866.738.1640

Electrolux Major Appliances
North America
10200 David Taylor Drive
Charlotte, NC 28262



Canada

1.800.265.8352

Electrolux Canada Corp.
5855 Terry Fox Way
Mississauga, Ontario, Canada
L5V 3E4

LIMITED WARRANTY

KFI guarantees our chairs and tables are free from defects and faulty workmanship under the following guidelines and limitations:

Chair frames	12 years
* 2300 series frames	Lifetime
* 1000 series frames	Lifetime
* 300 & 400 frames	5 years
Textiles	5 years
Foam	5 years
Pneumatic cylinders	5 years
Glides, Casters	5 years
Table bases	12 years
Laminate table tops	5 years
Wood table tops	5 years

This warranty is void if product is not used for its intended purpose or if subjected to an unusual application, abuse or normal wear & tear.

Warranty applies to a single shift / 40-hour work week.

Variations in color or texture of material are not considered defects.

Wood color variations, knots, distressed look are natural character of the wood and not considered defects.

Damage from any sharp objects (e.g. scissors, clothing, writing utensils, keys, jewelry, shoes) are not considered covered under warranty.

Damage caused by freight carrier is not warranted.

This warranty applies to products manufactured after August 1, 2016.

This warranty is valid to any purchaser of KFI furniture. In the event of a claim, the purchaser may be required to show validity of claim by furnishing a copy of the original invoice for the product in question.

The KFI Service Department must issue a return authorization. The purchaser may then return the product to KFI, freight prepaid. Upon receipt and investigation of claim, if KFI agrees with claim, we will without further cost to purchaser, repair or replace, at KFI's option, the appropriate defective part.

We stand behind all of our products and will do everything we can to resolve any problems in a fair manner based on warranty terms and as quickly as possible.

Learniture Warranties

While under warranty School Outfitters will repair or replace any defective part(s) to the original purchaser.

Warranty excludes misuse, abuse, accidental damage, normal wear and tear, as well as failure to provide reasonable maintenance.

Learniture School Chairs, Stools and Dollies

LIMITED WARRANTY

Learniture school chairs and non gas-lift stools are warranted from any defects in design, workmanship, assembly or material for 15 years. Gas-lift office, task chairs, drafting stools, tablet arm chairs/desks, café/lunch chairs and stools, and active learning stools for 5 years.

Learniture School Desks

LIMITED WARRANTY

Learniture school desk frames are warranted from any defects in design, workmanship, assembly or material for 15 years. Plastic desktops are warranted for 15 years, 10 years on high pressure laminate tops. Learniture teachers desks are warranted for a lifetime.

Learniture Tables

LIMITED WARRANTY

Learniture activity, computer, study carrels, training & seminar tables are warranted from any defects in design, workmanship, assembly or material for 10 years. Electric-adjustable height tables are warranted from any defects in design, workmanship, assembly and material for a lifetime (5 years on motor).

Learniture Boards

LIMITED WARRANTY

Learniture markerboards, mobile markerboards and glass dry erase boards are warranted from any defects in design, workmanship, assembly and material for a lifetime. Cork boards are warranted for 5 years.

Learniture Laptop Storage Carts

FIVE-YEAR LIMITED WARRANTY

All Learniture laptop storage carts are warranted for five years from any defects in design, workmanship, assembly or material.

Learniture Science Furniture

LIMITED LIFETIME WARRANTY

All Learniture science furniture is warranted from any defects in design, workmanship, assembly or material.

Learniture Cafeteria Furniture

15-YEAR LIMITED WARRANTY

All Learniture cafeteria furniture is warranted for 15 years from any defects in design, workmanship, assembly or material.

Learniture Common Area Furniture

FIVE-YEAR LIMITED WARRANTY

All Learniture common area furniture is warranted for five years from any defects in design, workmanship, assembly or material.

Learniture Lockers, Storage and Shelving

FIVE-YEAR LIMITED WARRANTY

All Learniture lockers, storage and shelving are warranted for 5 years from any defects in design, workmanship, assembly or material.

LIFETIME TABLE/CHAIR LIMITED FACTORY WARRANTY

THE MANUFACTURER RESERVES THE RIGHT TO MAKE SUBSTITUTIONS TO WARRANTY CLAIMS
IF PARTS ARE UNAVAILABLE OR OBSOLETE.

1. Lifetime Folding Tables/ Chairs are warranted to the original purchaser to be **free from defects in material or workmanship for a period of 1-YEAR, 2- YEAR, or 10-YEAR (depending on the model)** from the date of original retail purchase. The word “defects” is defined as imperfections that impair the use of the product. Defects resulting from misuse, abuse or negligence will void this warranty. **This warranty does not cover defects due to alteration or accident. This warranty does not cover damage caused by vandalism, rusting, “acts of nature” or any other event beyond the control of the manufacturer.**
2. This warranty is nontransferable and is expressly limited to the repair or replacement of defective product. If the product is defective within the terms of this warranty, Lifetime Products, Inc. will repair or replace defective parts at no cost to the purchaser. **Shipping charges to and from the factory are no covered and are the responsibility of the purchaser.**
3. This warranty does not cover scratching, scuffing or other cosmetic damage that may result from normal use of the product. In addition, defects resulting from intentional damage, negligence or unreasonable use will void this warranty.
4. Liability for incidental or consequential damages is excluded to the extent permitted by law. While every attempt is made to embody the highest degree of safety in all products, freedom from injury cannot be guaranteed. The user assumes all risk of injury resulting from the use of this product. All merchandise is sold on this condition, and no representative of the company may waive or change this policy.
5. This warranty is in lieu of all other warranties, expressed or implied, including warranties of merchantability or fitness for use. Neither Lifetime Products, Inc. nor any representative assumes any other liability in connection with this product.

ALL WARRANTY CLAIMS MUST BE ACCOMPANIED BY A SALES RECEIPT.

REPORT PRODUCT DEFECTS IN WRITING TO:

Lifetime Products In., Attn: Warranty Dept., PO Box 160010, Clearfield, UT 84016-0010 or call (800)225-3865 M-F 7a.m. to 5p.m MST. Or Email: warrantyclaims@lifetime.com.

Each claim needs a copy of the **original sales receipt**, a picture of the entire table or chair, and two different views of the damages. If filing for more than one item please contact Customer Service Dept. for instructions on how to file your claim.

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For more information on Little Giant products visit LittleGiant-USA.com

SPECIFICATIONS: If any particular dimension or specification is critical, it should be verified at time of order placement.

CAPACITIES: All capacities are based on Uniformly Distributed Loads (UDL). Do not exceed load capacities.

WARRANTY: Any product that has been subjected to normal use for which it is intended and is shown to be defective within one (1) year from date of purchase will be repaired or replaced at seller's option, provided such defect is reported promptly to the manufacturer. Authorization is required prior to returning.



Manufactured by
Brennan Equipment & Mfg. Inc.
 730 Central Ave.
 University Park, IL 60484
 Phone (708) 534-5500
 FAX (708) 534-5520
www.LittleGiant-USA.com





WARRANTY

Coverage for the life of each product. Luxor products are covered by a manufacturer's Limited* Lifetime Warranty against defects and workmanship. Any product that is defective in either materials or workmanship will be repaired or replaced at the manufacturer's discretion. This warranty does not cover damage in transit or any modification to the product by the customer. This warranty is for the life of the product provided the product is used for its intended purpose and used with weight loads not exceeding those recommended. This warranty does not cover any problems which result from improper set-up, unauthorized modification, normal wear and tear, abuse, or environmental damages including fire, hurricane or floods.

***Rental Applications:** Since rental applications do not fall under the category of normal usage, Luxor will be unable to provide the Lifetime Warranty on units used for rental applications. We will, however, make parts and/or entire units available at a special purchase price upon request.

***Whiteboards:** All Whiteboards are covered by a 10-year warranty.

***Limitations:** Regardless of how carefully you use or care for your product, it will eventually show age and wear, and coverage does not include expected age and wear of products. Neither the consequential costs of repairing or replacing other property damaged in the event of our product malfunctioning, nor incidental loss of time, loss of use, etc. damages are not recoverable under this warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Other limitations may apply depending on the model purchased. Inquire with your [sales representative](#) for details.

WARRANTY

Creative Colors by Mahar Manufacturing warrants the serviceability of our products for their intended purpose only. At our option replacements or repairs, as are due to defects in construction, materials, or workmanship, will be made. Not covered under warranty are aging or wearing of parts, nor defects caused by abuse, accident, or improper assembly or installation.

PRODUCT

WARRANTY

Cots

10-Years on Frame and Cover, Lifetime on Corners,

Fabric & Seams: Unraveling, Tearing, Ripping, Cracking or Splitting
Eyelets: Coming Apart or Loose from the Cot Cover Fabric
Lace: Unraveling or coming apart
Corners: Breaking or Cracking
Metal Rails: Bending, Rusting or Breaking

Cot & Mat Dolly and Caddy

10-Years on Frame & Cover, 1-year on Casters

Cover & Seams: Unraveling, Tearing, Ripping, Cracking or Splitting
Eyelets: Coming Apart or Loose from the Cot Cover Fabric
Lace: Unraveling or coming apart
Corners: Breaking or Cracking
Metal Rails: Bending, Rusting or Breaking
Casters: Breaking or Cracking

Standard Rest Mats

1-Year

Fabric & Seams: Unraveling, Tearing, Ripping, Cracking or Splitting
Note: Each mat is sold with a dated law tag sewn in the seam. The tags **MUST** be left intact for replacement (date verification).

Wall Mount Hanger

10-Years

Bending, Rusting or Breaking

Wood Furniture

15-Years and 1 Year on Casters

Wood: Separating
Trim: Fading or Coming Loose

Tables

5-Years

Wood: Separating
Trim: Fading or Coming Loose
Legs: Bending, Rusting or Breaking

Chairs

10-Years

Frame: Bending, Rusting or Breaking
Seat & Back: Breaking or Cracking

Please contact Creative Colors at 1-800-224-8268 for a return authorization prior to returning product due to warranty issues.



Limited Warranty

Vinyl Bulletin Boards

Marsh Industries, Inc warrants, for a period of ten (10) years, its Vinyl Bulletin Board tackable surface to be free of defects in material and workmanship. Should the Vinyl Bulletin Board tackable surface, under normal use and maintenance, not retain the original tackable surface during this period of time, it will be replaced. Marsh Industries, Inc.'s obligation under this warranty is limited only to furnished without charge to customer (F.O.B destination), new parts or panels for those shown to be defective

The defective product must be returned by the customer, prepaid, to: Marsh Industries, Inc., 2301 East High Ave., New Philadelphia, Ohio 44663-5100, (330-308-8667) for examination. Marsh Industries, Inc.'s warranty does not included labor or other charges incidental to their removal or reinstallation of said defective parts or panels. This warranty does not cover replacement required due to the customer misuse or abuse.

There are no warranties that extend beyond the description on the face hereof. Any implied warranty of merchantability or fitness for a particular purpose shall be limited to 90 days from date of shipment or original installation. Marsh Industries, Inc. shall not be liable for incidental or consequential damages such as loss of use, inconvenience or delay.



All of our products come with a 1-year manufacturer defect warranty.

Surface Warranty from Ghosting or Staining

Melamine- 1 year

Lacquered Steel- 10 Years

Glass & Porcelain- Lifetime

WARRANTY

All standard products manufactured by Silver Street Incorporated, home of **mediatechnologies®**, unless otherwise covered by a product specific guarantee and or warranty, are guaranteed against defective material and workmanship for a period of five (5) years from the date of purchase.

Silver Street Incorporated does not warranty any product or hardware which has been installed incorrectly, exposed to high humidity, moisture and extreme temperatures for long periods, excessive loads, misuse, abuse or was not manufactured by Silver Street Incorporated.

We will repair or replace, at our discretion, any defective item without cost to our customer. This is customer's sole and exclusive remedy against us. No delay in shipment or delivery shall give rise to any liability for damages whatsoever. We are not liable for defects caused by customer or any third party. Customer is not authorized to make any repairs whatsoever or to deduct any amount from the purchase price.

In no event shall our liability under this warranty exceed the purchase price. In no event shall we be liable for incidental, special or consequential damages. We disclaim all other warranties, express or implied, as to any matter whatsoever, including without limitation, quality, design, performance, specifications, samples, condition, merchantability and fitness for any particular purpose. No action may be commenced for breach of this warranty more than six months after the cause of action accrues and any such action may only be brought in the county of Oceana, State of Michigan.

892 Industrial Park Dr. • Shelby, MI 49455
Phone: 231-861-2194 • Fax: 231-861-6687
www.mediatechnologies.com
sales@mediatechnologies.com

mediatechnologies®

LIMITED WARRANTY

Midwest Folding Products (MFP) warrants to the original purchaser of the product that the product is free from defects in material and workmanship for the following period of time:

FOLDING TABLES

Hexalite® ABS Plastic Folding Tables	10 Years
EF, E and EP Series Plywood Core Tables	10 Years
F Series Folding Tables	3 Years
Xfold, Tri-Height Cocktail and Mobile Buffet Tables	3 Years

CADDIES

UpperZone® Table & Chair Trucks	5 Years
Standard & Heavy Duty Table Caddies	5 Years
Standard Chair Caddies	5 Years
Platform and Riser Caddies	5 Years

STAGES & RISERS

TransFold® Stages and Seated Risers	15 Years
80 Series Choral Standing Risers	15 Years
Transfold® Choral Risers	10 Years
Mobile Stages	10 Years
Skirting, Drapes, Clips and Hook & Loop Tape	1 Year
Accessories, Steps, Guardrails	1 Year

MUSIC STANDS

All Stands	5 Years
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This warranty is extended for the period of time after the date of purchase by the original purchaser and is extended only to the original purchaser of the product and may be enforced only by such purchaser. This warranty is not transferable and expires if the product is resold or otherwise transferred.

This warranty does not apply to any product which

has been altered by anyone other than an MFP representative or has been damaged due to accident, abuse, misuse, misapplication, modification, alteration or improper installation, set-up, care, maintenance or repair. MFP does not warrant any products, components or parts which are not manufactured by MFP.

MFP will, at its option, repair or replace, free of

charge, the product covered by this warranty, or a portion of the product, that is found to be defective in material or workmanship during the warranty period. To make a claim under this warranty, the original purchaser shall provide proof of the date of purchase and notice of the alleged defect to:

Any repair or replacement under this warranty shall not extend the warranty period. The foregoing shall constitute the exclusive remedy of the purchaser and the exclusive liability of MFP.

The above warranty is exclusive and in lieu of all other express warranties whether oral or written, expressed or implied. No warranty of merchantability or fitness for a particular purpose shall apply.

MFP shall not, under any circumstances or under any legal theory, be liable to the purchaser or any other person for special, incidental or consequential damages of any nature including without limitation damages to, or loss of use of property, damages for loss of profits or revenues or any other damages arising from the original purchase. MFP's liability will in no event exceed the purchase price of the product.

No agent, employee or representative of MFP nor any dealer or other person is authorized to modify this warranty in any respect. The infelicity of all or a part of any of the provisions of this Limited Warranty shall not affect or invalidate any other provision of this Limited Warranty.

Midwest Folding Products
Customer Service Department
4726 W. 147th Street
Midlothian, IL 60445

midwest FOLDING
PRODUCTS
Division of Nudo Products, Inc.

MityLite products are warranted to be free from defects in materials and workmanship under normal use, service, and handling for the following time frames from date of purchase:

Tables

- Reveal Linen-less Tables – Fifteen (15) years. Surfaces not manufactured by MityLite (Wilsonart®, Formica®, & Other HPL products) are governed solely by the guarantees or warranties of the respective manufacturer(s).
- MityLite ABS Tables – Fifteen (15) years
- Al-13™ Aluminum Tables – Lifetime Limited - As long as the original purchaser owns the product
- Madera™ Laminate Tables – Five (5) years. Surfaces not manufactured by MityLite (Wilsonart®, Formica®, & Other HPL products) are governed solely by the guarantees or warranties of the respective manufacturer(s). Madera™ Plywood Tables – Three (3) years
- Elevare™ Presentation Tables - Ten (10) years for frame. One (1) year for tabletop. Surfaces not manufactured by MityLite (Wilsonart®, OMNOVA Solutions®, & Other HPL products) are governed solely by the guarantees or warranties of the respective manufacturer(s).
- Tavolo™ Mobile Presentation Tables - One (1) year. Surfaces not manufactured by MityLite (Wilsonart®, Omnova Solutions®, & Other HPL products) are governed solely by the guarantees or warranties of the respective manufacturer(s).

Banquet Chairs – Upholstery (Fabric, foam, and seat / backrest inserts) warranty is for one (1) year. Frame warranties range by chair series:

- Galleria Collection (Arris, Ashlar, Capital, Estate, Lunette, Marquee, Royale, and Grand II Series) - Twelve (12) years
- Comfort Collection (Eon, Encore, Encore HD, Encore CX, Grand, Classic, Elite, Prestige, Regency, and Essential II Series) - Twelve (12) years
- Ingress Collection (Access and Worship Series) - Ten (10) years
- Holsag Collection - Ten (10) years

Folding & Stacking Chairs

- Mesh•One™ Folding Chairs – Twelve (12) years. Mesh upholstery (Mesh fabric and nylon seat / backrest) warranty is for three (3) years
- OneSeries™ PRO Folding Chairs – Twelve (12) years. Polypropylene seat / backrest warranty is for three (3) years
- OneSeries™ LITE Folding Chairs – Ten (10) years. Polypropylene seat / backrest warranty is for three (3) years
- Flex•One™ Folding Chairs – Ten (10) years. Polypropylene seat / backrest warranty is for three (3) years
- Flex•Lite™ Folding Chairs – Ten (10) years. Polypropylene seat / backrest warranty is for three (3) years
- Meta Stacking Chairs - Five (5) years. Polypropylene seat / backrest warranty is for three (3) years. Upholstery warranty is for one (1) year.
- SwiftSet® Folding and Stacking Chairs – Twelve (12) years. Upholstery (Fabric, foam, and seat / backrest inserts) warranty is for one (1) year
- Mesh•One™ Stacking Chairs – Ten (10) years. Mesh upholstery (Mesh fabric and nylon seat / backrest) warranty is for three (3) years
- ADAPT Stacking Chairs – Twelve (12) years. Polypropylene seat / backrest warranty is for three (3) years
- SwiftSet® HD™ High Density Stacking Chairs – Twelve (12) years
- Aluminum Chiavari & Napoleon Stacking Chairs – Five (5) years. Upholstery (Fabric, foam, and seat insert) warranty is for one (1) year. Failure to remove cushions before stacking frames voids the one (1) year upholstery warranty.
- DuraMax™ Pro - Resin Folding Chairs – Three (3) years. Upholstery (Fabric, foam, and seat insert) warranty is for one (1) year.

Restaurant & Dining Chairs

- Metal Frame Chairs – Five (5) years
- Wood Frame – Three (3) years
- Contoured Wood Chairs – Three (3) years (Seat/backrest One (1) year)
- Upholstered Barstools – (5) years – Bergen, Carlisle, Cincinnati, Edison, St. Louis, Memphis (Upholstery warranty is for one (1) year.)

Lounge Seating Upholstery (Fabric, foam, and seat / backrest) warranty is for one (1) year). Frame warranties are as follows:

- Bergen – Three (3) years
- Bergen XL – Three (3) years
- Cincinnati – Three (3) years

Task Seating

- Forum & Domain – Three (3) years. Pneumatic feature is for one (1) year.

Restaurant & Dining Tabletops

- Solid Wood and Laminate Tables – Three (3) years

Restaurant & Dining Table Bases - Three (3) years

Other

- Magnattach® .79" Portable Dance Floors – Five (5) years for frame and sub-assemblies, dance floor surface, floor substrate, magnets and aluminum edges and corners. In the case of customers determined to be rental companies, the customer's warranty will exist for one (1) year
- Magnattach® 1" Portable Dance Floor – One (1) year for frame and sub-assemblies, dance floor surface, floor substrate, magnets and aluminum edges and corners. 1" Product purchased after 4/20/2017 does not carry any warranty.
- Mobile Staging – Three (3) years
- VersiFlex™, VersiFold®, VersiWall and VersiVide Portable Partitions – Three (3) years
- Carts – ADAPT, PS, RS, MRCART & Partitions (Versipanel / Versiflex) - Fabricated steel components – Five (5) years. Felt, carpet, neoprene, foam, and plastic protective pieces, as well as cart casters are warranted for a period of One (1) year. All Other Carts (Table, Chair, Dance Floor & XpressPort) – Fabricated steel components – Twelve (12) years. Felt, carpet, neoprene, foam, and plastic protective pieces, as well as cart casters are warranted for a period of One (1) year.
- The fabric warranty does not apply toward fabric used in the case of "Customers Own Material" (i.e., material specified by the customer that is not a standard MityLite offering) used in the manufacture of MityLite products.
- Painted finishes warranty (table frame, table leg, chair frame, cart, etc.) – One (1) year from the date of purchase.
- Al-13 Aluminum Tables, Aluminum Chiavari & Napoleon Stacking Chairs, and DuramaxPro Resin Folding Chairs are intended to be *Indoor / Limited Outdoor* products. *Limited Outdoor* defined as not to be stored outdoors or used for continuous days exposed to the elements. NO other MityLite products are warranted for *Limited Outdoor* use.
- MityLite designs specialized carts to improve operational efficiency and protect its customers' investment. When transporting and storing MityLite tables, chairs, staging, dance floors, and so forth, product warranties are contingent upon using only MityLite-designed carts. All warranties are voided if it is determined that damages to product were caused by carts not supplied by MityLite.

These warranties do not cover normal wear & tear to product surfaces or damages as a result of abuse, misuse, vandalism, unauthorized repairs or modifications, defacement, inadequate inspection or maintenance, neglect, accident, improper application, prolonged exposure to extreme temperature or improper use. MityLite, at its sole discretion and subject to a pro-ratio of use as determined by MityLite, will repair or replace the product, or provide the customer a credit for the value of the product subject to the warranty within a reasonable time following the receipt by MityLite of such notice of defect.

This warranty is given to the initial purchaser and is valid for as long as the product is owned by the original customer. There are no warranties which extend beyond the description above, and MityLite makes no other warranties, expressed or implied, regarding its products, their fitness for any particular purpose, their merchantability, or otherwise. MityLite, Inc. does not make and hereby expressly disclaims any other representation, affirmation, promise, description, sample or warranty of any kind with respect to the product.

The sole remedy against MityLite, and MityLite's sole liability under this warranty shall be limited to the repair or replacement of the product, in MityLite's sole discretion. In no event shall MityLite be liable for the cost of procurement of substitute goods by the consumer, or any special, consequential or incidental damages for the breach of warranty even if MityLite has been appraised as to the likelihood of such damages occurring. In no such event shall MityLite's liability (whether based on an action or claim in contract, tort, or otherwise) to the customer or any part arising out of or relating to its products or the order or delivery of its products, exceed the product purchase price charged by MityLite.

Norwood Warranties

While under warranty School Outfitters will repair or replace any defective part(s) to the original purchaser.

Warranty excludes misuse, abuse, accidental damage, normal wear and tear, as well as failure to provide reasonable maintenance.

Norwood Chairs and Dollies

LIMITED WARRANTY

Norwood task chairs, executive chairs, gas-lift office chairs, stack chairs, café/lunch chairs, and guest and waiting room chairs are warranted from any defects in design, workmanship, assembly or material for five years. Folding chairs, folding tablet arm chairs, and chair dollies are warranted for 10 years.

Norwood Stools

LIMITED WARRANTY

Norwood non-plastic top stools, café stools, and drafting stools are warranted from any defects in design, workmanship, assembly or material for five years. Plastic stack stools are warranted for two years.

Norwood Tables

10 YEAR WARRANTY

All Norwood activity, folding, and training & seminar tables are warranted for 10 years from any defects in design, workmanship, assembly or material.

Norwood Boards

LIMITED WARRANTY

Norwood wall-mount markerboards and mobile markerboards are warranted from any defects in design, workmanship, assembly or material for a lifetime. Bulletin boards are warranted for 15 years. Display easels are warranted for 10 years. Indoor enclosed bulletin boards are warranted for five years. Indoor/Outdoor enclosed bulletin boards are warranted for one year. Cork rolls are warranted for three years. Lapboards are warranted for two years.

Norwood Art Easels

10-YEAR LIMITED WARRANTY

All Norwood art easels are warranted for 10 years from any defects in design, workmanship, assembly or material.

Norwood Stages and Risers

LIMITED WARRANTY

All fixed-height portable stages and risers are warranted for 10 years from any defects in design, workmanship, assembly or material. Adjustable-height portable stages and risers are warranted for two years.

Norwood Office and Media Furniture

LIMITED WARRANTY

Norwood laminate office desks, office sets, hutches & credenzas, bookcases, file & storage cabinets, and study carrels are warranted from any defects in design, workmanship, assembly or material for five years. Lecterns and podiums are warranted for 10 years. Metal storage cabinets and steel book carts are warranted for five years. Indoor wastebaskets are warranted for three years.

Norwood Carts

10-YEAR LIMITED WARRANTY

All Norwood AV, flat panel, and presentation carts are warranted 10 years from any defects in design, workmanship, assembly or material.

Norwood Outdoor Furniture

LIMITED WARRANTY

Norwood outdoor picnic tables and benches are warranted from any defects in design, workmanship, assembly or material for five years. Outdoor trash cans and recycle receptacles are warranted for three years. Bike racks are warranted for three years. Outdoor message centers are warranted for one year. Indoor/Outdoor chairs are warranted for one year.

Norwood Classroom Organization

5-YEAR LIMITED WARRANTY

All Norwood classroom organization products are warranted for five years from any defects in design, workmanship, assembly or material.

Limited Product Warranty

Casegoods

- 10 years against failure due to materials and workmanship
- Laminate finishes are covered for a period of 5 years
- Veneer finishes are covered for a period of 3 years
- Expandable Table power/data/USB/HDMI unit
EXPPOW1 is warranted for a period of 1 year

Office Seating

- Lifetime on component Parts including pneumatic cylinder, control mechanism, base and casters.
- 3 years on upholstery fabric and foam against wear and deterioration.
- Leather is not warranted against routine scratching and scuffing, as leather is subject to minor blemishes in use.

Ascend Adjustable Height

- 3 years against failure due to materials and workmanship

Metal Filing/Storage

- Limited lifetime warranty against failure due to materials and workmanship

Grain, color and finishes

Reception, Wood Guest and Lounge Seating

- 5 yrs structural integrity of frame • 3 yrs on seating wood finishes
 - 3 years on upholstery fabric and Foam against wear and deterioration (except leather)
 - Leather is not warranted against routine scratching and scuffing, as leather is subject to minor blemishes in use.Minor variations in color, texture and grain are a natural part of leather hides, and therefore, are not covered by this warranty.
- C.O.M. Fabrics are not warranted by Office Star Products

Variation of grain and color are natural, inherent characteristics of wood, a living material. This variation is part of the beauty of real wood and anticipated in wood furnishings. Therefore, OSP Furniture is not warranted to match in grain or color or texture. It is a natural phenomenon for wood grain to change in color as it ages, and wood finishes are not warranted for color-fastness.

Warranty Exclusions

All warranties are limited to the original purchaser for normal commercial usage defined as a standard forty hour work week by persons weighing 250 lbs. or less. This warranty will not cover labor, freight, or damage from misuse, abuse, negligence, alteration, assembly, installation, attachments, accident, vandalism, acts of nature or any other event beyond the control of Office Star Products. The warranty does not cover cosmetic damage that may result from normal use. Liability for incidental or consequential damage is excluded. The user assumes all risk of injury resulting from use of this product. When usage is more than 40 hours per week, a five year warranty on all parts applies.

This warranty applies only to products purchased through authorized OSP Furniture dealers and products sold within the United States of America and the Commonwealth of Canada. This warranty does not apply to products used for rental purposes. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

******* CUSTOMERS RECEIVING INSTRUCTIONS *******

INSPECT ON ARRIVAL This product has been inspected and packaged with durable internal packing and external corrugated. Responsibility for safe delivery was assumed by the carrier at time of shipment. **CLAIMS FOR LOSS OR DAMAGE TO THE CONTENTS SHOULD THEREFORE BE MADE UPON THE CARRIER AS BELOW.**

QUANTITY OF PIECES Check quantity of pallets/cartons received versus freight bill. Sign only for items received. **NOTE ANY DISCREPANCIES ON THE FREIGHT BILL AND REQUEST A CLAIM FORM FROM THE CARRIER IMMEDIATELY.**

VISIBLE DAMAGE Any external evidence of damage **MUST BE NOTED ON THE FREIGHT BILL OF LADING AND SIGNED BY THE TRUCK DRIVER.** Failure to adequately describe external damage may result in carrier's refusal to honor a damage claim. The form to submit a claim for the damage will be supplied by the carrier.

CONCEALED DAMAGE OR LOSS Concealed damage or loss is that which becomes apparent only after unpacking the merchandise. The merchandise may be damaged in transit due to rough and/or excessive handling even though carton may not show external damage. **OPEN ALL CARTONS ALL MERCHANDISE IMMEDIATELY.** If damage is discovered upon unpacking, **REPORT THE DAMAGE, IN WRITING, TO THE CARRIER WITHIN 14 DAYS OF THE DELIVERY DATE AND REQUEST AN INSPECTION REPORT.** Cartons and all packing must be held for inspection by carrier. Then, file a claim with the carrier as this damage or loss is the responsibility of the carrier.

It is the customer's responsibility to prepay freight on any components returned to the factory. Return freight on components covered by warranty will be paid by Office Star Products.

General Information

Receiving Instructions:

If shipment is received damaged, note damage on freight bill at time of acceptance and file claim for appropriate damages from the carrier. Be certain to also inspect for proper quantity of pallets/cartons and visible damage to cartons that may be evidence of concealed damage -- be certain all notations are made on original freight bill prior to signing. Concealed damage must be reported to the transportation company, in writing, within 15 days from the date of delivery. Therefore, open all cartons and inspect product immediately upon receipt. All damaged merchandise claims must be filed directly with the delivering carrier.

Terms of Sale: Net 30 days to firms who have established satisfactory credit; otherwise, payment in advance will be required. Past due accounts are subject to a finance charge of 1 1/2 % per month or 18% per annum.

Shipping Information: F. O. B. FACTORY

TITLE OF GOODS: Passes to purchaser and our responsibility ceases when shipment is accepted for transportation by any carrier from our factory. Carrier routing will be established by our Traffic Department if not indicated on purchaser's order. All shipments will be on a **COLLECT** basis unless otherwise instructed on order. If shipment is received damaged, note damage on carrier freight bill at time of acceptance and file claim for appropriate damages from the carrier. Concealed damage must be reported to the transportation company within 15 days from the date of delivery. All damaged merchandise claims must be filed directly with the delivering carrier.

Returned Goods: Returned merchandise will not be accepted unless authorized in writing prior to return, ship freight prepaid, in original carton, and if applicable, will be subject to a restocking charge of 20%.

C.O.M. FABRIC: Customers own material. Cost: "B" grade pricing. Fabric shipped pre-paid to Office Star Products. Customers own material is not warranted. C.O.M. Form must accompany fabric or order.

Note: COM orders are custom, and therefore, not subject to return.

Order Changes and Cancellations: Due to expedited shipping schedules, Office Star Products must limit customer changes and cancellations. A restocking charge of 20% will be invoiced for any product cancelled or changed after production has begun. Production normally begins 72 hours after receipt of order.

SPECIFICATIONS ARE SUBJECT TO CHANGE DUE TO MANUFACTURING IMPROVEMENTS. ALL MODELS SHIP RTA (READY-TO-ASSEMBLE) UNLESS OTHERWISE NOTED. ALL MEASUREMENTS AND WEIGHTS ARE NOMINAL UPS WEIGHT IS THE DIMENSIONAL BILLING WEIGHT FOR UPS SHIPPING

TO MAKE A WARRANTY CLAIM

Contact Parts Department via E-mail parts@officestar.net, by Fax 1-909-930-5629, or toll free parts number 1-800-950-7262, Monday through Friday 8:00 a.m. - 5:00 p.m. Pacific Time. Provide model number and description of the problem and obtain confirmation number. At its option, Office Star Products will:

- a. Supply compatible components of current manufacture.
- b. Repair the customer's component.

It is the customer's responsibility to prepay freight on any components returned to the factory. Return freight on components covered by warranty will be paid by Office Star Products.

Care and Cleaning:

- Vacuum or brush fabrics at least once a week.
- Protect from glaring sunlight.
- Use a damp cloth to clean other surface areas.
- Check screws for tightness, clean and lubricate moving parts such as chair controls and casters every three months.

Please Note:

Due to differences in dye batches and variations in printing as well as viewing environments and uneven color fading, there will be slight variations in color.

Exact matching may not be possible.

OSP Furniture veneer case goods- Are to be cleaned with a solution of 9 parts water and 1 part rubbing alcohol. Laminate case goods can be cleaned with the same solution of 9 parts water and 1 part rubbing alcohol or a non-abrasive cleaner, such as Windex. Always use a clean, non-abrasive, soft cloth.

Natural Wood- Is made up of millions of cells relying on absorption of pigments and dyes. The absorption rate and capacity of absorption is affected by numerous factors. While each manufacturer has its own processes and wood types and although they may call their finishes by the same name, all natural wood products are subject to variations in shade and product from different manufacturer's and may not exactly match with each other (i.e. Cherry, Mahogany, etc.).

U.S. and Canada

Terms are net 30 days, FOB Worthington, Ohio USA, a service charge of 1.5% will be applied on invoice amounts past due 30 days • All orders for immediate release • No cancellations within 48 hours of acknowledged ship date • Prices, terms & specifications subject to change without prior notice • Drop shipments not available in Canada • OHAUS Corporation's products are warranted against defects in materials & workmanship from date of delivery through duration of the warranty period. During the warranty period OHAUS will repair, or, at its option, replace any component(s) that proves to be defective at no charge, provided that the product is returned, freight prepaid, to OHAUS Corporation. All other approved returns require issuance of a Return Goods Authorization number from Parsippany, NJ, USA and may be subject to a 20% restocking fee. This warranty does not apply if the product has been damaged by accident or misuse, exposed to radioactive or corrosive materials, has foreign material penetrating to the inside of the product, or as a result of service or modification by other than the OHAUS Corporation or an authorized OHAUS Regional Service Center. This warranty only covers products shipped within the United States and to Canada by OHAUS Corporation to the dealer within the United States and in Canada. The warranty period for OHAUS products shall begin at the date of shipment to the end-user, or 3 months from the date of shipment to the dealer by OHAUS Corporation, whichever occurs first. A properly completed Warranty Registration Form must be received by OHAUS Corporation or product may be registered at www.ohaus.com within 30 days from the date of purchase to initiate coverage under the warranty. No other expressed or implied warranty is given by OHAUS Corporation. OHAUS Corporation shall not be liable for any consequential damages.

Outside U.S. and Canada

Payment terms: As per agreement • All prices Ex-Factory, Worthington, Ohio USA • Service charge of 1.5% will be applied on invoice amounts past due • All approved returns require issuance of a Return Goods Authorization number from Parsippany, NJ, USA • Restocking fee 20% of dealer net • Minimum order: \$50.00 • All orders for immediate release • No cancellations within 48 hours of acknowledged ship date • Prices, terms & specifications subject to change without prior notice.

Business Partner Code of Conduct

OHAUS is committed to conducting its business ethically, legally and in a socially responsible manner. We expect our business partners and Dealers to share this commitment and we have therefore developed this Business Partner Code of Conduct. It covers Ethical Conduct, Fair Competition, Environment, Health and Safety, as well as Labor Practices. This code applies to all your activities in your business relationship with us. It defines the minimum standards of business conduct we expect you to comply with in your business relationship with OHAUS. You must also comply with all applicable laws, regulations, and codes of the countries in which you operate. We encourage you to work with your own business partners to ensure they also strive to meet the principles of this code, or equivalent principles. For more information and to view the whole code, please visit ohaus.com/business-partner.

Six Month Warranty			Three Year Warranty
Starter Series Electrodes			Harvard Junior Balances
One Year Warranty			TJ611 Balance
Accessories	Hand Held Scales	SD and Catapult Scales	Five Year Warranty
Aviator® Scales	Indicators, all models	Spring Scales	All Other Mechanical Balances
CS & CL Scales	JE Emerald and JR Ruby Scales	Starter Series Meters	Ten Year Warranty
D500 Beam Scales	MB25 with MB27	TAJ Scales	Triple Beam Pro® Balances
Defender® Scales	Navigator® Scales	Valor® Scales	
CKW Scales	Primer® Balance	VX / VN Floor Scales	
ES Scales	PS Scales	Weights / Weight Sets	
FD Scales	Ranger® Scales	Y Series Scales	
Frontier Mini Centrifuge	Scale Bases, all models		
Two Year Warranty			
Adventurer® Balances	MB90 and MB120	Scout® STX , SPX & SJX Balances	
Explorer® Balances	Pioneer® and PAJ Balances		

Any product not listed above includes a one year warranty

All replacement parts include a 90 day warranty

The following product names, features and services are trademarks owned by OHAUS® Corporation, and are protected by international copyright laws. Those trademarks followed by (®) are registered trademarks of OHAUS Corp. ; all others are trademarks of OHAUS Corp. The appropriate (®) or (™) mark should appear with its appropriate name as governed by law. Registered Trademarks: Adventurer®, Aviator®, Catapult®, Cent-O-Gram®, Defender®, Dial-O-Gram®, Explorer®, Navigator®, OHAUS®, Pioneer®, Primer®, Ranger®, Scout®, Triple Pro®, Trooper®, Valor®, Voyager®. Trademarks: AutoCal™, Caltest™, Champ™, FillGuide™, Harvard Junior™, InCal™, Maxi-Scoop™, Modular Concept™, Moveable FineRange™, ProgramLink™, QuadraStance™, ScientificStoreroom™, SmarText™, Traveler™, Weigh the Benefits™. Permission is required to reproduce the OHAUS Logo or OHAUS trademarks for use in printed materials or for electronic transmission. Please contact OHAUS Marketing Communications for permission.

Limited Product Warranty

Integrity Distribution LLC (Manufacturer) warrants its products to be free of defects in materials and workmanship due to manufacturing errors and are subject to the conditions, limitations, and exclusions set forth below.

There is no other express warranty. Implied warranties, including those of fitness for a particular purpose, are limited to two years from date of manufacture, or to the extent permitted by law any, and all implied warranties are excluded. Liability for incidental or consequential damages are excluded to the extent exclusion is permitted by law.

Some states or countries do not allow limitations on how long warranty lasts, and some states or countries do not allow the exclusion or limitation of incidental or consequential damages, so the able limitation and exclusion may not apply to Purchaser. This warranty gives Purchaser specific legal rights and Purchaser may also have other rights, which vary from state to state and country to country. We authorize no person to change or add to any of our obligations under this warranty. Our obligations for service and parts under this warranty must be performed by the Manufacturer only.

Warranty Period	
New Indoor Products.....	2 Years
New Outdoor Products.....	1 Years
Reconditioned Products.....	90 Days
Quick Connection.....	90 Days

The Warranty Period begins on manufacture date. This Warranty is applicable only to the Original Purchaser of the warranty product and is not transferable. All secondary owners are exempt from receiving warranty service, including all and any products transferred from business sales, online auctions or other means of obtaining our products other than directly from an authorized dealer. Proof of purchase and product registration are required for any limited warranty on Integrity Distribution LLC products.

Support at www.OzarkRiver.com

Warranty Information

The Manufacturer will repair the Product using either new or refurbished parts within a reasonable time and without charge for materials or labor. If the Manufacturer is unable to repair the Product after a reasonable number of attempts as determined by the Manufacturer, the Manufacturer will provide a replacement Product at Manufacturer's option.

Not Covered in Warranty:

- (a) Normal Wear and Tear
- (b) Conditions resulting from a defect in a component or part, which is not part of the product or manufactured by Manufacturer.
- (c) Unauthorized service or modification to unit of any kind, and repairs performed by any person or entity other than Manufacturer.
- (d) Conditions resulting from a failure to follow Manufacturer's installation guides and/or Owner's Manual, including any violation of use restrictions expressed therein.
- (e) Conditions resulting from failure to provide reasonable and necessary maintenance in accordance with the Owner's Manual, including failure to winterize the portable sink according to the Owner's Manual.
- (f) Corrosion that is caused by operating the Product with any fluid other than potable water. Specifically, water must meet EPA Standards and have PH maintained between 7.0 and 9.0 at all times.
- (g) Conditions that may result in excessive scale build up within the Product.
- (h) Conditions resulting from improper draining or filling.
- (i) Freight damage or damages of any kind
- (j) External causes such as theft or loss, improper use, inadequate power supply, or acts of God.

Freeze Warning

This product contains components that can be damaged due to cold weather and frozen water. Do not store your sink unit in temperatures below 45°F. Doing so will cause internal or external damage to the pump, heater, water lines, or other connections. Any damages resulting from improper storage are not covered under this Warranty. Following all maintenance and care instructions will ensure long product life.

Warranty

PALMER HAMILTON, LLC warrants that its products shall be free from defects in original material and workmanship for the period listed below from the original shipment date or substantial completion date. This warranty shall not apply to normal wear and tear. In the event products are damaged as a result of misuse, abuse, vandalism, neglect, accident, improper application, and modification or repair by persons not authorized by PALMER HAMILTON, the company reserves the right to render any warranties null and void. The company will, at its discretion, repair or replace any defects. Any repair or replacement must be approved in advance by the factory before any action is taken. There are no implied warranties of fitness or merchantability, and there are no other express warranties beyond the warranties expressed here.

Product Name / Family	Warranty (in years) (also see limitations and exclusions page)
Mobile, Covey - Cluster Seating & Accessories	
Mobile Folding Tables, Wall Pocket Systems, T-Rex by Nomad	15 ^A
Recycle & Trash Receptacles, Condiment Centers, Covey – Cluster Seating	5 ^B
Rally	1
- power hub and power accessories.	15 ^B
- table surface, frame and base.	5
- wood seats/upholstered seats.	
Palmer Hamilton Design	
Cabinetry, Planters, & Crowd Control Products	5 ^C
Art & Décor Products	5 ^C
Nomad Tables	
Aero, Alloy, Story, Sync	5
Parx	1
Re-Load	1 ^D
- charging hub, charger and battery.	5 ^D
- table surface, frame and base.	
Nomad Seating	
Chariot - Booths, Settees & GoPanels	5
Buddy Bench	5 ^B
Encore, Cosmo - Chairs	5
Hive, Daisy - Collaborative Lounge	5 also see Hive Pricer for details
Filo, Kendo, Tiki - Chairs	2
Kurpie - Chairs	1
Spree - Chairs	5
TimberRidge - Chairs	1
All other metal frame stack chairs	2
Other	
Carts, Booth Movers, Essay	5
Booth Movers	2
Essay – Library Shelving and Circulation Desks	15
Umbrella	1

Note: For ^{A,B,C,D} and other details, see limitations and exclusions page as it is an integral part of our Warranty Policy.

Warranty Terms, Conditions, Limitations and Exclusions

General Exclusions/Limitations:

- Any frame leg and/or foot glide, bumper, threaded leveling glide, or endcap contained on or within any of Palmer Hamilton's products sold (Including Nomad) is considered a normal wear and tear item and not subject to warranties specified in table on page 1, whether or not footnoted in table. This includes, but is not exclusive to, any mobile products, chair or stool model NOMAD products, or any HIVE or DAISY collaborative furniture.
- Customer warrants that Palmer Hamilton products are suitable for use in their environment and this warranty does not cover any additional claims resulting in indirect, consequential, or accidental damages to their environment.
- Warranty periods for products are valid for an intended use environment based on an 8 hour per day, 40 hour per week.

Mobile & Accessories:

- ^A **T-Rex** – 60" round single flip top table is warranted for 5 years.
- ^B Products sold in these categories from time to time may include components sourced from independent vendors and, as a matter of course, will reflect the vendor's warranty terms, conditions, and duration. The warranty on these components may be less encompassing than Palmer Hamilton's stated manufacturer's warranty. Claims against these products will be reviewed on a case-by-case basis.

Palmer Hamilton Design:

- ^C Products sold in these categories from time to time may include components sourced from independent vendors and, as a matter of course, will reflect the vendor's warranty terms, conditions, and duration. The warranty on these components may be less encompassing than Palmer Hamilton's stated manufacturer's warranty. Claims against these products will be reviewed on a case-by-case basis.

Nomad Tables:

- **Alloy** – Cast bases and columns are warranted for 5 years. Indoor particleboard and MDF core tops have a 5 year warranty. Indoor/outdoor composite tops have a 3 year limited warranty.
- ^D **Reload** – See Re-Load Operations Manual for details.

Nomad Seating:

- **Chariot Booth** – Frame and fiberglass units are warranted for 5 years. For fabric upholstered seats or seat backs, only the warranty offered by the original fabric manufacturer applies. COM or COL fabrics supplied by the customer are not warranted by Palmer Hamilton.
- **Encore and Cosmo** Chairs – 5 year structural warranty. For upholstered seats or seat backs, only the warranty offered by the original fabric manufacturer applies. Does not include wear items (glides, finishes and upholstery).
- **Spree** Chairs – Upholstery treatments and fabrics are subject to warranties offered by the respective fabric manufacturer.
- **Daisy** - Frame and structure are warranted for 5 years. For upholstered fabrics, only the warranty offered by the original fabric manufacturer applies. COM or COL fabrics supplied by the customer are not warranted by Palmer Hamilton.
- **Hive** – Because of the extremely custom nature of this product line, please see the Hive Pricer for coverage limits and exclusions.

Other:

- **Carts** – Warranty is 5 years for structure and workmanship and 1 year for casters. Carts include the Reload Battery cart, Sync table cart, Aero table cart, Parx table cart, Kendo chair cart, Filo chair cart, and Encore chair cart.
- **Booth Movers** – Warranty is 2 years. Product is used for fixed frame Chariot booths.
- **Essay** – This warranty does not cover ordinary wear and tear or problems caused by abusive or abnormal use, modification or alteration, improper assembly/installation, failures resulting from inadequate inspection and maintenance, accident, vandalism, or freights damage. Any incidental or consequential damages, including by not limited to business losses, personal property damage and third party liabilities are hereby expressly excluded.
- **Umbrellas** – All commercial models are protected by a 1 year manufacturer's warranty against defects and the fiberglass ribs are protected against defects for 3 years. Manufacturer offers a 5 year warranty against fade and the stitching is protected with a 1 year warranty against defects.

All warranty terms, conditions, limitations and exclusions are subject to change without notice.



Warranty

Paragon Furniture, Inc. ("Paragon") provides a lifetime structural warranty against defects. Paragon® warrants that each piece of furniture will be free from defects in material and workmanship, given normal use and care, for as long as the original purchaser owns and uses the products. Normal use is defined as the equivalent of a single shift, 40-hour work week.

Subject to the limitations and exclusions herein, Paragon®, at its discretion and as the sole remedy under the Paragon® Limited Lifetime Warranty, reserves the right to inspect, replace or repair a defective product or components with comparable product or components free of charge.

To the extent permissible, this Warranty is governed by and shall be construed under, the laws of the State of Texas to the original purchaser from an authorized Paragon® dealer, and is not assignable.

LIMITATIONS: USE/CARE

- Warranty is limited to normal single shift use
- Warranty is limited to generally accepted care and maintenance of laminates, hardwoods, textiles, and whiteboard writing surfaces and are dictated by the materials manufacturer and passed on accordingly
- Laminate, whiteboard, and hardwood surfaces are subject to denting, scratching, staining, and/or gauging if not properly used and cared for
- Laminate, whiteboard, and hardwood surfaces are subject to scratches caused by abrasion, metal, and/or sharp objects
- Laminate, whiteboard, and hardwood surfaces are subject to discoloration, staining, and/or breakdown of material if exposed to heat or chemicals
- Soft seating foam is subject to softening and/or flattening as a result of normal use and/or aging

LIMITATIONS: MATERIALS/COMPONENTS

- Work surfaces – 15 years
- A&D Highlight and A&D READY® Chairs plastic seat back, plastic seat pan, and plastic components – 15 years
- A&D Crossfit MOTION™ Sit-to-Stand Desk – 10 years
- High use items that include, but not limited to moving and wearing parts such as casters, glides, tablet arms, ganging mechanisms, and plastic and metal accents – 5 years
- MOTIV® seating wood frame – 12 years
- MOTIV® seating foam padding – 5 years
- BLENDER® seating; wood frame and foam padding – 1 year
- Pneumatic desk and chair lifts – 1 year
- Electrical components – 1 year
- Mechanical parts that include, but not limited to drawer and door mechanisms – 1 year
- Whiteboard and hardwood materials – Dictated by the material manufacturer
- Textiles – Dictated by the textile manufacturer
- Electronics that include, but not limited to televisions, and sharing switches – Dictated by the electronic manufacturer

Non-standard and customization of products

Non-standard and custom products developed by Paragon® will have the warranty period set forth in the applicable Statement of Work ("SOW") and will follow the warranty terms set forth in this Lifetime Limited Warranty unless otherwise specified in the SOW.

WARRANTY EXCLUSIONS

This Lifetime Limited Warranty does not cover product misuse, abuse, or any cosmetic damage. Paragon® is not responsible for damage arising from failure to follow instructions, and other guidelines relating to the product's intended use. Paragon® is not responsible for injury or loss caused by or associated with the installation and/or use of product in any manner other than in strict conformance with the instructions set forth in its assembly and installation instructions, technical bulletins and/or product literature. Paragon® must be immediately advised in writing of any personal injury resulting from the use of its products.

In addition, Paragon® does not warrant damages or defects to its products under the following conditions:

- An act of God
- Unauthorized service or repair and unauthorized changes or alterations of the products
- Damage from electrical power problems
- Damage caused by peripherals or software
- Usage of parts or components not supplied by Paragon®
- Damage identified as freight carrier or installer related
- Vandalism or from other external sources
- Normal wear and tear which is to be expected during course of ownership
- Appearance, durability, quality, behavior, colorfastness or any other attribute of Customers Own Material (COM) or any other non-standard Paragon material specified by the customer after application to a Paragon product
- Natural color variations, color fastness, occurring in laminate, plastics, paints, grain or texture of wood and other covering materials
- Non-compliance with assembly, installation, and maintenance instructions
- Product abuse, negligence, misuse, outdoor use, modifications or alterations not authorized by Paragon or improper care and maintenance of products
- Incidental or consequential damages such as lost profits, personal property damage, third party liabilities, damage to customer's property, and incompatibility of product with customer's flooring or other customer property
- So-called "ghost" indentions and similar damage caused by the failure to use appropriate writing makers or desk or writing pads
- Abnormal atmospheric or environmental conditions
- Damages to seating products caused by contact with tables, desks, or other surfaces

All warranty claims are subject to Paragon-approved inspections. Disputes may involve independent 3rd party evaluation.

VARIATIONS FROM WEB IMAGES, SAMPLES, OR PRINTED LITERATURE

Because of the custom nature of Paragon® product, variations can occur over time due to material availability for example. Therefore, Paragon® will not repair or replace furniture because it differs slightly from web images, samples, or other printed depictions.

MAKING WARRANTY CLAIMS

Follow these procedures to process warranty issues:

1. Contact Paragon Customer Service (800.451.8546) and provide them with the purchase order number or acknowledgement number and a detailed description of the warranty issue.
2. Customer Service will determine and pre-approve all resolutions to the claim such as replacements, parts, and labor charges.
3. Any unauthorized charges will not be the responsibility of Paragon®.

As a furniture manufacturer, we stand behind our craftsmanship and pledge to do everything we can to resolve any issues you may have within these warranty terms as quickly as possible.

Paragon® has the right to update and change the warranty at any time. Purchase of products from Paragon® shall be subject to Paragon's current warranties which can be found at <http://www.paragoninc.com>.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS TRANSACTION, WARRANTY, OR THE SALE, RE-SALE OR PURCHASE OF ANY PARAGON PRODUCT MAY BE INSTITUTED ONLY AND EXCLUSIVELY IN THE FEDERAL DISTRICT COURT FOR THE EASTERN DISTRICT OF TEXAS TO THE EXTENT THERE IS DIVERSITY OF CITIZENSHIP BETWEEN THE PARTIES TO THE SUIT OR A FEDERAL QUESTION INVOLVED; OTHERWISE, ANY SUCH LEGAL SUIT, ACTION OR PROCEEDING DESCRIBED ABOVE SHALL BE FILED IN THE STATE COURTS OF THE STATE OF TEXAS IN COLLIN COUNTY. EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.



Limited Warranty

Whether in commercial or residential applications, all products manufactured by Polly Products are warranted for 20 (twenty) years against defects in materials, workmanship and breakage in accordance with our published specifications. Polly Products further warrants our recycled plastic components not to rot, split, crack or splinter during this period.

The above warranties commence on the date of invoice issued from Polly Products. Should any failure occur within the warranty period, please notify Customer Service by emailing customerservice@pollyproducts.com or calling 517-649-2243. Polly Products shall, upon written notification (which must include a description of the failure, a copy of your invoice/sales receipt and supporting pictures documenting a failure), verify the reported defect and issue an RMA (Return Materials Authorization). At our discretion, Polly Products will either repair the defective part(s) or supply a new part(s) within 60 days. Polly Products shall, at its expense, deliver the repaired or new part(s) to the customer's location; Polly Products shall not be responsible for providing nor incur the cost of labor to remove the defective part(s) and install any repaired or new part(s). All replacement parts shall be guaranteed for the balance of the original warranty period. Return of the defective/failed part(s) is required within 14 days of receipt of replacement(s), using the packaging the replacement(s) was shipped in. Instructions, which include a call tag for our carrier, will be inside the replacement package. Please be sure to fully tape/secure the carton, so we may recycle the returned part(s) at our facility.

The warranty is valid only if the products have been assembled and installed as per Polly Products instructions provided with each shipment, and if the products have been properly maintained and inspected annually. This warranty does not cover claims for items that have been subjected to misuse, neglect, accident (including storm or fire damage), vandalism, fading or color-match between dye lots, or that have been modified, altered, or repaired by anyone other than Polly Products or its authorized representative.

This warranty is exclusive and is in lieu of all other warranties, whether express or implied, including, but not limited to, any warranty of merchantability or fitness. In addition, no other warranty, oral, written, or implied, may be substituted for the warranty stated above. To the extent permitted by law, Polly Products shall not be liable for any incidental or consequential damages.

All claims made under the terms of this warranty must be received in writing via U.S. mail or email, and must include: 1) a copy of the original invoice and 2) supporting pictures. Claims must be sent to Polly Products, 12 N. Charlotte St., Mulliken, MI 48861, or customerservice@pollyproducts.com.



THE POPULAS FURNITURE LIFETIME WARRANTY

At *POPULAS* we love making high quality furniture for our customers. All of our environmentally-friendly manufacturing processes happen in the United States, and our products are built with durable US made steel, aluminum and wood products. To back up our pledge of quality, we offer a Lifetime Warranty on many of our products.

The *POPULAS* Furniture Limited Warranty covers defects in materials and workmanship in selected products that are sold to *POPULAS* Furniture customers. The warranty period lasts for the lifetime of the product after receipt. We will repair or replace any product component or product that is deemed to be defective by a Populas representative.

Lifetime Warranty does not cover: damage to any product caused by improper use, application or installation; changes in the look of any finish over time due to normal aging; damage to any finish caused by improper cleaning, maintenance or exposure to corrosive elements; normal wear and tear, which includes scuffs and areas of heavy wear; incidental or consequential damages, including labor to replace parts or products, repair of hydraulic hoses or recharge of hydraulic fluid for the Accella™ and Infinity™ series products.

Products not covered by the Lifetime Warranty:

- *Motorized and electrical components included in the Vox™, Infinity™ and Approach™ brand of products are covered by a Five (5) Year Limited Warranty.*
- *The gas piston included in the GPP models is covered by a Five (5) Year Limited Warranty.*

If you think an item may be defective, please contact Customer Service at

1-800-957-2720 or customerservice@populasfurniture.com.



WARRANTY

2018

Please Note: Mayline®—Safco® does not require the customer to fill out a warranty registration card. Please keep all purchase documents for the product in event the warranty is needed. Contact our Customer Care team for any warranty assistance at info@safcoproducts.com or (888) 971-6225.

Our warranty is a way of pledging excellence in the quality of our products. It is a way of protecting our customer's investments and continuing product improvement. Mostly, our warranty is a way of extending our dedication to our customers.

LIMITED LIFETIME WARRANTY

Safco warranty obligation: We pledge to repair or replace, at Safco's option, any Safco product or component that is defective in material or workmanship for as long as you, the original purchaser, own it. This warranty is subject to the provisions below.

LIABILITY LIMITATIONS

The following listed parts, components and supplies are covered under warranty in accordance with the below schedule following the product purchase date.

- **One Year:** Mogo Seat
- **Ten Years:** Seating controls and cylinders, Rumba™, Cha-Cha™, Tango™ and Electric Height-Adjustable Table Series laminates. AlphaBetter® Phenolic and Kydex® tops.
- **Five Years:** Glides, casters and polymer-based components, user-adjustable work surface mechanisms, seating upholstery fabrics, foam, laminates, veneer finishes and other covering materials, drawer glides, controls and guides that are in contact with moving parts, AlphaBetter® patented Pendulum™ Swinging Footrest Bar and electrical components.
- **Three Years:** Outdoor Products (Entourage™, Evos™, Canmeleon™, Cogo™).

WARRANTY SUBJECT TO EXCLUSIONS

Exclusions pertaining to this warranty are as follows but are not limited to:

- Product or product components utilized with the intent to rent or lease.



- Freight damages: Safco is not liable for any product damages sustained during shipping or handling operations. Safco provides specific policies and requirements regarding shipping and handling, and reserves the right to review and address product distribution matters separately.
- Normal wear and tear.
- Product negligence: A product is not considered defective upon improper installation, or misuse of the product or its components.
- Alterations or attachments to the product that were not approved by Safco.
- All COM fabric is not covered under this warranty.
- All corrugated products or components.
- Use of non-multiple shift products for multiple shifts.
- Products used for rental purposes.

Safco's warranty obligation is limited to normal use upon receipt of our products.

Normal commercial usage for seating is defined as the equivalent of a single shift, forty (40) hour workweek. To the extent that a seating product is used in a manner exceeding this, the applicable warranty period will be reduced in a prorata manner.

Models warranted for multiple shifts:

- Task Master® Industrial Series
- Soft Tough™ Series
- WorkFit™ Polyurethane Series
- Uber™ Series (500 lbs.)
- Alday™ Intensive-Use (500 lbs.)
- Vue™ Intensive-Use (500 lbs.)

WARRANTY PROCEDURES

Please follow the warranty procedures described below to ensure apt and responsive service.

1. Once a defect has been discovered, the original purchaser must contact Safco immediately (within 30 days of defect detection), in writing, with the serial number(s) (if applicable), date code and model number from the product(s) in question.
2. Upon inspection of the product(s), Safco will collect all relevant information necessary for review of the request.



3. Product replacement, replacement parts and repairs will be authorized by a Customer Care representative if acknowledged to be necessary under product warranty eligibility conditions.

SPECIFIC LIMITATIONS REGARDING COLOR VARIATIONS, FABRICS AND FINISHES

Natural products have varying grains and colors. Due to such natural variations occurring in materials such as wood and leather, these characteristics are not considered defects. Safco does not warrant the color-fastness or matching of colors, grains or textures of such materials. Materials supplied, selected or provided by the customer (COM) are not warranted.

Buyer is responsible for freight to and from factory on all warranty claims. Any description of the goods sold hereunder, including any reference to Buyer's specifications and any description in catalogs, circulars and other written material published by Safco is for the sole purpose of identifying goods and shall not create an express or implied warranty that the goods shall conform to such description.

There are no other warranties, and Safco disclaims all implied warranties including warranties of merchantability, fitness for a particular purpose and freedom from patent infringement. No agent, employee or representative of Safco has any authority to bind Safco to any affirmation, representation or warranty except as stated herein.

Safco shall have no liability for indirect, incidental, consequential or special damages of any kind. These limitations are agreed allocations of risk. Under no circumstances shall Safco's liability with regard to the sale or use of the products exceed the purchase price paid by the buyer for the products. Terms and conditions of this warranty are subject to change without notice.



LIMITED WARRANTY

Sandusky Lee Corporation warrants the following are free of defects in materials and workmanship.

5 Years Limited from the Date of Purchase:

Elite Series, Transport, System Series, Stainless Steel, Modular Storage System, Pull Out Shelf Cabinet, Bookcases, Book Trucks, Cubby Organizers, Computer Cabinets, Tablet Security Cart, 600 & 800 Series Lateral Files, Vertical Files, Steel Desks, Wall Cabinets

1 Year Limited from the Date of Purchase:

Classic Series, Value Line, Lockers, Wall Mount Laptop Cabinet, Carts & Stands, 400 Series Lateral Files, Steel Shelving (Edsal)

1 Year Limited

ALL IMPORTED PRODUCTS

The SOLE AND EXCLUSIVE REMEDY for such defects is the repair or replacement of a defective cabinet or parts thereof by Sandusky Lee Corporation or, at Sandusky Lee Corporation option, refund of the purchase price upon return of the cabinet to Sandusky Cabinets, Inc.

This warranty shall not apply in the event the products are damaged as a result of misuse, neglect, accident, moisture, improper application, improper assembly, or assembly not in conformity with the instructions of Sandusky Lee Corporation failure to abide by safety precautions prescribed by Sandusky Lee Corporation or modification or repair by persons not authorized by Sandusky Lee Corporation.

Sandusky Lee Corporation makes no express or implied warranties of any kind or nature except as expressly provided herein. There are no oral agreements or oral warranties collateral to or affecting this written warranty. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE EXPRESSLY DISCLAIMED. SANDUSKY LEE CORPORATION LIABILITY FOR ANY CLAIM HEREUNDER SHALL IN ALL EVENTS BE LIMITED TO AND NOT EXCEED THE PURCHASE PRICE OF THE PARTICULAR PRODUCT IN WHICH THE ALLEGED DEFECT OCCURRED. LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES IS EXPRESSLY DISCLAIMED.

Buyer assumes all risk and liability resulting from the use of the Cabinets whether used singly or in combination with other goods.

UNLESS ANY PORTION OF THE ABOVE IS CONSIDERED UNENFORCEABLE OR UNLAWFUL UNDER APPLICABLE LAW, THIS LIMITED WARRANTY SHALL APPLY TO ANY AND ALL PURCHASERS AND/OR USERS OF THE ELITE, SYSTEMS, TRANSPORT, CLASSIC, AUDIO VIDEO AND COMPUTER CABINETS.



AFFINIS

P.O. Box 1089, Mooresville, IN 46158, 800-733-8073, www.affinis.biz



SecoSelect Manufacturer's Limited Warranty EQUIPMENT INSTALLED IN THE U.S.A. AND CANADA

Subject to the terms, conditions and limitations herein, **SecoSelect** warrants to the original purchaser that its equipment, as originally supplied, is free from defects in materials and workmanship, and will perform adequately under normal use and service.

Standard Warranty

SecoSelect will replace or repair any part or parts found to be defective in material or workmanship for a period of one (1) year from date of installation, or a maximum of (18) months from the date of manufacture.

Warranty labor coverage at **SecoSelect's** standard rates during normal weekday business hours is provided to repair or replace any component found defective under the terms of the **SecoSelect** warranty for a period of one (1) year from the date of the original installation. Overtime, weekend, and holiday premiums will be the responsibility of the buyer.

Portable equipment (equipment with cord and plug with a weight of 70 pounds or less) must be taken or shipped, freight prepaid, to the nearest **SecoSelect** Authorized Service Representative or returned to the factory for warranty repairs. The following products fit this category: R4, R4S, R19, R19S, R19GD, RS3-AL, H3-AL, S1, S1S, HA1250, HA1500, HA1750, and any other unit 70 pounds or less ("Portable Equipment").

This warranty applies only to the original purchaser at the original installation location. All warranty work must be performed by a **SecoSelect** Authorized Service Representative or at **SecoSelect's** manufacturing facility. All warranty parts must be OEM and obtained through a **SecoSelect** authorized parts distributor.

This Limited Warranty does **NOT** cover claims relating to; (i) installation or connection to improper utilities, or use contrary to instructions furnished by **SecoSelect**; (ii) normal care and maintenance. This includes, but is not limited to: calibration of thermostats and controls, adjustments to doors, hinges, springs, and replacement of acrylic, synthetic, silicone, or rubber products, trim items, casters, accessories, electrical cords, and fuses; (iii) equipment failure caused by inadequate water quality, improper cleaning, harsh chemicals or acids; (iv) instances where the equipment has been; (a) altered or repaired other than by a **SecoSelect** Authorized Representative, (b) damaged due to misuse or misapplication, neglect, abuse, accident, fire, flood, riot or acts of God, (c) used other than in accordance with the procedures and instructions contained in the Operator's Manual, or (d) damaged during transit or delivery.

If, upon inspection by **SecoSelect** or its Authorized Service Agency, it is determined that this equipment has not been properly installed, the warranty will be void.

If the nameplate or other identifying marks have been removed, defaced or changed or the unit has been repaired or altered by persons other than expressly approved by **SecoSelect**, the warranty will be void.

When any situation occurs which voids the warranty, the manufacturer shall not be liable for any damage to any person or any property which may result from the use of the equipment thereafter. Warranty is limited to **SecoSelect** manufactured products only and does not apply to other equipment which may be connected to or installed within.

Enhanced Five Year Warranty

SecoSelect has enhanced the warranty for all machines **purchased after February 1, 2019**. All such machines will carry a **five (5) year “bumper-to-bumper” parts warranty**, and a one (1) year labor warranty provided customer selects and completes SecoSelect’s Total Delivery service (TDS) for a one-time fee of \$575.00. Total delivery service (TDS) is subject to availability based on location and situation. EC, VC, and portable equipment, as defined herein, are not eligible for the Enhanced Five Year Warranty.

Premium Ten Year Warranty

At the time of purchase after February 1, 2019, for a one-time fee of \$599.00, customers may further extend the warranty to become **ten (10) year “bumper-to-bumper” parts warranty** and a one (1) year labor warranty provided customer selects and completes SecoSelect’s Total Delivery service (TDS). EC, VC, and portable equipment, as defined herein, are not eligible for the Premium Ten Year Warranty.

THE FOREGOING LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE ORIGINAL PURCHASER’S ONLY REMEDY IS THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT OR PARTS PROVIDED ABOVE. IN NO EVENT SHALL SECOSELECT BE LIABLE FOR ANY AMOUNT EXCEEDING THE PURCHASE PRICE. UNDER NO CIRCUMSTANCES SHALL SECOSELECT BE LIABLE FOR LOSS OF PROFITS, LOSS OF BUSINESS, DAMAGE TO PROPERTY, OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

TERMS AND CONDITIONS

LIMITED WARRANTY

Silver King warrants to the original purchaser of Silver King refrigerated equipment that the equipment shall be free from defects in material and workmanship under normal use and service as outlined in the Technical Manual. This limited warranty shall apply for a period of three (3) year from the date of original purchase or 42 months from date of production. This applies to General Market Refrigeration units and excludes all Dispensing and Custom Holding Refrigeration or special Key Customer Contracts. Those terms are conditional at time of sale or contract. The Compressor will carry an additional two (2) year warranty. All warranties are subject to specific limitations outlined below.

This limited warranty does not apply to repair or replacement required as a result of carelessness, neglect and/or abuse, including improper installation, incorrect voltage supply, tampering with or altering components and/or equipment or failure to perform proper maintenance. Warranty also excludes consumables or replacement components such as shelving, trays, gaskets, etc. Equipment damaged in transit, by fire, flood or an act of God is not covered. At any time the units shell is compromised by adding excess weight or adhering non-approved components to its frame, the warranty will be voided. This limited warranty does not include freight, handling, installation, labor (following the one (1) year labor warranty period) or other incidental or consequential costs including product and/or economic loss. This limited warranty is in lieu of all other warranties, express or implied, including those of merchantability, and is non-transferable. Specific provisions of this limited warranty are as follows:

90 DAY YEAR PARTS WARRANTY

Silver King warrants to the original purchaser of new Silver King equipment that such parts thereof will be free of defects in material and workmanship, under normal use and service, for a period of 90 days from the date of original purchase, subject to all terms and conditions herein.

FIVE (5) YEAR COMPRESSOR WARRANTY

Silver King warrants to the original purchaser for a period of five (5) years from the date of original purchase or 66 months from the date of shipment from the factory, whichever comes first, that it will replace the compressor with one of similar design and capacity, exclusive of delivery and installation charges, if it is found to Silver King's satisfaction to be inefficient or inoperative due to defects in material or factory workmanship. It is the owner's responsibility to return the serial plate of the defective compressor, or at Silver King's option the complete compressor, to the factory. Failure to do so will void the warranty.

This warranty is limited to repairing or replacing any parts that, at Silver King's discretion, are deemed to be defective within the time period covered by this warranty. The 90 day parts warranty covers reasonable freight and handling charges. It does not cover special handling charges or expedited means for transport. Use of non-OEM parts may, at Silver King's discretion, void this warranty. If approved, warranty credit for non-OEM parts will be issued at the OEM cost. Replacement parts sold separately are warranted for 90-days from date of purchase.

ADDITIONAL WARRANTY GUIDELINES:

A factory issued Service Authorization Number must be obtained prior to work being performed under the labor warranty. Call your supplier or Silver King. Claims submitted without a Service Authorization Number will be paid at Silver King's discretion. The labor warranty includes standard straight time labor charges in accordance with Silver King's Labor Warranty Guidelines and reasonable travel time, as determined by Silver King.

Silver King may, at their discretion, request photos during or prior to service being dispatched to validate an assumed technical issue. Failure to comply with the request may result in the cost of service being the responsibility of the service requestor/site.

The warranty does not cover original installation, startup, normal adjustments or maintenance. Normal adjustments and maintenance include, but are not limited to; temperature control adjustments, temperature indicator calibrations, coil and filter cleaning, condensate drain cleaning.

A second service call for a related failure is not covered.

Use of refrigerants other than specified on the equipment serial plate voids the warranty. All claims must include; model and serial number of equipment, date of purchase, date of failure, and a copy of the service invoice detailing the defect and service performed. No claim will be processed without this information. All claims must be filed within 60 days from date of service.

PRODUCT ORDERING INFORMATION

Call us toll free at 1-800-328-3329 or 1-763-923-2441 Fax us at 1-763-553-1209

Visit www.silverking.com for stocking distributor, equipment specs and current price list for your area.

SERVICE / PARTS ORDERING INFORMATION

Call us toll free at 1-800-328-3329, prompt 3

TERMS AND CONDITIONS

- This price list and conditions are effective January 1, 2018 and supersedes all previous pricelists.
- All prices reflect payment in U.S. Dollars.
- Prices do not include any freight, duty, or taxes.
- Pricing subject to change without notice.
- No returns are accepted without prior written approval from the factory. An RMA (Returned Merchandise Authorization) form must be completed and then approved by Silver King. Please contact Silver King for details. Restocking fee will apply.
- All electrical equipment is single phase.
- Prices, designs, and specifications are subject to change without notice.
- Payments via credit card are subject to a 3% surcharge.

Silver King

1600 Xenium Lane, Plymouth, MN 55441-3706
www.silverking.com • 1-800-328-3329

SMITH CARREL, INC.

TEN YEAR LIMITED WARRANTY - FURNITURE

THREE YEAR LIMITED WARRANTY - ELECTRICAL COMPONENTS

Smith Carrel, Inc. warrants its furniture to be free of all defects in material and workmanship that may arise within (10) years from the date of purchase. Three (3) year limited warranty on electrical components. This warranty does not cover defects caused by apparent misuse, abuse, or inadequate maintenance of the product. Smith Carrel, Inc. will repair or replace, at its option, any portion of the product that is found to be defective under the terms of this warranty without cost to the purchaser.

THERE ARE NO IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY, AND THERE ARE NO OTHER EXPRESS WARRANTIES BEYOND THE WARRANTIES EXPRESSED HERE.

All incidental or consequential damages which may arise, including but not limited to business loss, personal property damage, and third party liabilities are hereby expressly excluded.

Smith Carrel, Inc. will be liable under this warranty only for the cost of, or at its option, the repair or replacement of defective products.

Southern Aluminum

Limited Lifetime Written Warranty

Southern Aluminum's expertise in design and manufacturing has always set the highest standards in our markets and we want you to be confident in our time-tested and functionally proven products. We guarantee our products to be free from manufacturing defects for as long as you own them. This includes the functional and mechanical performance of each product as used in the conventional purposes and application. This warranty does not cover normal wear and tear. There does not exist any known surface material or surface treatment, whether manufactured by Southern Aluminum or any competitors/manufacturers, which is completely scratch resistant. Southern Aluminum does not warranty scratches, gouges and other physical damage to the tabletop finish caused by transport, storage and use (misuse).

We provide instructions and teaching aids (DVD video, posters, hard copy instructions) regarding the care and maintenance of our products. In addition, Southern Aluminum offers specially designed and engineered heavy-duty table carts that reduce the likelihood of or eliminates the damage that conventional table carts can produce.

Some surface materials (Wilsonart, Formica and other HPL laminate products; stage carpet) are not manufactured by Southern Aluminum and are governed solely by the guarantees or warranties of these manufacturers. In addition, discoloration due to harsh cleaners, blemishes, scratches and deterioration to HPL laminates are not covered.

In the unlikely event of a warranty issue after your products are in use, we will replace or repair the product(s) at our discretion.



Certificate of Warranty

SportsPlay Equipment, Inc.

8505 Delmar Blvd, Ste G, St. Louis, MO 63124
(314) 389-4140 (800) 727-8180 Fax (314) 389-9034
www.sportsplayinc.com

Lifetime* Warranty is offered on the following:

- Aluminum Domes
- Aluminum Rings
- Spring Rider Aluminum Ponies
- Cast Aluminum Backboards

Metal Modular Units/Components:

Limited Lifetime* Warranty

- Steel Support posts
- Aluminum clamps

Limited 15-year Warranty

- Main support materials
- Decks

Limited 10-year Warranty

- Plastic components

Limited 3-year Warranty

- Fun Center polyethylene and plastic components

Limited 1-year Warranty

- All products not listed above.

*Lifetime warranty pertains to the life of the equipment. The LIFETIME warranty for Aluminum Fan Backboards only applies to aluminum fan backboards in which the goal is **mounted directly to the post** as recommended by the manufacturer and installed per manufacturers instructions. The warranty will be voided for all backboards not installed per these requirements. Use of any other attachment method will void all warranties written, expressed or implied.

If any of these products are damaged under normal use conditions, return the broken parts to Sports Play Equipment, Inc. at their St. Louis, Missouri plant. SportsPlay will send you a brand-new replacement part. You pay only the return and outbound freight.

Repair/Replacement orders for warranted products will be for the component part only. (Not the entire product.) Contact your SportsPlay distributor for a return authorization.

Warranties apply to structural failure caused by defective materials or defective workmanship, and with normal use and proper maintenance and installation. Damages from misuse, vandalism, lack of maintenance, improper installation, unauthorized repairs or modifications, acts of God or acts beyond SportsPlay's control, or cosmetic issues such as scratches, dents or fading of colors, are not covered by the warranty, nor does the warranty cover the cost of freight or labor for removal and installation of repaired or replacement parts.



Warranties are limited to repair or replacement of defective parts. A repaired or replacement part is covered only for the original warranty period. All warranties begin on the delivery date of the goods. Warranties are non-transferable and only apply to end users who purchase new products directly from SportsPlay or an authorized SportsPlay distributor for personal or business use and not for purpose of re-distribution or re-sale.

NO OTHER WARRANTIES APPLY. SPORTSPLAY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE ABOVE WARRANTIES EXCLUDE ANY LIABILITY OTHER THAN AS EXPRESSLY STATED INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.





Sprogs supports young children by providing furniture that fosters developmental growth.

1-800-260-2776

Sprogs Warranties

While under warranty School Outfitters will repair or replace any defective part(s) to the original purchaser.

Warranty excludes misuse, abuse, accidental damage, normal wear and tear, as well as failure to provide reasonable maintenance.

Sprogs Chairs, and Stools

LIMITED WARRANTY

Sprogs classroom chairs are warranted from any defects in design, workmanship, assembly or material for 15 years. Indoor/Outdoor chairs are warranted for 20 years. Stools are warranted for five years.

Sprogs Tables

LIMITED WARRANTY

Sprogs activity tables, and collaborative tables with Gray Nebula tops are warranted for 15 years from any defects in design, workmanship, assembly or material. Collaborative tables with whiteboard tops are warranted for 10 years.

Sprogs Cots & Rest Mats

LIMITED WARRANTY

Sprogs cots are warranted from any defects in design, workmanship, assembly or material for 20 years. Cot sheets, and blankets are warranted for one year. Rest mats are warranted for three years.

Sprogs Rugs

LIMITED WARRANTY

Sprogs printed rugs are warranted from any defects in material, workmanship and abrasive wear for life. Sprogs solid rugs are warranted for 10 years. The Sprogs heavy-duty solid rug is warranted for life. This warranty does not cover tears, burns, pulls, cuts, pilling, matting, or damage due to improper use or improper cleaning agents or methods, nor does it cover rugs on stairs or outside areas.

Sprogs Soft Seating

LIMITED WARRANTY

Sprogs vinyl soft seating is warranted from any defects in design, workmanship, assembly or material for five years. Foam soft seating is warranted for two years. Bean bags, and pillows are warranted for one year.

Sprogs Wood Furniture

LIFETIME LIMITED WARRANTY

Sprogs Baltic birch and maple wood furniture is warranted from any defects in design, workmanship, assembly or material for life.

Sprogs Room Dividers

THREE-YEAR LIMITED WARRANTY

Sprogs portable room dividers and partitions are warranted for three years from any defects in design, workmanship, assembly or material.

Sprogs Playground Equipment

LIMITED WARRANTY

Sprogs outdoor playground equipment is warranted from one to 10 years from any defects in design, workmanship, assembly or material.

Sprogs Cedar Wood Furniture

FIVE-YEAR LIMITED WARRANTY

Outer Spaces by Sprogs cedar wood furniture is warranted from any defects in design, workmanship, assembly or material for five years.

Sprogs Outdoor Classroom

FIVE-YEAR LIMITED WARRANTY

Sprogs art & music, literacy & language, theater, and STEM outdoor classroom products are warranted for five years from any defects in design, workmanship, assembly or material.

Sprogs Picnic Tables

THREE-YEAR LIMITED WARRANTY

Sprogs recycled plastic outdoor picnic tables are warranted for three years from any defects in design, workmanship, assembly or material.

For more information please visit www.SchoolOutfitters.com or call us at 1-800-260-2776.



Furnishing great places to learn.



I.D.SYSTEMS™ Warranty

I.D.SYSTEMS™ furniture is warranted for a period of five (5) years from date of delivery to the original purchaser. Products are warranted to be manufactured free from defects in material and workmanship, absent any misuse or damage.

I.D.SYSTEMS™ shall promptly, at their option, repair or resupply a like quantity of non-defective product. Claims shall be verified in writing within 30 days of the date the defect is discovered.

I.D.SYSTEMS™
By Stevens Industries, Inc.
704 West Main
Teutopolis, IL 62467
P: 800.350.3270

Claims to be made through Dealer where product was purchased.

LIMITED WARRANTY

Studio Designs (the “Company”) warrants to the original purchaser that this product will be free from defects in its workmanship and materials, under normal residential use and service conditions, as described herein. The Company will repair or replace, at its option, without charge to the original purchaser only, the defective product or parts for a period of ten (10) years (or Thirty (30) days on closeouts and discounted products) from the date of purchase and while owned by the original purchaser. This warranty shall be effective for the applicable time period beginning from date of purchase as shown on your original sales receipt. Replacement parts can only be supplied if parts are available. Items out of production may be unavailable. The Company’s obligation under this warranty is limited to repairing or replacing products or parts as provided herein. This product has been designed for and is intended for residential use only. This warranty is original purchaser’s sole remedy for product defects, and this warranty does not extend to any product, or damage to any product, caused by or attributable to abuse or misuse, products used for commercial or rental purposes, use modification of, or attachments to the product, and products or parts not used, maintained, or installed in accordance with the Company’s installation, maintenance and/or applicable guidelines. The warranty extended hereunder is in lieu of any and all other warranties, express or implied, including without limitation any implied warranty of merchantability or of fitness for a particular purpose. The Company will not be responsible for indirect, special, incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights. You may also have other rights which may vary from state to state. Call or email the Company for the procedure to follow when making warranty claims. Be prepared to explain the defect, provide your name, address, phone number, model number and purchase receipt information (date of purchase and retailer). If you require assistance with assembly or parts, visit www.studiodesigns.com or call 866-942-0492.

We appreciate your feedback and invite you to visit www.studiodesigns.com/crc to complete our Customer Response Card.

GARANTÍA LIMITADA

Studio Designs (la “Empresa”) garantiza al comprador original que este producto estará libre de defectos tanto de fabricación como en los materiales utilizados bajo el uso, servicio y condiciones normales residenciales, tal como se describe a continuación. La Empresa reparará o reemplazará, como una opción, sin cargo alguno únicamente al comprador original, el producto o las partes defectuosas por un período de diez (10) años (o treinta (30) días si son productos de saldo y con descuento) desde la fecha de compra y mientras éste siga siendo propiedad del comprador original. Esta garantía será efectiva para el período de tiempo pertinente a partir de la fecha de compra que se muestra en el recibo de venta original. Las partes de reemplazo únicamente podrán ser proporcionadas si éstas se encuentran disponibles. Los artículos que estén discontinuados podrían no estar disponibles. La obligación de la Empresa bajo esta garantía se limita a la reparación o el reemplazo de los productos o las partes como se describe en ésta. Este producto ha sido diseñado para, y con el propósito de que sea para uso residencial únicamente. Esta garantía es el recurso exclusivo respecto a productos defectuosos para el comprador, y esta garantía no se extiende a cualquier otro producto, o los daños a cualquier otro producto, causados por, o atribuibles al abuso o mal uso, productos utilizados para propósitos comerciales o de arrendamiento, modificación en el uso de, o anexos al producto, y productos o partes que no sean usadas, mantenidas en buenas condiciones, o instaladas de acuerdo con las directrices de instalación y mantenimiento de la Empresa, y/o otras directrices pertinentes. Conforme a la presente extensión de esta garantía, en vez de cualquier y todas las otras garantías, expresas o implícitas, incluyendo sin limitación cualquier garantía tácita de comercialidad o capacidad para un propósito particular. La Empresa no será responsable de los daños indirectos, especiales, incidentales o consecuentes. En algunos estados no se permite la exclusión o limitación de daños incidentales o consecuentes, por lo que las limitaciones o exclusiones anteriores podrían no ser aplicables para usted. Esta garantía le ofrece derechos legales específicos. Usted también podría tener otros derechos, los cuales podrían variar en cada estado. Llame o envíe un correo electrónico a la Empresa para el procedimiento que usted debe seguir al hacer reclamaciones de garantía. Está preparado para explicar el defecto, proporcione su nombre, dirección, número de teléfono, número de modelo e información en su recibo de compra (fecha y lugar de compra). Si necesita ayuda para ensamblar o con las piezas, visite www.studiodesigns.com o llame al 866-942-0492.

Agradecemos sus comentarios y le invitamos a visitar www.studiodesigns.com/crc para llenar nuestro formulario.

GARANTIE LIMITÉE

Studio Designs (la « Compagnie ») garantit à l’acheteur original que ce produit sera exempt de tout défaut de fabrication et matériel s’il est utilisé à la maison et dans des conditions d’exploitation normales, tel que décrit à la présente. La Compagnie réparera ou remplacera, à sa discrétion et sans frais pour l’acheteur original seulement, le produit défectueux ou les pièces défectueuses pour une période de dix (10) ans (ou trente (30) jours sur des produits liquidés ou offerts à prix réduits), à compter de la date d’achat et pendant que l’acheteur original est propriétaire du produit. Cette garantie sera en vigueur pour la période de temps applicable à compter de la date d’achat, comme l’illustre le reçu de vente original. Les pièces de rechange ne pourront être fournies uniquement si elles sont disponibles. Les articles hors de production ne seront peut-être pas disponibles. En vertu de cette garantie, l’obligation de la Compagnie se limite à réparer ou à remplacer les produits ou les pièces, comme le stipulent les présentes. Ce produit a été conçu pour un usage résidentiel et a pour but d’être utilisé uniquement ainsi. Cette garantie est le seul recours de l’acheteur original lorsque le produit est défectueux, et cette garantie ne s’applique pas à tout produit ou dommages à tout produit, causés par ou attribuables à un usage abusif ou à un mésusage ou si les produits sont utilisés à des fins commerciales ou de location, si l’utilisation du produit est modifiée ou si les accessoires et les produits ou pièces du produit ne sont pas utilisés, entretenus ou installés conformément aux directives d’installation, d’entretien et/ou applicables. La garantie fournie à la présente remplace toutes autres garanties expresse ou implicite, y compris sans toutefois s’y limiter toute garantie implicite de commercialité ou de qualité pour un usage particulier. La Compagnie n’est pas responsable des dommages indirects, spéciaux, imprévus ou consécutifs. Certains états ou provinces interdisent l’exclusion ou la restriction des dommages imprévus ou consécutifs; ainsi, les limites ci-dessus ou les exclusions ne s’appliquent peut-être pas. Cette garantie vous donne des droits spécifiques. Vous pourriez avoir d’autres droits qui peuvent varier d’un état à l’autre ou d’une province à l’autre. Appelez ou envoyez un courriel à la Compagnie pour la procédure que vous devez suivre lors de la réclamation de garantie. Préparez-vous à expliquer la défectuosité, et donnez vos nom, adresse, et numéro de téléphone, numéro de modèle et votre facture d’achat (date et lieu d’achat). Si vous avez besoin d’aide pour l’assemblage ou des pièces, visitez www.studiodesigns.com ou composez le 866-942-0492.

Nous apprécions vos commentaires et nous vous invitons à visiter www.studiodesigns.com/crc pour remplir notre formulaire.



POLICY AND SERVICES

PRICING: All prices are F.O.B. Tensco Corp's Facility in Dickson, Tennessee. All orders are subject to final acceptance at the Home Office, Dickson, Tennessee. Prices subject to change without notice. Tensco has the right to make product design changes at any time. Tensco's prices do not include sales, use, excise or similar taxes. Consequently, in addition to the prices specified herein, the amount of any present or future sales, use, excise or similar tax applicable to the manufacture, sale, purchase or use of the goods sold hereunder shall be paid by Buyer. In lieu thereof, Buyer shall provide Seller with a tax exemption certificate acceptable to the applicable taxing authorities.

TERMS OF PAYMENT: Terms are Net 30 Days from date of shipment. A service charge of 1 1/2% per month will be charged for overdue invoices.

MINIMUM ORDERS: Minimum order is \$15.00.

SPECIFICATIONS: Tensco reserves the right to change any product specifications contained in this price list.

FREIGHT CHARGES: All shipments will be made freight collect unless otherwise specified. If freight is prepared, it will be added to the invoice or billed separately, depending on arrangements. On shipments by parcel post, the postage will be added to the invoice. All routing will be done solely by the Home Office. If purchaser does not accept delivery of merchandise when ready for shipment, storage fees will be charged to the purchaser.

WEIGHT: Weights shown are approximate.

FREIGHT CLAIMS: Claims for shortages must be made in writing to the Home Office within 5 business days from receipt of shipment. Claims for damaged or lost material must be filed with the carrier.

CAUTION: When you give delivering carrier a clear receipt for a shipment in which there is damaged merchandise or a shortage, the carrier is relieved of further responsibility. Claims for damage or shortage must be filed by you with the delivering carrier. Tensco will not accept return of merchandise damaged in transit. Your claim is with the delivering carrier.

PARTIAL SHIPMENTS: Tensco reserves the right to make delivery in installments unless otherwise expressly stated herein. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of all installments shall not relieve Buyer of its obligations to accept remaining deliveries.

SHIPPING TIME: Shipping dates are estimates only, based on standard manufacturing times. Tensco makes every effort to meet shipping date requests, but will not be held liable for missed shipping dates. Once items are shipped, Tensco is not responsible for delays caused by the delivering carrier. This includes, but is not limited to, delays in installation proceedings due to slow delivery by carrier.

CANCELLATIONS & RETURNS: Orders for "Special" items are not subject to change or cancellation. No return merchandise will be accepted without written consent of the General Office, Dickson, Tennessee. All returned shipments are subject to a handling charge of 25% plus all transportation charges incurred by Tensco unless Tensco is at fault. Once production of "Special" items has begun, cancellation of order is subject to Tensco approval. A 15% surcharge will be assessed to approved cancelled items.

CODE RESTRICTIONS: Local building codes vary. It is the purchaser's responsibility to determine that product installation is in accordance with local requirements.

LIMITED WARRANTY

Tensco warrants goods purchased hereunder to be free of defects in materials and workmanship for a period of one (1) year from the date of shipment, hereunder. Tensco's warranty shall not apply in the event goods are damaged as a result of misuse, abuse, neglect, accident, improper application, modification or repair by persons not authorized by Seller, where goods are damaged during shipment. UNLESS CONSIDERED UNENFORCEABLE OR UNLAWFUL UNDER APPLICABLE LAW:

- a. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED.
- b. BUYERS REMEDY, IF ANY, FOR ANY DEFECTIVE GOODS SHALL BE LIMITED TO A REFUND BY SELLER OR REPLACEMENT OF THE GOODS AT SELLER'S OPTION AND SHALL IN NO EVENT INCLUDE DAMAGES OF ANY KIND, WHETHER INCIDENTAL, CONSEQUENTIAL OR OTHERWISE.

NO GOODS ACCEPTED FOR RETURN WITHOUT PRIOR APPROVAL. Seller shall have the right to inspect any goods claimed to be defective at Buyer's place of business or require Buyer to return the goods to Seller for inspection on Seller's premises. Transportation charges covering returned goods will be borne by Seller only if such goods are proven to be defective, are covered by this warranty and are returned within the warranty period stated above.