

VENDOR CONTRACT

Between _____ and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

FURNITURE

CONTRACT NUMBER 1102215

General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

Definitions

PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted 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 contract.

Renewal of Contracts

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

Participation Fees

Vendor or vendor assigned dealer contracts to pay the participation fee for all contract sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS contract. Failure to pay the participation fee will result in termination of contract. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

- 1. Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and

hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;

- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop

work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

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, awarded vendor agrees that no employee of a sub-contractor 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. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded 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: Awarded 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. Awarded 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 contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

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 then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
 - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

() We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

() We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: Demco, Inc.

Mailing Address: PO Box 7488

City: Madison

State: WI

Zip: 53707-7488

Telephone Number: (866) 558-9068

Fax Number: (888) 320-0288

Email Address: contracts@demco.com

Authorized Signature: *Amy Schmale*

Printed Name: Amy Schmale

Position: Contract Administrator

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blenda McNatt *10-22-15*
TIPS Authorized Signature Date

David Wayne Fitts *10-22-15*
Approved by Region VIII ESC Date

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe National Coordinator	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	Kim Thompson, Coordinator of Office Operations	Contact
Phone	+1 (903) 243-4759	Department		Department
Fax	+1 (866) 749-6674	Building		Building
Bid Number	1102215	Floor/Room		Floor/Room
Title	Furniture	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 839-8472	Fax
Issue Date	08/03/2015	Email	bids@tips-usa.com	Email
Close Date	9/11/2015 3:00:00 PM CT			
Need by Date				

Supplier Information

Company Demco, Inc.
 Address PO Box 8048
 Madison, WI 53708-8048

Contact
 Department
 Building
 Floor/Room

Telephone 1 (800) 752-7614
 Fax 1 (800) 417-7614
 Email

Submitted 9/10/2015 5:45:20 PM CT
 Total \$0.00

Signature Amy Schmale

Email amys@demco.com

Supplier Notes

Customer must inform Demco when using the TIPS contract to ensure we are giving them the appropriate pricing.

Bid Notes

Bid Activities

Bid Messages

Date	Subject	Message
08/13/15	Pre-Bid Webinar	<p>** The webinar is being recorded for those that have scheduling conflicts. Please contact TIPS at tips@tips-usa.com for a link to the recorded session.</p> <p>1. Please join my meeting. https://global.gotomeeting.com/join/604337077</p> <p>2. Use your microphone and speakers (VoIP) - a headset is recommended. Or, call in using your telephone.</p> <p>Dial +1 (872) 240-3412 Access Code: 604-337-077 Audio PIN: Shown after joining the meeting</p> <p>Meeting ID: 604-337-077</p>
08/13/15	Pre-Bid Webinar	<p>** The webinar is being recorded for those that have scheduling conflicts. Please contact TIPS at tips@tips-usa.com for a link to the recorded session.</p> <p>Monday, August 17, 2015, 10:00 AM (CST)</p> <p>1. Please join my meeting. https://global.gotomeeting.com/join/604337077</p> <p>2. Use your microphone and speakers (VoIP) - a headset is recommended. Or, call in using your telephone.</p> <p>Dial +1 (872) 240-3412 Access Code: 604-337-077 Audio PIN: Shown after joining the meeting</p> <p>Meeting ID: 604-337-077</p>

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	Continental US, excludes AK & HI
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Since 1905, we have supported the valuable work of library and education professionals throughout the US by providing exceptional products. Whether you are looking for library or school supplies, furniture, equipment or learning materials, Demco can serve all your needs.

6	Primary Contact Name	Primary Contact Name	Amy Schmale
7	Primary Contact Title	Primary Contact Title	Contract Administrator
8	Primary Contact Email	Primary Contact Email	amys@demco.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8665589068
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	8883200288
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	8665589068
12	Secondary Contact Name	Secondary Contact Name	Kris Snow
13	Secondary Contact Title	Secondary Contact Title	Contract Administrator
14	Secondary Contact Email	Secondary Contact Email	contracts@demco.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8665589068
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	8883200288
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Amy Schmale
19	Admin Fee Contact Email	Admin Fee Contact Email	amys@demco.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8665589068
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Amy Schmale
22	Purchase Order Contact Email	Purchase Order Contact Email	contracts@demco.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8665589068
24	Company Website	Company Website (Format - www.company.com)	www.demco.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	39-1311089
26	Primary Address	Primary Address	PO Box 7488
27	Primary Address City	Primary Address City	Madison
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Wisconsin
29	Primary Address Zip	Primary Address Zip	53707-7488
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	library, school furniture, computer workstations, shelving, book returns, carrels, chairs, circulation desk, desks, displays, panel systems, seating, stools, storage, tables, table & chair sets, lounge

31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Madison
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Wisconsin
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	28
44	Years Experience	Company years experience in this category?	12
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
46	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	1 year

Line Items

Response Total: \$0.00

2 CFR PART 200 Contract Provisions

Required Federal contract provisions of Federal Regulations for Contracts

The following provisions are required to be in place and agreed if the procurement is funded with federal funds. TIPS or its members are the subgrantee or subrecipient by definition in most cases. Not all provisions herein apply to all contracts. Compliance is required as it applies to the individual purchase contract.

Appendix II to Part 200

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

2 CFR PART 200

These contract provisions are incorporated by reference or attachment into all contracts with your company when TIPS or its members purchase is with federal funds if you respond to a TIPS competitive procurement request for proposals or bid..

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

Federal Rule (1) Contracts for more than the simplified acquisition threshold currently set at \$150,000, 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 Federal Rule (1) above, when federal funds are expended by TIPS or its members, TIPS or its members reserves 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 MJ Initial of Authorized Company Official

Federal Rule (2) 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 Federal Rule (2) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS reserves 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. TIPS OR ITS MEMBERS reserves 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 TIPS OR ITS MEMBERS. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES MJ Initial of Authorized Company Official

Federal Rule (3) 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."

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Pursuant to Federal Rule (3) above, when federal funds are expended by TIPS OR ITS MEMBERS, for all construction contracts awarded by grantees and their contractors or subgrantees, the proposer certifies that during the term of an award, when federal funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with Equal Opportunity Employment laws specifically Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60.

Does vendor agree? YES MJ Initial of Authorized Company Official

Federal Rule (4) 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 Federal Rule (4) above, when federal funds are expended by TIPS OR ITS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES MJ Initial of Authorized Company Official

Federal Rule (5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity 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 Federal Rule (5) above, when federal funds are expended by TIPS OR ITS MEMBERS, the proposer certifies that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES MJ Initial of Authorized Company Official

Federal Rule (6) Rights to Inventions Made Under a Contract or Agreement. 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

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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 Federal Rule (6) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES MJ Initial of Authorized Company Official

Federal Rule (7) 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 Federal Rule (7) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES MJ Initial of Authorized Company Official

Federal Rule (8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award \$25,000 or greater (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.

Does vendor agree they are not debarred as specified above ? YES MJ Initial of Authorized Company Official

Federal Rule (9) 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 Federal Rule (9) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term and after the awarded term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies to the terms included or referenced in Federal Rule 9 above.

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Does vendor certify to the provisions in Federal Rule (9) above? YES MJ Initial of Authorized Company Official

Federal Rule (10) 2 CFR 200.233 Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Pursuant to Federal Rule (10) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that the awarded vendor retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES MJ Initial of Authorized Company Official

Federal Rule (11) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES MJ Initial of Authorized Company Official

Federal Rule (12) 2 CFR §200.322 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 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; 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. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to Procurement of recovered materials which are listed above.

Does vendor agree they will comply? YES MJ Initial of Authorized Company Official

Company Name Demco, Inc.

Print name of authorized representative Michael J. Wygocki

Signature of authorized representative 

Date 9/10/15

Signature above acknowledges all provisions in this four page document and the vendor/proposer/bidder responses herein to the 12 rules.

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.

Vendor Name: Demco, Inc.

Vendor Address: PO Box 7488, Madison, WI 53707-7488

Vendor E-mail Address: contracts@demco.com

Vendor Telephone: 866-558-9068

Authorized Company Official's Name: Michael J. Wygocki

Signature of Company Official: 

Date: September 10, 2015

References

**** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
Parkwood Hills Intermediate Scl	Fort Worth	TX	Caroline Carr	817-744-4023
UW-Madison Library	Madison	WI	Steve Frye	608-262-4631
Metropolitan Library System	Oklahoma City	OK	John Rahhal	405-606-3794
El Paso Community College	El Paso	TX	John Tharp	915-831-6308

A.C. Furniture Company Inc.

P.O. BOX 200
AXTON, VA. 24054

(276)-650-3356
Web page-<http://www.acfurniture.com/>

FAX (276)-650-3747

WARRANTY

A.C. FURNITURE CO. WARRANTS ITS PRODUCTS FOR ONE YEAR FROM INVOICE DATE TO BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIAL WITH NORMAL USE AND SERVICE. THIS WARRANTY DOES NOT INCLUDE UPHOLSTERY MATERIALS, WHICH ARE SUBJECT TO WHATEVER WARRANTY IS OFFERED BY THE RESPECTIVE MILLS. FREIGHT DAMAGE IS NOT COVERED BY THE WARRANTY, AND CLAIMS SHOULD BE FILED WITH THE DELIVERING CARRIER. THE WARRANTY ALSO DOES NOT APPLY TO ANY PRODUCT WHICH HAS BEEN REPAIRED OR ALTERED BY ANYONE OTHER THAN A.C. FURNITURE OR ITS AGENTS OR HAS BEEN SUBJECT TO MISUSE OR NEGLIGENCE. THE FACTORY WILL NOT ASSUME LABOR CHARGES FOR UNAUTHORIZED REPAIRS. WE RESERVE THE RIGHT TO REPLACE OR REPAIR DEFECTIVE MERCHANDISE AT OUR OPTION.



Care & Maintenance

Periodic maintenance is necessary to ensure long term durability & customer satisfaction. All products should be closely inspected each month. Clean product regularly & tighten screws & bolts that may have become loose during use. If any items show any sign of structural failure they should be taken out of service immediately.

- **Chrome Frames**

Clean Chrome with a high grade Chrome cleaner to maintain bright finish. Occasionally Chrome leakage can occur on products that have just been delivered, again clean with cleaner to eliminate this.

- **Epoxy Powder Frames**

Clean using a damp cloth with a mild solution of soap & water.

- **Plastic Feet**

Need to be inspected & replaced if worn.

- **Wood Seating & Tables**

Wood is a natural product & owes its inherent beauty to the variations in color, texture & grain and are not considered defects. Because of this, Allermuir cannot guarantee the exact matching of any of the wood items. Allermuir is also not able to guarantee matching of colors between batches, as wood ages naturally through time & exposure to sunlight.

A thorough inspection should be made monthly to ensure that the joints have not become loose. Take out of service immediately if this has occurred. Joints may become loose when people continually rock back and forth.

Wood can be cleaned with a water soluble solution to remove build-up of grease & grime (remove any excess water immediately).

Wood products should not be subjected to extreme temperatures, particularly heat, moisture and direct sunlight.

- **Fabric**

Please follow specific manufacturing guidelines on the cleaning of fabric. Cleaning with the wrong substance could damage the fabric.

- **Leather**

Can be cleaned with a mild saddle soap.

- **Table Tops**

Clean with a soft damp cloth and mild detergent solution. Do not use abrasive cleaners.

Warranty

Any material or manufacturing defects in Allermuir products are covered by a 10 year limited warranty from the date of delivery. Any defects in materials specified by the customer e.g. laminates and fabrics which are not manufactured by Allermuir will be subject to the original manufacturer's warranty conditions. Any freight damage or damage cause by accident, misuse, abuse or neglect and normal wear and tear, is not covered by this warranty. Warranty applies to normal use in shingle shift (8 hr) operation. Multiple shift operation or use of the product warranty is pro-rated accordingly. Please contact your customer support representative for full detailed warranty policy.



Warranty

Arcadia products are guaranteed against defects in material and workmanship for a period of ten (10) years from the original invoice date. Pneumatic lifts, tilting mechanisms and casters are warranted to be free from defects in materials and workmanship for a period of four (4) years. Fabrics are warranted to be free from defects in materials and workmanship for one (1) year or the extent the manufacturer of fabric will warrant further, whichever is greater. Customer's own material, (COM/COL), are not included in this warranty.

This warranty does not include defects from normal wear and tear. Normal wear and tear is defined as single shift service, (8 hours per day), five days per week. For multiple shift applications, (i.e. use in excess of 8 hours per day), the warranty period is reduced to five years. Arcadia assumes no responsibility for repairs to products sustaining damages resulting from user modification, attachments to a product, misuse, abuse, alteration or neglect use of the product.

The warranty provisions set forth above are expressly in lieu of all other warranties, express, statutory or implied in fact or by law, and all remedies against. There are no implied warranties of merchantability or fitness for a particular purpose made by Arcadia in connection with the sale or use of any such article of furniture.

If a defect in material or workmanship has occurred, Arcadia reserves the right to determine if the problem has occurred under normal use. The defective product will be repaired or replaced at the option of Arcadia, free of charge to the customer.

Warranty claims should be submitted, in writing, with a detailed explanation of the occurrence to Arcadia's Customer Service Department.

Claridge®

PRODUCTS AND EQUIPMENT, INCORPORATED
Midwest Division
713 South Vermont St.
Palatine, IL. 60067



PHONE: 847-991-8822
FAX: 847-991-9057

Writing Surface Guarantee

Claridge porcelain enamel steel markerboard and chalkboard writing surfaces offer unsurpassed durability and performance - a lifetime of performance. We are so confident in the quality and dependability of our porcelain surfaces that we guarantee it for the Life of the Building!

Life of the Building Guarantee

Under normal usage and maintenance, and when installed in accordance with manufacturer's instructions and recommendations, Claridge porcelain enamel steel markerboard and chalkboard writing surfaces are guaranteed for the Life of the Building. Guarantee covers replacement of defective boards but does not include cost of removal or reinstallation.

Tack Board Surface Guarantee

Guarantee materials furnished by us to be free from defects in materials and workmanship for one (1) year from the date of substantial/final completion.



ORDERING INFORMATION

Warranty

DEMCO Interiors warrants to the original purchaser only will be free from defects in material and workmanship, given normal use, for a period of five (5) years from the date of the initial delivery on the terms and conditions set forth below.

If such a defect is found to exist during the warranty period, the original purchaser's sole remedy will be the repair or replacement, whichever DEMCO Interiors selects, of the product at no cost to the purchaser. All replaced products or product parts shall become the property of DEMCO Interiors.

The purchaser shall promptly notify DEMCO Interiors of any defect. No product will be accepted for warranty work without prior written approval of DEMCO Interiors' authorized personnel.

Defects resulting from abuse, misuse, improper storage, alteration, unauthorized repair or failure to follow published instructions for use or assembly are not covered by this warranty.

No corporation, firm, or individual is authorized to incur or assume for DEMCO Interiors any liability in connection with the sale, installation, or use of products except as stated in this warranty.

There are no other warranties relating to products expressed or implied, including any warranties of merchantability or fitness for a particular purpose, and in no event shall DEMCO Interiors be liable for incidental or consequential damages.

This warranty applies only to standard products that fall under the DEMCO Steel product line.



Warranty

DEMCO Interiors warrants to the original purchaser only will be free from defects in material and workmanship, given normal use, for a period of five (5) years from the date of the initial delivery on the terms and conditions set forth below.

If such a defect is found to exist during the warranty period, the original purchaser's sole remedy will be the repair or replacement, whichever DEMCO Interiors selects, of the product at no cost to the purchaser. All replaced products or product parts shall become the property of DEMCO Interiors.

The purchaser shall promptly notify DEMCO Interiors of any defect. No product will be accepted for warranty work without prior written approval of DEMCO Interiors' authorized personnel.

Defects resulting from abuse, misuse, improper storage, alteration, unauthorized repair or failure to follow published instructions for use or assembly are not covered by this warranty.

No corporation, firm, or individual is authorized to incur or assume for DEMCO Interiors any liability in connection with the sale, installation, or use of products except as stated in this warranty.

There are no other warranties relating to products expressed or implied, including any warranties of merchantability or fitness for a particular purpose, and in no event shall DEMCO Interiors be liable for incidental or consequential damages.

This warranty applies only to standard products that fall under the ColorScape lines.



ORDERING INFORMATION

Warranty

DEMCO Interiors warrants to the original purchaser only will be free from defects in material and workmanship, given normal use, for a period of five (5) years from the date of the initial delivery on the terms and conditions set forth below.

If such a defect is found to exist during the warranty period, the original purchaser's sole remedy will be the repair or replacement, whichever DEMCO Interiors selects, of the product at no cost to the purchaser. All replaced products or product parts shall become the property of DEMCO Interiors.

The purchaser shall promptly notify DEMCO Interiors of any defect. No product will be accepted for warranty work without prior written approval of DEMCO Interiors' authorized personnel.

Defects resulting from abuse, misuse, improper storage, alteration, unauthorized repair or failure to follow published instructions for use or assembly are not covered by this warranty.

No corporation, firm, or individual is authorized to incur or assume for DEMCO Interiors any liability in connection with the sale, installation, or use of products except as stated in this warranty.

There are no other warranties relating to products expressed or implied, including any warranties of merchantability or fitness for a particular purpose, and in no event shall DEMCO Interiors be liable for incidental or consequential damages.

This warranty applies only to standard products that fall under the TotaLibra lines.



ORDERING INFORMATION

Damaged Shipments (continued)

DEMCO Interiors reserves the right to accept or reject any claim in whole or in part. DEMCO Interiors shall not be responsible for any defects caused by your willful or negligent acts, incorrect storage or installation of the Products, or normal wear and tear. Any claims based on the warranty shall be made within the period prescribed by the warranty.

Taxes

Any manufacturer's sales or excise tax, or any other tax or government charge now or hereafter levied upon the products, sales or use or shipment of goods shall, at the Company's option, be charged to the customer.

Warranty

DEMCO Interiors warrants to the original purchaser only will be free from defects in material and workmanship, given normal use, for a period of five (5) years from the date of the initial delivery on the terms and conditions set forth below.

If such a defect is found to exist during the warranty period, the original purchaser's sole remedy will be the repair or replacement, whichever DEMCO Interiors selects, of the product at no cost to the purchaser. All replaced products or product parts shall become the property of DEMCO Interiors.

The purchaser shall promptly notify DEMCO Interiors of any defect. No product will be accepted for warranty work without prior written approval of DEMCO Interiors' authorized personnel.

Defects resulting from abuse, misuse, improper storage, alteration, unauthorized repair or failure to follow published instructions for use or assembly are not covered by this warranty.

No corporation, firm, or individual is authorized to incur or assume for DEMCO Interiors any liability in connection with the sale, installation, or use of products except as stated in this warranty.

There are no other warranties relating to products expressed or implied, including any warranties of merchantability or fitness for a particular purpose, and in no event shall DEMCO Interiors be liable for incidental or consequential damages.

This warranty applies only to standard products that fall under the TechnoLink product line.



LIFETIME WARRANTY

Encore warrants all products to be free from defects in material and workmanship as described below. The company will repair or replace, at its option, without charge to the original purchaser only, defective products or parts that fail during normal use (normal use is defined as eight (8) hour days, five (5) days per week) throughout the applicable warranty period. Field labor and service(s) are not covered under this warranty.

All seating products carry a lifetime warranty, covering the following chair components: pneumatic cylinder, chair mechanism, foam, base, casters, frame and all other structural components, excluding stool footings and upholstery materials, for as long as the chair is owned by the original purchaser.

Stool footings are warranted from defects in material and workmanship for two (2) years from the original purchase date.

Encore upholstery fabrics, vinyls and leathers are also warranted from defects in material and workmanship for two (2) years from the original purchase date. COM, COV and COL are not covered by this warranty. Normal wear and tear is the responsibility of the specifier. Please consult with upholstery material suppliers for performance criteria of individual materials.

All tables and tablets are warranted from defects in material and workmanship for a period of ten (10) years from the date of purchase or until table or tablet is no longer owned by the original purchaser, whichever occurs first.

The foregoing warranty excludes any damage or defects caused by abuse of this product or its use for a purpose other than what the product is intended. Encore Seating does not assume responsibility for unauthorized repairs to chairs or tables that sustain damage resulting from user modification, improper assembly, attachments to product, misuse, alteration or negligent use of the product.

INTENSIVE USE LIMITED WARRANTY

When chair usage requirement exceeds the standard single shift eight (8) hour day, five (5) days per week maximum, Encore offers a 24-Hour Intensive Use upgrade on select models as listed below. 24-Hour Intensive Use is defined as: three eight (8) hour shifts, five (5) days per week, 350 lb. user maximum.

24-HOUR INTENSIVE USE UPGRADE FEATURES:

- Heavy-duty base to extend chair life (base finish available in black only).
- Heavy-duty gas lift to accommodate repeated operation by multiple users.
- Reinforced plywood seatboards to withstand impact and prolonged usage.

LIMITED 10 YEAR WARRANTY

Encore warrants the 24-Hour Intensive Use upgrade when applied to the appropriate models for a period of ten (10) years. Select fabrics and foam cushioning are covered for two (2) years (please refer to standard product warranty policy for processing information).



LIMITED LIFETIME WARRANTY

Subject to the terms, conditions and exceptions stated below, High Point Furniture Industries, Inc. ("HPFI"), warrants that each finished product or separate component or part which it sells after April 1, 2001 ("Product") will be free from defects in material and workmanship, when subject to normal commercial usage, for so long as the Product is owned by the original purchaser. If the Product is sold by HPFI to a retailer or dealer, the "original purchaser" shall be the purchaser of the Product from the retailer or dealer. Otherwise, the "original purchaser" shall be the purchaser of the Product from HPFI. The original purchaser may designate this warranty to any other person or entity.

EXCEPTIONS

High-Wear Parts- High-wear parts such as glides, gas cylinders, casters, expansion chair components, polymer-based components, and upholstery/waterproofing mechanisms are warranted against defects in material and workmanship only for a period of five years (five years on recliner mechanisms and casters) from the date on which the Product is sold by HPFI or until the product is no longer owned by the original purchaser, whichever is the shorter time period.

Wear Finishes- Wear finishes are warranted against defects in material and workmanship only for a period of three years from the date on which the Product is sold by HPFI or until the product is no longer owned by the original purchaser, whichever is the shorter time period.

Electrical Components- Electrical components are not warranted by HPFI but may have warranties from the electrical component manufacturer.

Fabrics- Careful consideration is given in our selection of standard fabric offerings. The fabrics we have selected offer the best in appearance, durability and value; however, since we have no control over the environment, cleaning or other conditions which may affect colorfastness or durability, we cannot warrant fabrics beyond any warranty which may be provided to us by the fabric supplier. Customer's own material (COM) selected by and used at the request of a customer are not warranted.

CUSTOMER'S OWN MATERIAL

If HPFI agrees to use the Customer's Own Material (COM) on HPFI brand products, or build a custom product:

-HPFI shall have no responsibility for the condition, quality, value, performance, physical properties, or any other aspect of the COM.

-HPFI shall have no liability for any damages, injuries, or losses to the customer or to any third party that shall be caused by any COM, and the customer shall hold HPFI harmless for all liability.

For complete COM order requirements and warranty information see the HPFI COM Order Form.

EXCLUSIONS

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

- Normal wear and tear, which is not covered over the course of ownership.
- Damage caused by the customer in transit, which will be handled under freight policy.

- Damage caused by or during installation.
- Modifications or attachments to the Product that do not have the prior written approval of HPFI.

- Products that are not installed or used or maintained in accordance with Product instructions and warnings.

- Damage caused by neglect or misuse of a Product.

- Normal Commercial Usage- The Products are designed and manufactured for normal commercial usage. Normal commercial usage for seating is defined as the equivalent of a single shift, forty (40) hour workweek. In the event that a Product is used in a manner exceeding normal commercial usage, the warranty will be invalidated or HPFI may, at its option, elect to reduce the applicable warranty period on a pro-rata basis.

- Chairs used or designed 24/7 have a warranty of 5 years.

- Color Variations and Finishes- Some natural variations occurring in wood, leather or other natural materials are inherent in their character, and cannot be avoided. Therefore, they are not considered defects in material or workmanship and are not the basis for a warranty claim. HPFI does not warrant the colorfastness or matching of color or grain or texture of such materials.

EXCEPT AS SET FORTH ABOVE, HPFI MAKES NO OTHER WARRANTIES WITH RESPECT TO ITS PRODUCTS. HPFI MAKES NO IMPLIED REPRESENTATION OR WARRANTIES WITH RESPECT TO ITS PRODUCTS. THE ONLY CONDITION, MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE OR USE BY THE PURCHASER, HPFI PURSUING THE ABOVE LIMITED EXPRESS WARRANTY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NO ORAL REPRESENTATION OR SAMPLE PROVIDED BY HPFI TO ANY RETAILER, DEALER, OR PURCHASER WILL CREATE ANY IMPLIED OR IMPLIED WARRANTIES WITH RESPECT TO PRODUCTS SOLD BY HPFI.

Remedy- If any defect in the workmanship and control of the Product appears within the applicable warranty period, HPFI will, at its option, repair or replace the Product, at no charge, upon notification of the defect and collection by HPFI of an authorized repair order of the date and of compliance with the terms of any associated conditions. The Product may perish such equipment and information in HPFI or the return of equipment may require repair or process the warranty claim.

IN THE EVENT OF ANY DEFECT IN ANY PRODUCT SOLD BY HPFI OR ANY BREACH OF THE LIMITED EXPRESS WARRANTY DESCRIBED ABOVE, THE SOLE REMEDY FOR SUCH DEFECT AND/OR BREACH SHALL BE AS STATED IN THE PARAGRAPH, AND IN NO EVENT SHALL THE DEALER OR RETAILER THAT PURCHASED THE PRODUCT FROM HIGH POINT FURNITURE OR THE ORIGINAL PURCHASER OF THE PRODUCT FROM THE DEALER OR RETAILER, BE ENTITLED TO RECOVER FROM HPFI ANY DAMAGES, INCLUDING DIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, LOST PROFITS, DOWNTIME OR OTHER DAMAGES OF ANY NATURE THAT COULD BE ARISING FROM BREACH OF WARRANTY OR THE CONDITION, FUNCTION OR USE OF THE PRODUCT.

APPLICATION OF CURRENT WARRANTY AND PRIOR WARRANTIES

This express limited warranty applies only to Products sold by HPFI on or after April 1, 2001. HPFI has improved its warranty coverage and Products over the years. Products sold by HPFI before April 1, 2001 were covered by the warranty in effect at the time of manufacture and sale. Please see table below for general information pertaining to warranty coverage periods (years) and from date of sale by HPFI for Products sold before April 1, 2001. Further information concerning terms and conditions of prior warranties are available upon request to HPFI.

Carpedio & Seating manufactured and sold prior to July 1, 1994	2 years
Seating manufactured and sold after July 1, 1994 and prior to April 1, 2001	10 years
Carpedio manufactured and sold after July 1, 1994 and prior to August 1, 1997	5 years
Carpedio manufactured and sold after August 1, 1997 and prior to April 1, 2001	10 years

These warranties are made by HPFI only to authorized dealers and retailers acquiring Products directly from HPFI and the original purchaser of the Product as defined above.

The HPFI name and logo are registered trademarks of HPFI, Inc.

Encore On-Q warrants all products to be free from defects in material and workmanship as described below. The company will repair or replace, at its option, without charge to the original purchaser only, defective products or parts that fail during normal use (normal use is defined as eight hour days, five days per week). Field labor and service(s) are not covered under this warranty.

Lifetime warranty covers the following chair components: pneumatic cylinder, chair mechanism, foam, base, casters, frame and all other structural components, excluding stool footings and upholstery materials, for as long as the chair is owned by the original purchaser.

Stool footings are warranted from defects in material and workmanship for two (2) years from the original purchase date.

Encore On-Q upholstery fabric is warranted from defects in material and workmanship for two (2) years from the original purchase date. COM, COV and COL are not covered by this warranty. Normal wear and tear is the responsibility of the specifier. Please consult with upholstery material suppliers for performance criteria of individual materials.

If product fails under normal use within the warranty period, please send description of the pertinent part, together with proof of purchase of the product to:

Encore On-Q
13747 Midway Street
Cerritos, CA 90703
Fax: 562.926.1963

The foregoing warranty excludes any damages or defects caused by abuse of this product or its use for a purpose other than what the chair was intended. Encore On-Q does not assume responsibility for unauthorized repairs to chairs that sustain damages resulting from user modification, improper assembly, attachments to product, misuse, alteration or negligent use of the product.

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IRONWOOD has been building solid, sensible furniture in the Rocky Mountain West since the '80s. Our heritage and location have helped to make us a sound, competitive company. And frankly, we believe it's made our furniture better. Not fancier. Not trendier. Just better. Now, let's get on with the furniture.

The Ironwood Guarantee

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.

Shipping Policy

All products are shipped common carrier unless otherwise indicated. Ironwood will ship your order within 15 business days from receipt of order. All products are ready to assemble. Please call Customer Service 1-800-769-5693 for detailed information.

Ironwood furniture is built to last in every detail. Work surfaces and shelving are made from warp-resistant, 45# industrial grade particleboard. Laminates are thermally fused into wood surfaces providing scratch resistance and water holdout. Fittings assemble easily and hold firmly. And all furniture is shipped ready to assemble. In short, we use fine materials, painstaking processes, and more handwork than most companies to ensure we live up to our word and your expectations.



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MARVEL[®]

Lifetime Warranty

Real warranty protection. The ultimate in customer service.
Marvel's warranty is good for your entire lifetime, not just that of the product's.
We stand behind it with more than sixty years of craftsmanship experience.

Marvel warrants its products to the original purchaser to be free from defects in material and workmanship for as long as the original purchaser owns the product. The warranty for the fabric is limited to five years. Marvel's obligations are limited to repair or replacement at Marvel's option.

Now Muzo



ABFUSA

72 Hillside Drive
Drums, PA 18222

Tel: (570)788-0888

Fax: (570)788-0896

Email: joe@abf-works.com

Warranty Information:

Coverage:

ABF 10 year warranty on Kite tables and Prima chairs covers any fault, mechanical or otherwise, that occurs during general day-to-day operation of the products. If such fault is found, ABF will replace the product free of charge.

Examples of faults covered:

Kite:

Any issues with tops such as edge banding peeling away from table top.

*Any issues with frame such as faulty locking mechanism/handle**

Any issues with casters

Any issues with bolts, screws or fixings

Prima:

Any issues with casters

Fabric issues - fabric coming away from seat or back

Any issues with bolts, screws or fixings

Faults NOT covered under warranty:

Kite:

**Damage to frame/lock caused by dragging the table with casters locked - ALWAYS*

UNLOCK ALL CASTERS BEFORE MOVING TABLES

Deliberate damage to table - caused by graffiti/abuse

Prima:

Deliberate damage to chair caused by abuse or graffiti

All faults and damages subject to review by ABF, who reserve the right to refuse any warranty claims



Warranty

PALMER HAMILTON, LLC warrants that its products shall be free from defects in original material and workmanship for a period listed below from the original shipment date. This warranty shall not apply to normal wear and tear or 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 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.

Warranty by Product Type:

- | | |
|-----------------------------------|---------|
| • Mobile Folding Tables | 15 year |
| • Fiberglass Booth | 5 Year |
| • Freestanding Tables | 5 year |
| • Booth & Freestanding Table Tops | 5 Year |
| • Cabinetry & Planters | 5 Year |
| • Art & Décor | 5 Year |

1230 Reid Street, Richmond Hill,
Ontario, Canada, L4B 1C4

T 905 731 9300
F 905 731 9878
TF 800 413 4440

www.palmierifurniture.com

LIMITED LIFETIME WARRANTY

Palmieri Furniture Limited ("Palmieri") warrants that its products and collections are free from defects in materials and workmanship for the life of the product, except as set forth below. Palmieri Limited Lifetime Warranty is valid from the date of delivery.

Exceptions to the Limited Lifetime Warranty: Seating: two (2) years

Goods sold hereunder are covered by a Limited Lifetime Warranty, free against defects in material and workmanship provided the goods and services are subjected to normal use and service. The applicable warranty period commences from shipping date to Purchaser of any item of the goods, whichever occurs first, or any other warranty period otherwise stipulated in writing by Palmieri under this sale. For components not supplied by Palmieri, the original manufacturer's warranty shall apply to the extent assignable by Palmieri. The obligation under this warranty is limited to the repair or replacement, at Palmieri's option, of defective parts F.O.B. point of shipment provided that prompt notice of any defect is given by Purchaser to Palmieri in writing within the applicable warranty period and that upon the Purchaser's return of the defective parts to Palmieri or, if designated by Palmieri, to the location where the works are made, properly packed and with transportation charges prepaid by Purchaser, an inspection thereof shall reveal to Palmieri's satisfaction that Purchaser's claim is valid under the terms of this warranty. Purchaser shall assume all responsibility and expense for dismantling, removal, re-installation and freight in connection with the foregoing. The same obligations and conditions extend to replacement parts furnished by Palmieri hereunder.

Palmieri does not assume liability for installation, labour or consequential damages. Palmieri makes no warranty other than the one set forth herein. All other warranties, legal, expressed or implied, including but not limited to any expressed or implied warranty of merchantability, of fitness for the intended use thereof or against infringement are hereby expressly excluded. The applicable warranty ceases to be effective if the goods are altered or repaired other than by persons authorized or approved by Palmieri to perform such work. Repairs or replacement deliveries do not interrupt or prolong the term of the warranty. The warranty ceases to be effective if Purchaser fails to handle and use the goods sold hereunder in a safe and reasonable manner and in accordance with any written instructions from the manufacturers.

Warranty Does Not Apply To Product Failure Or Loss Resulting From:

Abuse, misuse or accident, alteration or modification of product by customer or third party, normal wear and tear, improper installation, handling or incorrect use. The substitution of part components or hardware not approved or authorized by Palmieri, acts of God, unauthorized repairs, improper storage, and environmental conditions such as irregular temperature control either inside or outside the environment.

Warranty Provides Exclusive Remedies:

If a product fails under ordinary use as a result of a defect in material or workmanship, Palmieri will: (A) repair, or (B) replace the furniture. The replacement or repair of the Furniture or Seating will be at the discretion of Palmieri. If the defect or workmanship cannot be remedied on site, repairs can be made at the factory. (C) If the product repair or replacement is not commercially practicable or cannot be remade in a timely manner Palmieri will refund the purchase price of the affected product. A product "**Defect**" means: an inadequacy in the materials or workmanship of the product that (A) existed at the time when you received the product from Palmieri or Palmieri authorized Reseller and (B) causes a failure of the product to perform under ordinary use in accordance with the materials and documentation accompanying the product. "**Ordinary Use**" means: use of the product (A) in accordance with all applicable local, state or federal laws, codes and regulations and (B) in accordance with manufacturer recommendations and or instructions in the materials and documentation accompanying the product or through shop drawings. A "**Palmieri Authorized Reseller**" means: any dealer that is legally permitted to conduct business in the jurisdiction where the product is sold and is duly authorized by Palmieri to sell the product.

Warranty work must be approved by authorized personnel of Palmieri Furniture Limited in Richmond Hill, Ontario, Canada.

A copy of the original purchase order must accompany all claims.

Warranty Does Not Cover:

Matching of colours, stains, textures, grains and any other variations in materials. Select and Custom Surfaces and materials are only warranted for their application on the specified product and are not covered by our warranty, except as warranted by the original supplier, for quality, colorfastness, shade variations or abrasion and textiles purchased for Palmieri product.

This limited warranty is the sole remedy for product defect and no other express or implied warranty is provided. Warranty is not transferable and valid only for the original purchaser acquiring a product from Palmieri or a Palmieri authorized reseller for the purchaser's own use and not for resale, remarketing or distribution. Limited Lifetime Warranty (25 years)

where
SERVICE
happens

WARRANTY

Paragon Furniture L.P., provides a lifetime structural warranty against product defects in materials, construction, or workmanship. PARAGON reserves the right to repair or replace at original invoice value, any part or product said to be defective. This warranty, whether expressed or implied, does not cover normal wear, abuse, improper installation, accidents, or freight damage. Work surfaces, moving/wearing parts, and finishes are guaranteed for five years. This warranty is nontransferable and applies only to the original purchaser.

FREIGHT POLICY

All prices are FOB Arlington, Texas 76011, and does not include Federal, State, or Local taxes. All products are shipped Knocked Down (K.D.), Class B5; PARAVISION and assembled items, ships Set Up (S.U.), Class 125. Shelving ships class 70. Drop shipments will be processed Prepaid-Third Party. The Dealer will be listed as shipper on the bill of lading and will be responsible for direct invoicing of all freight charges by the delivering carrier. Shipments to the same invoicing address are required to ship COLLECT. PARAGON does not "prepay and add" freight charges to invoices (except U.P.S.).

Dealers are responsible for handling and processing their freight damage claims. Shortages and damages must be noted on the delivery freight bill to insure carrier claim payment. Concealed damages must be reported and inspection requested from the delivering carrier within 15 days. Save all cartons for freight inspection.

Freight quotes given by PARAGON should be treated as estimates only and not the actual charges. PARAGON will not be responsible for freight estimate disputes, inside delivery charges, advance notice charges, storage charges, or refused shipment charges. All package weights and cubes in the price list are approximate. Pallet weights are not included.

PARAGON reserves the right to ship the best way possible without recourse from the dealer when routing is not provided.

Four(4) or more UPS shipments consigned to one destination will be combined as one shipment and shipped common carrier to reduce handling, processing costs, and freight damage.

SHORTAGES

All shortages of parts or products must be reported within 30 days. Product shortages must be reported on the delivery receipt or PARAGON WILL NOT be responsible.

RETURN MERCHANDISE POLICY

Assembled products, products not in their original cartons, shipments over 90 days, special finishes or products, freight damaged merchandise, and/or salvage parts are not subject to return.

Products to be returned must have factory approval and a return authorization number. All returns are subject to: 25% restocking charge, prepaid freight, UPS call tag charges and UPS freight charges, & any replacement part costs, when required, to repair damaged return merchandise. Repackaged return shipments without proper packing or strapping materials will not meet freight carrier requirements and criteria for claim payment. Returned goods without proper factory authorization WILL BE REFUSED!!!

PARAGON DEALER TERMS

All products are sold and distributed through a national dealer network. With approved open credit status, the terms from invoice(shipment data) are: 2% 10 days, net 30. All new account orders should be accompanied w/a check or money order, including freight charges, until open line credit is established or approved.

Paragon 

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Arlington, Texas 76011

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Fax: (817) 633-2783
Toll Free Fax: (888) 823-6494

Paragon Customer Service: 1-800-451-8546

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www.paragoninc.com



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Warranty

WE WILL MAKE IT RIGHT FOR YOU!

Spectrum is committed to provide complete customer satisfaction. Each of our products is manufactured from the best materials available and each product is stringently monitored throughout the production process through our P.A.C.E. program (Product Assurance to meet Customer Expectations).



We expressly warrant that Spectrum products will be of good quality and workmanship and free from defect for the period set out in the warranty table below from the date of delivery. This warranty shall not apply to defects or damage resulting from misuse, abuse, neglect, improper care, modification or repair not authorized by Spectrum, or any other cause outside the control of Spectrum. Spectrum will, at its sole option, either repair or replace the defective product.

This warranty is exclusive; no other warranty, written or oral, is expressed or implied. This warranty is given by Spectrum to Buyer and to no other person or legal entity. No Spectrum dealer, distributor, agent or employee is authorized to make any modification or addition to this warranty.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, SPECTRUM WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR INDIRECT OR LIQUIDATED DAMAGES, INCLUDING CONSEQUENTIAL, INCIDENTAL AND SPECIAL DAMAGES. IN NO EVENT SHALL SPECTRUM'S LIABILITY, WHETHER UNDER CONTRACT OR WARRANTY, IN TORT OR OTHERWISE, EXCEED THE PURCHASE PRICE RECEIVED BY SPECTRUM FOR THE PRODUCT AT ISSUE AND "RECALL ACTION" EXPENSES. SPECTRUM SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SPECTRUM, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO.

Our Customer Service Department is ready to provide immediate attention to any questions, comments or concerns. They are available to answer your calls Monday through Friday from 7 am to 5 pm CST. In addition your product comments or concerns are welcome via e-mail at: spectrum@spectrumfurniture.com.

Warranty Table

Item	Warranty Period
• Adjustable Crank/Electric Desk Legs	•1 Year
• Flat Panel Desk Gas Cylinders	•1 Year
• Adjustable Height Chair Parts – including frames, gas cylinders, wood and plastic parts, and control handles	•7 Years
Adjustable Height Chair Parts Casters	•2 Years
• Adjustable Height Chair Upholstery	•2 Years

* In-Stock Upholstery	•No Warranty
* Graded-In Fabrics and Customer Owned Material	
• Height Adjustable Columns and Lifts	•1 Year
• General Use Casters	•1 Year
• Electrical (including Timers and LINAK actuators)	•2 Years
• Keyboard/Mouse Trays	•1 Year
• Flat Panel Monitor Arm – General Parts	•5 Years
• Flat Panel Monitor Arm – Gas Cylinders	•2 Years
• Computer Desk Chassis	•10 Years
• Cart Chassis	•10 Years
• Lectern Chassis	•10 Years

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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.



PO BOX 644 KEENE NH 03431 800-225-5381 FAX 603-357-1559

WWW.WHITNEYBROS.COM



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FAQ

What exactly is the mortise and tenon joinery construction?

Wood Designs™ utilizes an exclusive mortise, glue, and steel pin assembly method. This means the weight of our products isn't relying on pencil-thin dowels, rather the weight of the product is relying on all 11 plies of the wood through hidden dados.

What kind of warranty is included with the products?

All Wood Designs™ wood products carry a lifetime warranty to the original purchaser against defects in materials and workmanship.

All Wood Designs™ hardwood chairs, tables, cots and block sets carry a 10-year warranty to the original purchaser against defects in materials and workmanship.

Wood Designs™ plastic wicker baskets do not hold a warranty due to the nature of the product material.

The maximum warranty is limited to the actual cost of the product at hand. Our warranties do not cover damage or defects caused by misuse, abuse, or mistreatment. If one of our products ever fails to perform, simply contact us via phone, email, or fax to get connected with a customer service representative who will assist you.

What is the minimum order required?

Wood Designs™ does not enforce a minimum order requirement. Whether you want to order one, or one-thousand, we're here to fulfill your order.

What kind of finish is used on the products?

Wood Designs™ products receive our exclusive Healthy Kids™ Tuff-Gloss™ UV finish. Each item receives a triple coat of the finish, making our products stain and chemical resistant, while they also remain easy to clean and durable to years and years of wear and tear.

Is there a drop ship fee?

No, there is no drop ship fee associated with Wood Designs™ orders.

Where are the products shipped out of?

Our products are shipped directly out of the Wood Designs™ campus, located in the heart of America's furniture manufacturing industry in Monroe, North Carolina.

What height chair is the best option for this height table?

Based on our experience we make the following recommendations:

18" Table Leg: 10"-12" Chair

20" Table Leg: 12"-14" Chair

22" Table Leg: 14"-16" Chair

24" Table Leg: 16"-18" Chair

26" Table Leg: 18" Chair

What is the right height chair for this age?

Based on our experience, we make the following recommendations:

2 Years Old: 8"-10" Chair

3 Years Old: 10"-12" Chair

4 Years Old: 11"-13" Chair

5 Years Old: 12"-14" Chair

1st Grade: 13"-15" Chair

2nd Grade: 14"-16" Chair

3rd Grade+: 15"-18" Chair

How do you clean the products?

Wood Designs™ recommends using a mild bleach solution to clean our products. Create a solution of 1 gallon of water to 1 cup of bleach for cleaning and sanitizing. It is essential to complete the cleaning process by wiping down the unit with a damp cloth and then drying thoroughly.

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