

# TIPS VENDOR AGREEMENT

Between Learning Environments LLC and  
(Company Name)

**THE INTERLOCAL PURCHASING SYSTEM (TIPS),**  
a Department of Texas Education Service Center Region 8 for  
**TIPS RFP 220303 Furniture, Furnishings and Services**

## General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter “TIPS”) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement 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 unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order (“PO”), Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

## Terms and Conditions

### Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating “No Charge”, “\$0”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award. Shipping method is determined by the vendor and the Member/Customer at the time of the quote/purchase by the Member/Customer and satisfactory shipping methods and costs are agreed upon at that time.

### Warranty Conditions

All new supplies equipment and services shall include ***manufacturer's minimum standard warranty*** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal (“RFP”) category. All goods proposed and sold shall be new unless clearly stated in writing.

### **Customer Support**

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

### **Agreements**

Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

### **Tax exempt status**

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

### **Assignments of Agreements**

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company, where permitted by TIPS.

### **Disclosures**

- Vendor and TIPS affirm that they, or any authorized employees or agents, have not given, offered to give, nor intend 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 Agreement.
- 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 the TIPS program.
- 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 Agreement.

### **Term of Agreement and Renewals**

The Agreement with TIPS is for approximately five years with an option for renewal for an additional one consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term in writing. TIPS may or may not exercise some or all of the available

extension(s) provided in the original solicitation beyond the base five-year term. Whether or not to offer some or all of the extension is at the sole discretion of TIPS.

**“Start Date” for Term Calculation Purposes Only:** Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “Start Date” is the last day of the month that “Award Notifications” are anticipated as published in the Solicitation.

**Example:** *In this example, if the anticipated “Award Date” published in the Solicitation is May 22, 2022, but extended negotiations delay award until June 27, 2022, the end date of the resulting initial “five-year” term, (which is subject to an extension(s)) will still be May 31, 2027 for purposes of this example.*

**“Termination Date”:** The scheduled Agreement “termination date” shall be the last day of the month of the month of the original solicitation’s anticipated “Award Date” plus five years.

**Example:** *In this example, if the original term is approximately five years, and the solicitation provides an anticipated award date of May 22, 2022, the expiration date of the original five-year term shall be May 31, 2027 for purposes of this example.*

**Extensions:** Any extensions of the original term shall begin on the next day after the day the original term expires unless otherwise specified.

**Example Following the Previous Example:** *In this example, if TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2028 unless otherwise specified.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

**Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.**

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

**Shipments**

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

**Invoices**

Each invoice or pay request shall include the Vendor’s TIPS Contract number, the TIPS Member’s purchase

order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

### **Payments**

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

### **Pricing**

Price increases will be honored according to the terms of the solicitation and vendor proposal. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

### **Participation Fees and Reporting of Sales to TIPS by Vendor**

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller, or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

### **Reporting of Sales to TIPS by Vendor**

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at [https://www.tips-usa.com/vendors\\_form.cfm](https://www.tips-usa.com/vendors_form.cfm) and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com). The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to properly report or render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months

from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

### **Indemnity**

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, 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. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

### **State of Texas Franchise Tax**

By signature hereon, the Vendor 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 Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

### **Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

### **Termination for Convenience of TIPS Agreement Only**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

### **TIPS Member Purchasing Procedures**

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically 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.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

### **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 reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

### **Novation**

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

### **Site Requirements (*only when applicable to service or job*)**

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

**Preparation:** 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 subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. 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 Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

**Marketing**

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

**Supplemental Agreements**

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

**Survival Clause**

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this 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 the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if

not specifically identified herein.

### **Audit rights**

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases 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. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

### **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 full 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.

### **Choice of Law**

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

### **Venue, Jurisdiction and Service of Process**

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.



**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 Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member’s request as soon as possible, but must make contact with the TIPS Member within two working days.

**Status of TIPS Members as Related to Vendors Contract Information**

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

**Vendor’s Resellers as Related to This Agreement**

Vendor’s Named Resellers (“Resellers”) under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor’s Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller as the law allows.

**Support Requirements**

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserve the right to inspect any project and audit the awarded Vendor’s TIPS project files, documentation and correspondence related to the requesting TIPS Member’s order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

**Incorporation of Solicitation**

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor’s response to same, and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

**SECTION HEADERS OR TITLES**

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

**STATUTORY REQUIREMENTS**

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas

Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel  
ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX,75686  
And by an email sent to [bids@tips-usa.com](mailto:bids@tips-usa.com)

### Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

<b>General Liability</b>	\$1,000,000 each Occurrence/ Aggregate
<b>Automobile Liability</b>	\$300,000 Includes owned, hired & non-owned
<b>Workers' Compensation</b>	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
<b>Umbrella Liability</b>	\$1,000,000

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

## Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com). Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS

Program.

- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

# TIPS Vendor Agreement Signature Form

RFP 220303 Furniture, Furnishings and Services

Company Name Learning Environments LLC

Address 16918 Cottonwood Way

City Houston State TX Zip 77059

Phone 281-898-5205 Fax \_\_\_\_\_

Email of Authorized Representative jarrod@learningenvironments.com

Name of Authorized Representative Jarrod Wiggins

Title Vice President

Signature of Authorized Representative *Jarrod J. Wiggins*

Date 4/1/2022

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature *David Wayne Fitts*

Approved by ESC Region 8 *David Wayne Fitts*

Date 5-19-2022

## **NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES**

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



**220303**

**Learning Environments LLC  
Supplier Response**

**Event Information**

Number: 220303  
Title: Furniture, Furnishings and Services  
Type: Request for Proposal  
Issue Date: 3/3/2022  
Deadline: 4/18/2022 03:00 PM (CT)  
Notes:

**IF YOU ALREADY HOLD TIPS CONTRACT 200301 FURNITURE, FURNISHINGS AND SERVICES ("200301") OR 210305 FURNITURE, FURNISHINGS AND SERVICES ("210305"), YOU DO NOT NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU WISH TO REPLACE 200301 OR 210305 AT THIS TIME. IF YOU HOLD 200301 OR 210305, CHOOSE TO RESPOND HEREIN, AND ARE AWARDED ON THIS CONTRACT, YOUR 200301 OR 210305 WILL BE TERMINATED AND REPLACED BY THIS CONTRACT. THERE IS NO ADVANTAGE TO REPLACING YOUR 200301 OR 210305 CONTRACT WITH THIS CONTRACT UNLESS YOU ARE DISPLEASED WITH SOME LIMITATION, PRICING/DISCOUNTS OR OTHERWISE, THAT YOUR ENTITY SUBMITTED IN YOUR ORIGINAL 200301 OR 210305 PROPOSAL.**

**Contact Information**

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

## Learning Environments LLC Information

Contact: Jarrod Wiggins  
Address: 16918 Cottonwood Way  
Houston, TX 77059  
Phone: (281) 898-5205  
Toll Free: (800) 583-1575  
Email: jarrod@learningenvironments.com  
Web Address: www.learningenvironments.com

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

Jarrod Wiggins

Signature

Submitted at 4/18/2022 10:51:20 AM

jarrod@learningenvironments.com

Email

## Requested Attachments

### Agreement Signature Form

220303 Agreement Signature Form Signed.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

### All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

### Pricing Form 2

220303 Pricing Form 2 Submission.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.  
DO NOT UPLOAD encrypted or password protected files.

### Reference Form

220303 Reference\_Form Submission.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

### Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

### Proposed Goods and Services

Manufacturer Discounts.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.



## D/M/WBE Certification OPTIONAL

Certifications.pdf

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

## Warranty

Warranty.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

## Vendor Agreement

220303 TIPS Vendor Agreement Filled Out.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.  
DO NOT UPLOAD encrypted or password protected files.

## Pricing Form 1

220303 Pricing Form 1 Submission.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.  
DO NOT UPLOAD encrypted or password protected files.

## Supplementary

No response

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

## Logo and Other Company Marks

Learning Environments Logo.jpg

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

## Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION

No response

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

## Disclosure of Lobbying Activities Standard Form LLL

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

## Confidentiality Claim Form

220303 CONFIDENTIALITY CLAIM FORM.pdf

REQUIRED CONFIDENTIALITY FORM. PLEASE READ CAREFULLY AND FOLLOW THE INSTRUCTIONS. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

## Current W-9 Tax Form

W-9.pdf

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

## Response Attachments

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### Freight Policy.pdf

Freight Policy

### Jarrold Wiggins Resume for Proposals.pdf

Jarrold Wiggins Resume

### Sofia Renkel Resume for Proposals Rev1.pdf

Sofia Renkel Resume

## Return Policy.pdf

Return Policy

## About Learning Environments LLC.pdf

About Learning Environments LLC

## Bid Attributes

### 1 Yes - No

Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.

YES

### 2 Yes - No

Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

Yes

### 3 Yes - No

The Vendor can provide services and/or products to all 50 US States?

Yes

### 4 States Served:

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

Hawaii and Alaska will be offered on a minimal basis.

### 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.)

Learning Environments LLC specializes in the distribution of customizable furniture and equipment that creates engaging, collaborative, and individual educational environments. We generate learning opportunities in each square foot, of new facilities or pre-existing building renovations by providing functional and aesthetically appealing furniture. At Learning Environments LLC, students are our focus. The well-being of our nation depends on environments that maximize learning outcomes. Educational furniture that is customizable will give students the opportunity to interact with their space and personalize their learning environments. Those environments will nurture students individual learning styles to improve their adaptability and prepare them for tomorrow's workforce.

### 6 Primary Contact Name

Primary Contact Name

Jarrod Wiggins

### 7 Primary Contact Title

Primary Contact Title

Vice President

<b>8</b>	<b>Primary Contact Email</b> Primary Contact Email <input type="text" value="jarrod@learningenvironments.com"/>
<b>9</b>	<b>Primary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8005831575"/>
<b>10</b>	<b>Primary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="0"/>
<b>11</b>	<b>Primary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2818985205"/>
<b>12</b>	<b>Secondary Contact Name</b> Secondary Contact Name <input type="text" value="Sofia Renkel"/>
<b>13</b>	<b>Secondary Contact Title</b> Secondary Contact Title <input type="text" value="CEO and President"/>
<b>14</b>	<b>Secondary Contact Email</b> Secondary Contact Email <input type="text" value="sofia@learningenvironments.com"/>
<b>15</b>	<b>Secondary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8005831572"/>
<b>16</b>	<b>Secondary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="0"/>
<b>17</b>	<b>Secondary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8323727950"/>

<b>1 8</b>	<p><b>Admin Fee Contact Name</b></p> <p>Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.</p> <input type="text" value="Sofia Renkel"/>
<b>1 9</b>	<p><b>Admin Fee Contact Email</b></p> <p>Admin Fee Contact Email</p> <input type="text" value="sofia@learningenvironments.com"/>
<b>2 0</b>	<p><b>Admin Fee Contact Phone</b></p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <input type="text" value="8323727950"/>
<b>2 1</b>	<p><b>Purchase Order Contact Name</b></p> <p>Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.</p> <input type="text" value="Jarrod Wiggins"/>
<b>2 2</b>	<p><b>Purchase Order Contact Email</b></p> <p>Purchase Order Contact Email</p> <input type="text" value="jarrod@learningenvironments.com"/>
<b>2 3</b>	<p><b>Purchase Order Contact Phone</b></p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <input type="text" value="2818985205"/>
<b>2 4</b>	<p><b>Company Website</b></p> <p>Company Website (Format - www.company.com)</p> <input type="text" value="www.learningenvironments.com"/>
<b>2 5</b>	<p><b>Entity D/B/A's and Assumed Names</b></p> <p>Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award.</p> <input type="text" value="Learning Environments LLC"/>
<b>2 6</b>	<p><b>Primary Address</b></p> <p>Primary Address</p> <input type="text" value="16918 Cottonwood Way"/>
<b>2 7</b>	<p><b>Primary Address City</b></p> <p>Primary Address City</p> <input type="text" value="Houston"/>
<b>2 8</b>	<p><b>Primary Address State</b></p> <p>Primary Address State (2 Digit Abbreviation)</p> <input type="text" value="TX"/>

29	<b>Primary Address Zip</b>
	Primary Address Zip <input type="text" value="77059"/>

30	<b>Search Words:</b>
	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. <b>YOU MAY NOT LIST NON-CATEGORY ITEMS.</b> (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.) <input type="text" value="Furniture, Classroom, chairs, office, early childhood, cafeteria, library, science, bookcases, desks, chairs, tables, folding chairs, folding tables, cafeteria tables, markerboards, tackboards, soft seating, modular furniture, reception furniture, makerspace, stools, active seating, floor seating, 9to5 Seating, Alumni, Carpets for Kids, CEF, Children's Factory, Correll, DeskMakers, Diversified Woodcrafts, Doane Keyes, Educator's Resource, Enwok, Flagship Carpets, Fomcore, Global Furniture Group, Global Industrial, Hann, High Point Furniture, Interior Concepts, Ironwood, Jonti-Craft, JSI, KFI Seating, KI, Kidstuff Playsystems, Kore Stool, Marco Group, Media Technologies, Mien Company, Mooreco, National Public Seating, Offices to Go, Palmer Hamilton, Paragon Furniture, SAFFE Furniture, Scholar Craft, School Health, SP Richards, Tenjam, Ultra Site, Ultra Play, Wisconsin Bench, Wood Designs"/>

31	<b>Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?</b>
	Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.  Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you? <input type="text" value="Yes"/>

32	<b>Yes - No</b>
	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:  (A) has its principal place of business in Texas;  OR  (B) employs at least 500 persons in Texas?  This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS. <input type="text" value="Yes"/>

33	<b>Company Residence (City)</b>
	Vendor's principal place of business is in the city of? <input type="text" value="Houston"/>

<b>3</b> <b>4</b>	<b>Company Residence (State)</b> Vendor's principal place of business is in the state of? <input style="width: 90%; border: 1px solid black;" type="text" value="TX"/>
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<b>3</b> <b>5</b>	<b>Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION</b> Remember this is a <b>MINIMUM</b> discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT.  CAUTION: BE CERTAIN YOU CAN HONOR THIS <b>MINIMUM</b> DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.  What is the <b>MINIMUM</b> percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Please note that any specific greater discount offered for a particular product, brand, or service listed in Vendor's proposal will control and Vendor will be required to honor that greater specific discount, in excess of the minimum discount, for that particular product, brand, or service for the life of the contract.  Must answer with a number between 0% and 100%. <input style="width: 100%; border: 1px solid black;" type="text" value="0%"/>
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<b>3</b> <b>6</b>	<b>MINIMUM Discount Term</b> Does the vendor agree to at least offer, for the life of the Agreement, the Minimum Discount Percentage off list or catalog proposed by Vendor in response to the Attribute entitled "Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION"? TIPS will utilize this response to satisfy the Long Term Cost scoring evaluation criteria. A "YES" answer will be awarded the maximum 10 points for this criterion out of the 100 total points and a "NO" answer is awarded 0 points.  <input style="width: 100%; border: 1px solid black;" type="text" value="YES"/>
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<b>3</b> <b>7</b>	<b>Yes - No</b> If awarded on this TIPS Contract, for the duration of the Contract, Vendor agrees to provide, upon request, their then current catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on Vendor's TIPS Contract.  "Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:  A. is regularly maintained by the manufacturer or Vendor of an item; and B. is either published or otherwise available for inspection by a customer during the purchase process; C. to which the minimum discount proposed by the proposing Vendor may be applied.  <input style="width: 100%; border: 1px solid black;" type="text" value="YES"/>
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<b>3</b> <b>8</b>	<b>TIPS Administration Fee</b> By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.
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**3** **Yes - No**

**9**

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

**4** **TIPS Administration Fee Paid by Vendor - Not Charged to Customer**

**0**

Vendor understands and agrees that it owes TIPS a TIPS Administration Fee (published in the RFP/RCSP document) on every TIPS sale made under an awarded TIPS Contract. Vendor further understands and agrees that Vendor shall submit pricing with this proposal which includes and accounts for the TIPS Administration Fee and **shall never** separately charge the TIPS Member Customer the TIPS fee or add the TIPS Administration Fee line item to an invoice or similar purchase document. Submission of this proposal is Vendor's certification that Vendor agrees to this mandatory term.

**4** **Additional Discounts?**

**1**

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

**4** **Years in Business as Proposing Company**

**2**

Years in business as proposing company?

**4** **Resellers:**

**3**

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

**4** **Right of Refusal**

**4**

The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.

**4** **NON-COLLUSIVE BIDDING CERTIFICATE**

**5** By submission of this bid or proposal, the Bidder certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

**4** **CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

**6** Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

**4** **Filing of Form CIQ**

**7** If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

**4** **Regulatory Standing**

**8** I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

**4** **Regulatory Standing**

**9** Regulatory Standing explanation of no answer on previous question.



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

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

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## Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

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## Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes

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### **Non-Discrimination Statement and Certification**

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

Yes, I certify (Yes)

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### **2 CFR PART 200 Contract Provisions Explanation**

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

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.

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**2 CFR PART 200 Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS 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?

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**2 CFR PART 200 Termination**

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members 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. ESC Region 8 and TIPS 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 ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

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**2 CFR PART 200 Clean Air Act**

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

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

Does vendor agree?

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**2 CFR PART 200 Byrd Anti-Lobbying Amendment**

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

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**2 CFR PART 200 Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$250,000)

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

Does vendor certify that it is in compliance with the Clean Air Act?

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**2 CFR PART 200 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.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

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**1** **2 CFR PART 200 Rights to Inventions**

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

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

Does vendor agree?

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**2** **2 CFR PART 200 Domestic Preferences for Procurements**

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

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

Does vendor agree?

**6**  
**3** **2 CFR PART 200 Ban on Foreign Telecommunications**

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

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

Does vendor agree?

**6** **2 CFR PART 200 Contract Cost & Price**

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

Does Vendor Agree?

**6** **FEMA Fund Certifications**

**5** Submission of this proposal is Vendor's certification that Vendor agrees to this term. Vendor certifies that **IF and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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

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

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

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

**6** **Certification of Compliance with the Energy Policy and Conservation Act**

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

Does Vendor agree?

**6** **Certification Regarding Lobbying**

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

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

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

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

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

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

**6** **If you answered "I HAVE lobbied" to the above Attribute Question**

**8** If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

**6** **Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

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

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.



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**ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

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

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

YES

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**Indemnification**

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from

indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as

ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for

any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently

performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on

behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in

the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to

indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated

damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified

with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree

to these terms?

Yes, I Agree (Yes)

**7  
2 Remedies**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

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3 Remedies Explanation of No Answer**

**7  
4 Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

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5 Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

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6** **Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

Yes, I Agree

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7** **Infringement(s) Explanation of No Answer**

*No response*

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8** **Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes, I Agree (Yes)

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9** **Payment Terms and Funding Out Clause**

Payment Terms:

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

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

Yes, I Agree (Yes)

## 80 Insurance and Fingerprint Requirements Information

### Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

### Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at [NCJU@txdps.state.tx.us](mailto:NCJU@txdps.state.tx.us) and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:  
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

**Texas Education Code Chapter 22 Contractor Certification for Contractor Employees**

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

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

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

**OR**

**SOME (Section B)** or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

**8** **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

**2** SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

**8** **Texas Government Code 2270 & 2271 Verification Form**

**3** Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

**8** **Logos and other company marks**

**4** Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

- \* Your Vendor Profile Page of TIPS website
- \* Potentially on TIPS website scroll bar for Top Performing Vendors
- \* TIPS Quarterly eNewsletter sent to TIPS Members
- \* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

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**Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

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**Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

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**Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

Yes

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**Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

No response

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**Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

**90** **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

**91** **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM.** By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

**92** **Member Access to Vendor Proposal**

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

**93** **Choice of Law clauses with TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

**94** **Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

**95** **Automatic renewal of contracts or agreements with TIPS or a TIPS member entity**

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.



**96 Indemnity Limitation with TIPS Members**

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

**Agreement is a required condition to award of a contract resulting from this Solicitation.**

**97 Arbitration Clauses**

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

**98 Required Vendor Sales Reporting**

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the **Vendor Portal User Guide** will walk you through the process of reporting sales to TIPS. Please refer to the TIPS **Accounting FAQ's** for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com). The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

**99 Upload of Current W-9 Required**

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

**1000 CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)**

**By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:**

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87<sup>th</sup> session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Tex. Gov't Code § 809.001(1).

**101 CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES (Texas law as of September 1, 2021)**

**By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:**

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87<sup>th</sup> leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87<sup>th</sup> session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

**102 CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)**

**By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:**

Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Tex. Gov't Code § 2274.0101(2) of SB 1226 (87<sup>th</sup> leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

**103 Acknowledgement**

By submitting this proposal, Vendor certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if found to be necessary by the proposing vendor, vendor has sought the advice of counsel in understanding all portions of the solicitation.



**Required Confidential Information Status Form**

Learning Environments LLC

Name of company

Sofia Renkel - CEO and President

Printed Name and Title of Authorized Company Officer declaring below the confidential status of material

16918 Cottonwood Way Houston TX 77059 2818985205

Address City State ZIP Phone

**ALL VENDORS MUST COMPLETE THE ABOVE SECTION**

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you must attach a copy of all claimed confidential materials to this COMPLETED form, name the combined PDF documents "CONFIDENTIAL", and upload the combined, confidential documents with your proposal submission. If a document is not attached, it will not be considered confidential. The copy uploaded will be the sole indicator of which material in your proposal, if any, you deem confidential in the event TIPS/ESC 8 receives a Public Information Request. If ESC 8 receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For documents deemed confidential by you in this manner, ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination. Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, to TIPS Members. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party.

**ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW**

**OPTION 1:**

I **DO CLAIM** parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

**IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OF TOTAL PAGES THAT ARE CONFIDENTIAL.**

**ATTACHED** ARE COPIES OF \_\_\_\_\_ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

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

**OR**

**OPTION 2:**

I **DO NOT CLAIM** any of my proposal to be confidential, complete the section below.

**Express Waiver:** I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature Sofia Renkel - CEO and President Digitally signed by Sofia Renkel - CEO and President Date: 2022.04.12 11:03:56 -04'00' Date 4/12/2022



WOMEN'S BUSINESS ENTERPRISE  
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

**HEREBY GRANTS  
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO**

**Learning Environments LLC**

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at [www.sba.gov/wosb](http://www.sba.gov/wosb).

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Sofia Renkel
NAICS: 337127, 423210 UNSPSC: 56121000, 56121100, 56121200, 56121300, 56121400, 56121500, 56121600, 56121700, 56121900, 56122000
Certification Number: WOSB220121
Renewal Date: January 31, 2023
SBA WOSB Expiration Date: 01/31/2025



April Day, Women's Business Enterprise  
Alliance President

Pamela Prince-Easton, WBENC President & CEO

LaKesha White, Vice President, Certification

# WBENC

WOMEN'S BUSINESS ENTERPRISE  
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

# National Women's Business Enterprise Certification

to

Learning Environments LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Alliance, a WBENC Regional Partner Organization.

Certification Granted: January 27, 2022

Expiration Date: January 30, 2023

WBENC National Certification Number: WBE2200202



Authorized by April Day, President Women's  
Business Enterprise Alliance

NAICS: 337127, 423210

UNSPSC: 56121000, 56121100, 56121200, 56121300, 56121400, 56121500, 56121600, 56121700, 56121900, 56122000



## Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: **1842062033000**  
Approval Date: **December 29, 2021**  
Scheduled Expiration Date: **December 29, 2025**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

### **Learning Environments LLC**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **December 29, 2021**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

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*Statewide HUB Program  
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

## Warranty

Learning Environments LLC provides products from several manufacturers. Each manufacturer provides their own distinct warranty. We partner with manufacturers that provide quality durable products but at affordable prices that meet the expectations of our K-12 educational customers.

Should you have any questions about a warranty replacement, please call (281) 898-5205 or toll free at (800) 583-1575. Please provide your purchase order number for the original order as well as photos and descriptions of the warranty issue. We will make a site inspection if necessary. Once there has been a determination that the product(s) are under warranty, Learning Environments LLC will work with the manufacturer to obtain replacement parts or products.



# lifetime warranty

9to5 Seating products are manufactured with meticulous attention to detail to achieve a level of quality that is free from defects in material and workmanship. In an effort to stand behind this philosophy, 9to5 Seating warrants to the original purchaser of the product and from the original date of sale, the following:

For all series except @NCE, Logic Plus, and chairs that include the Heavy Duty (HD) option in the Aria, Logic, Strata and Theory series, Lifetime Warranty to the original end user; the company will repair or replace, at its option, factory-defective structural and mechanical parts with comparable product, without charge. This warranty is for single-shift, standard commercial usage, defined as a standard eight-hour work day, five days a week. Weight limitations vary by product.

Upholstery fabric, mesh and foam are warranted against wear through and deterioration during normal usage for a period of five (5) years. However, the company does not warrant leather against routine scratching and scuffing, as all leather is subject to minor blemishes during use. COM and COL are not warranted. Due to natural variations in material, furniture containing leather is sold subject to normal variations and/or irregularities of color, texture, and grain.

For the @NCE Series:  
9to5 Seating warrants the @NCE series of chairs for a period of five (5) years of single-shift use to the original purchaser; the company will repair or replace, at its option, factory-defective structural and mechanical parts with comparable product, without charge. This warranty is for single-shift, standard commercial usage, defined as a standard eight-hour work day, five days a week. Weight limitations vary by product.

For Logic Plus Large Occupant Series:  
9to5 Seating warrants the Logic Plus Large Occupant chairs for a period of ten (10) years of single-shift use to the original purchaser; the company will repair or replace, at its option, factory-defective structural and mechanical parts with comparable product, without charge. This warranty is for single-shift applications with persons weighing less than 500 lbs.

For the chairs that include the Heavy Duty (HD) option in the Aria High-Back, Logic, Strata and Theory Series:  
9to5 Seating warrants the aforementioned chairs for a period of ten (10) years of multi-shift use to the original purchaser; the company will repair or replace at its option factory defective structural and mechanical parts with comparable product, without charge. This warranty is for multi-shift applications with persons weighing less than 350 lbs.

Only upholstery fabrics with an abrasion resistance performance rating of 150,000 double rubs or more are warranted against wear-through and foam deterioration for a period of three (3) years of multiple-shift use.

## Claim Process

Should parts fail for any model during normal use within the applicable warranty period, please fill out a Warranty Request Form on our website here: <https://9to5seating.com/warranty-request/>. Provide 9to5 Seating with a description of the failure and proof of purchase (Sales Order number located on the bottom of the chair). If requested by the company, the original purchaser must return the part or product with freight or other shipping charges prepaid, together with a copy of original sales receipt. Please do not send parts without prior authorization.

Send parts to:  
9to5 Seating – Warranty Department  
3211 Jack Northrop Avenue  
Hawthorne, CA 90250

9to5 Seating will inspect the part in question, and repair or replace with a comparable product, at its option, any defective part at no charge to the original purchaser and return defective item thereafter. This warranty does not apply to product or parts of the product that have been subjected to misuse or abuse, accident, alteration, unauthorized repair, or damage in transit. You agree to indemnify and hold harmless 9to5 Seating, its officers, directors, shareholders, employees, and agents from any actions, claims, demands, damages, liabilities, costs, and strict liability in tort or contract, or any other legal theory arising out of the misuse or abuse, alteration, or damage in transit of the product. Under no circumstances will the company be liable for injuries or damages arising from the use of the product.

## Limitation of Liability

Under no circumstance, including but not limited to breach of contract, breach of warranty, or negligence, shall 9to5 Seating be liable for lost profits, loss of goodwill, stored data, general, special, consequential or exemplary damages, even if 9to5 Seating had notice of these damages or they were foreseeable. 9to5 Seating shall not be responsible for verifying dealers' or customers' description of needs, data, or fitness for a particular purpose of goods. 9to5 Seating's liability in all cases shall be limited to repair or replacement of the defective parts with a comparable product. Should a comparable replacement not be available, 9to5 Seating maximum liability will be limited to the original purchase price of the product. Damages resulting from misuse, abuse, alteration, negligence, or accidents are not covered under this warranty.

9to5 Seating makes no warranty that any of its products are suitable for any particular purpose and makes no other warranties, express or implied, other than those set out here. As codes and standards vary from one jurisdiction to another, references to compliance are solely for convenience and without any representation as to accuracy or suitability. Users must verify the suitability of such information or product for their specific application. In no event shall 9to5 Seating be liable in either tort

or contract for any loss or direct, special, incidental, consequential, or exemplary damages.

EXCEPT AS OTHERWISE PROVIDED, 9to5 Seating MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## Labor Reimbursement

For products ordered on or after July 1, 2017, 9to5 Seating will pay the pre-approved labor costs to repair or replace defective parts, up to 12 months from the date of shipment from 9to5 Seating, excluding the @NCE series. All payments for such preapproved labor costs will be in the form of a credit to an active company account.

## ANSI/BIFMA

The Business and Institutional Furniture Manufacturer's Association (BIFMA) has developed tests that have been approved by the American National Standards Institute (ANSI) for determining the strength and durability of seating in its everyday use. This statement does not serve as a warranty or guarantee, however, 9to5 Seating products found within this price list generally meet or exceed applicable BIFMA and ANSI standards.

## Warranty Exceptions

- Colorfastness or matching of colors, or textures occurring in leather, or other materials that naturally exhibit inherent color variations
- COM/COL textiles
- Damage of textiles from exposure to sunlight and UV rays
- Damage to textiles from the use of cleaners not specified for use in the fabric specifications
- Variation of texture and natural markings such as neck wrinkles, scratches, backbone marks and stretch marks in leather
- Color matching of textiles exactly to samples, swatches or prior purchases
- Minor variations of color in textiles
- Minor irregularities of color, surface, grain and texture
- Creasing and/or gathering of textiles during upholstery application process
- Product normal wear and tear, which is to be expected over the course of ownership, e.g., fabric, mesh and arm pads
- Damage caused by the carrier in-transit, which will be handled as separate terms and/or claims against the carrier.

- Damage can be defined as concealed or visible. Visible damage needs to be reported immediately. Concealed damaged needs to be reported within seven (7) business days.
- Damage caused by delivery/installation contractors, which will be handled as claims against the designated company, e.g., knife cuts on the exterior surfaces of a chair resulting from opening packaging or removing plastic wraps
- Failures and damage which result from negligence, abuse, accident or misuse, e.g., arm pads repeatedly hitting a desk or table
- Damage caused by markings or staining; damage caused by sharp objects or imprinting from instruments
- Products exposed to extreme hot and cold temperatures or excessive dry environments
- Products that have been modified or altered and any attachments to the product
- Products or parts not used, maintained or installed in accordance with the Company's installation, maintenance and/or applicable guidelines
- Floor samples or display models
- Products purchased "as is" and/or secondhand
- Products sold by unauthorized dealers
- The warranty is limited to replacement or repair and does not cover cost of transportation, labor or installation.

9to5 Seating reserves the right to make changes in design and construction or discontinue products without prior notice. 9to5 Seating reserves the right to make changes to the lifetime warranty or price book.

Since textiles vary in weave, thickness and memory, some creasing and/or gathering may occur during the upholstery application process. Due to natural variations over which we have no control, all chairs are sold subject to minor irregularities of color, surface, grain, and texture. Textiles are sold subject to minor variations of color. Because leather is a natural product, variations of texture are common and should be expected. Leather will contain natural markings such as neck wrinkles, scratches, backbone marks and stretch marks. These distinctions give leather its unique characteristics and are considered to be part of the natural beauty of leather.



A L U M N I  
CLASSROOM FURNITURE

## 15 Year Limited Warranty

**Alumni Classroom Furniture Inc.** warrants all steel fabricated components of its frames to be free from defect in materials and workmanship under normal use, service and handling for a period of fifteen (15) years. This warranty does not cover misuse or abuse of the product.

Laminated tops are covered for a two (2) year period against manufacture defect causing delaminating.

Moving mechanisms are warranted for five (5) years against manufacture defect. Regular maintenance and lubrication is required for moving mechanisms.

Chair shells are warranted for five (5) years against manufacture defect.

Alumni will repair or replace the product determined to be covered under warranty with an equal or current model.

Alumni Classroom Furniture Inc. reserves the right to inspect the product in question to assess the cause of damage.

## Carpets for Kids® Premium Collection (Includes KIDSoft™ Collection)



**20X Stain Protection™** True Stain Blocker Technology makes clean up a cinch using only hot water extraction with no harsh chemicals necessary. All of the fibers are completely saturated with the stain treatment. Tested to ensure carpets provide safe area for children to learn and play while supporting your efforts to provide a clean and healthy environment.

**KIDply® Backing System** features a revolutionary patented technology that assures your rug looks better longer with dimensional stability. The backing helps prevent wrinkling and creasing and is unmatched in softness and flexibility providing you with quality performance in your area carpet.

**Lifetime Limited Wear Warranty** assures your rug can handle the wear and tear of your space.

**No Fault Edge Warranty™** We will replace the edging on your rugs no matter how long they have been in the classroom. Just pay shipping one way.

BEST Service with our **Quick Ship Program**. Our large warehouses allow us to have your carpet ready to ship in 1-2 business days!

**100% Made in the U.S.A.** You can be confident that our products are safe and tested to be in any childhood environment.

Unmatched **Color and Design**. Our unique and wide variety of designs along with our bright and vivid colors is what sets us apart.

Meets **NFPA 253, Class I** fire code rating. [LINK TO CERTS](#)

## Pixel Perfect Collection™



**Innovative Designs** that incorporate photography and art using our high resolution printing process. This new process gets you highly detailed images that bring a unique design element into your space.

**25X Stain Protection™** True Stain Blocker Technology makes clean up a cinch using only hot water extraction with no harsh chemicals necessary. All of the fibers are completely saturated with the stain treatment. Tested to ensure carpets provide safe area for children to learn and play while supporting your efforts to provide a clean and healthy environment.

**KIDply® Backing System** features a revolutionary patented technology that assures your rug looks better longer with dimensional stability. The backing helps prevent wrinkling and creasing and is unmatched in softness and flexibility providing you with quality performance in your area carpet.

**Lifetime Limited Wear Warranty** assures your rug can handle the wear and tear of your space.

**No Fault Edge Warranty™** We will replace the edging on your rugs no matter how long they have been in the classroom. Just pay shipping one way.

BEST Service with our **Quick Ship Program**. Our large warehouses allow us to have your carpet ready to ship in 1-2 business days!

**100% Made in the U.S.A.** You can be confident that our products are safe and tested to be in any childhood environment.

Meets or exceeds **Class I** fire rating as specified in NFPA Life Safety Code 101. [LINK TO CERTS](#)

## KID\$Value PLUS™



**25X Stain Protection™** True Stain Blocker Technology makes clean up a cinch using only hot water extraction with no harsh chemicals necessary. All of the fibers are completely saturated with the stain treatment. Tested to ensure carpets provide safe area for children to learn and play while supporting your efforts to provide a clean and healthy environment.

**KIDply® Backing System** features a revolutionary patented technology that assures your rug looks better longer with dimensional stability. The backing helps prevent wrinkling and creasing and is unmatched in softness and flexibility providing you with quality performance in your area carpet.

**5-year Limited Wear Warranty** assures your rugs can handle the wear and tear of your classroom.

**No Fault Edge Warranty™** We will replace the edging on your rugs no matter how long they have been in the classroom. Just pay shipping one way.

BEST Service with our **Quick Ship Program**. Our large warehouses allow us to have your carpet ready to ship in 1-2 business days!

**100% Made in the U.S.A.** You can be confident that our products are safe and tested to be in any childhood environment.

Our most **Affordable** rugs for any classroom environment.

Meets **NFPA 253, Class I** fire code requirements. [LINK TO CERTS](#)

## KID\$Value Rugs™



**25X Stain Protection™** True Stain Blocker Technology makes clean up a cinch using only hot water extraction with no harsh chemicals necessary. All of the fibers are completely saturated with the stain treatment. Tested to ensure carpets provide safe area for children to learn and play while supporting your efforts to provide a clean and healthy environment.

KID\$Value **SkidResist Backing** provides a rubberized grip to smooth flooring and is machine washable.

**3-year Limited Wear Warranty** assures your rugs can handle the wear and tear of your classroom.

BEST Service with our **Quick Ship Program**. Our large warehouses allow us to have your carpet ready to ship in 1-2 business days!

**100% Made in the U.S.A.** You can be confident that our products are safe and tested to be in any childhood environment.

Passes **CPSC FF1-70** Standard for the surface flammability of carpets and rugs. [LINK TO CERTS](#)

## SOLID COLOR COLLECTIONS

### KIDply® Soft Solids Collection



**Lifetime** Limited Wear Warranty

True Stain Blocker Technology

KIDply® Backing

100% Nylon

No Fault Edge Warranty™

100% Made in the U.S.A.

Class 1 Firecode [LINK TO CERTS](#)

### Soft-Touch Texture Blocks Solid Carpets



**Lifetime** Limited Wear Warranty

True Stain Blocker Technology

100% Nylon

No Fault Edge Warranty™

100% Made in the U.S.A.

Class 1 Firecode [LINK TO CERTS](#)

### Mt. Shasta Solids Collection



**Lifetime** Limited Wear Warranty

True Stain Blocker Technology

100% Nylon

No Fault Edge Warranty™

100% Made in the U.S.A.

Class 1 Firecode [LINK TO CERTS](#)

## KIDplush™ Solids Collection



15-year Limited Wear Warranty

True Stain Blocker Technology

KIDply® Backing

No Fault Edge Warranty™

100% Made in the U.S.A.

Class 1 Firecode [LINK TO CERTS](#)

## Mt. St. Helens Solids Collection



10-year Wear Warranty

Soil Release

KIDply® Backing

No Fault Edge Warranty™

100% Made in the U.S.A.

Class 1 Firecode [LINK TO CERTS](#)

**Carpets for Kids® (CFK)** is the industry leader in high quality, educational children's rugs. We guarantee that your new carpet will not wear more than 10 percent by abrasion. If this occurs, CFK agrees to replace the carpet subject to its usage schedule. In the event that the identical carpet is not available, you may choose from a selection of carpets of comparable quality.

Damage caused by improper installation, pets, tears, spills, cuts, pilling, shedding, matting, crushing, burns and improper maintenance or cleaning methods are not manufacturing defects and are excluded.

CFK requires the original or other documentation (invoice with purchase date) as proof of warranty coverage. This warranty gives you specific rights. You may have other legal rights which vary from state to state.

In no event shall CFK be liable for incidental or consequential damages, whether in contract, warranty, negligence, strict liability or otherwise. Some states do not allow the exclusion or limitations of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## No Fault Edge Warranty™

Our double-stitched, serged edges are made to stand up to the rigors of schools and childcare environments. However, the serge can be damaged by sharp objects (such as when opening the packaging) or cleaning equipment (vacuuming up the serged edge in the beater bar).

### Carpets for Kids® No Fault Edge Warranty™

Simply return your Carpets for Kids rug to *Carpets for Kids Re-Serge Center* at your expense and we will re-serge it and ship it back to you at our expense\*. We'll even send you packaging material to send it back in. For information contact our customer service department at 503-232-1203 or via email at [reserge@carpetsforkids.com](mailto:reserge@carpetsforkids.com)

\*Free return shipping valid only in the continental US.

Serge Warranty excludes KID\$Value Rugs™.







### **Warranty Information:**

At the discretion of CEF, we will replace or repair product which proves to be defective in original workmanship or manufacturing that may become evident within the first 12 years from the date of purchase. In order for CEF to honor this warranty, all products must be housed in an environment of controlled temperature and humidity, and the proper guidelines must be followed for care and cleaning.

### **Exceptions:**

- Charging Carts (all components except electrical) -10 years
- Casters (Charging Carts, STEM Carts, Tables)-5 years
- Metal Stools-5 years
- Treated Butcher Block Tops-5 years-Untreated Tops-1 year
- Electrical components on all furniture & charging carts-3 years-Limited lifetime; provided by the surge protector manufacturer.  
Surge protectors are designed to sacrifice themselves in order to save equipment connected to them in the event of a power surge. Consequently, a surge protector that has experienced a surge and no longer conducts A/C power has performed its duty protecting connected equipment.
- Dry Erase/Marker board Surface Laminate-1 year
- Articulating, Fixed or Clamp on Mounted Monitor Arms-1 year
- Locks-1 year
- Pneumatic Sit to Stand Height Adjustable Base-1 year
- Glass Table Tops-1 year
- Untreated (Raw, Natural State) Butcher Block Tops-1 year

### **Exclusions:**

CEF warranty does not apply to:

- Normal wear and tear.
- Abnormal or abusive use of product.
- Transit damage caused by freight carriers other than CEF truck and trailer. Please see separate guideline around freight damages.
- Modifications to product that are not approved by CEF engineering.
- Products not assembled properly, used or maintained in accordance with product instructions and care guidelines.

Children's Factory, LLC warrants that its products will be free of defects in materials and workmanship for a period of:

WARRANTY PERIOD		
Active Play	ClassicRider® Trikes	5 years
	Covered Foam-Filled Products	2 years
	Helmets	1 year
	MyRider® Trikes & Bikes	5 years
	Ride-Ons	2 years
	RuggedRider® Trikes	5 years
	SilverRider® Trikes, Wagons & Scooters	5 years
	Taxi Trike	5 years
	Traffic Signs	3 years
Arts & Crafts	Mobile Drying Rack	1 year
	Smocks & Splash Mats	2 years
Classroom Furnishings	Assembled Birch	lifetime against manufacturing defects
	BaseLine® Tables & Chairs	5 years
	Bean Bags (excluding polystyrene beans)	1 year
	Educational Rugs	lifetime against manufacturing defects
	Mirrors	2 years
	MyPosture™ Chairs	10 years
	MyValue™ Table & Chair Sets	5 years
	NaturalWood™ Tables & Chairs	5 years
	Pillows	2 years
	Play Carpets	2 years
	PlayPanels®	2 years
	Sound Sponge® Quiet Dividers®	3 years

	Value Line™ Birch Furniture	lifetime against manufacturing defects
	Value Line™ Furniture	lifetime against manufacturing defects
	Value Stack™ Chairs	lifetime against manufacturing defects
	Value Tables	5 years
<b>Dramatic Play</b>	Outfits	2 years
	Dolls & Puppets	2 years
	Mailbox	3 years
	My Mail Bag Set	1 year
<b>Indoor/Outdoor Play</b>	Activity Cart & Cover	1 year
	Ball Cart & Cover	1 year
	Basketball Stand & Ball Return	2 years
	Kidfetti™	2 years
	Molded Products	2 years
	Sand & Water Tables	2 years
	Science Exploration Table	5 years
<b>Literacy</b>	Technology Tables	lifetime against manufacturing defects
<b>Manual Dexterity</b>	Manual Dexterity	2 years
<b>Nursery</b>	Changing Table – Wood	5 years
	Changing Table Pad	1 year
	Cribs, Crib Drawers & Evacuation Frame	5 years
	Deluxe Glider Rocker	3 years
	Deluxe Glider Rocker Replacement Cushions	1 year
	Feeding Chair	1 year
	Replacement Crib Mattress	1 year

<b>PPE/COVID</b>	Sneeze Guards	1 year limited (against defects in material and workmanship only)
	Face Coverings	Nonreturnable
<b>Rest Time</b>	Angels Rest® Blankets & Cot Sheets	1 year
	Cot Activity Panels	3 years
	Cot Activity Table Tops	3 years
	Cot Name Clips	1 year
	Folding Rest Mats	3 years
	Rest Mats	3 years
	Mobile Rest Mat Storage	1 year
	No-Fold Rest Mats	2 years
	Non-Folding Rest Mats	3 years
	Organic Blankets, Cot Sheets & Crib Sheets	1 year
	Rest Mat Sheets	2 years
	SpaceLine™ Cots	10 years
	Super Rest Mat 2"	4 years
	Universal Cot Carrier	3 years
	Value Line™ Cot Sheets	1 year
Value Line™ Cots	10 years	

<b>Storage Solutions</b>	Plastic Storage	2 years
	Storage Trays	1 year
<b>Transportation</b>	Bye Bye Buggy <sup>®</sup> , Canopy, Infant Seat	3 years
	Bye-Bye <sup>®</sup> Buggy/Bus Cover	1 year
	Bye-Bye <sup>®</sup> Bus, Canopy	3 years
	Bye-Bye <sup>®</sup> Stroller Rain Cover	1 year
	Runabout <sup>®</sup>	3 years
	Runabout <sup>®</sup> Stroller Cover	1 year
	SureStop <sup>™</sup> Bye-Bye <sup>®</sup> Stroller	3 years

Children's Factory will repair or replace any product which does not meet this express warranty.

Please contact the dealer from where you purchased the product with your original receipt and details of the warranty claim to start the process.

Children's Factory is committed to offering the highest standard of products by continuing to update and improve all our products. Catalog and website images may not depict most recent updates or versions of every product.



## **CORRELL LIMITED WARRANTY**

Correll Products are covered by a 15-Year Limited Warranty against defects in materials and workmanship. (1-Year on folding chairs and melamine folding tables) (2-Year on CP series units)

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

Should warranty service become necessary, contact our Customer Service Department at 800-654-8583 for a return authorization number and shipping instructions. Products for warranty service must be returned to Correll, freight prepaid. We will not accept collect shipments, or those which do not have a return authorization number.

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

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

Correll has no liability for incidental or consequential damages. Should a defect in material or workmanship be found, our sole liability, and sole remedy, shall be repair or replacement of the product. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. The above warranty is in lieu of all other, express or implied, including warranties of merchantability or fitness for any particular purpose. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

*Revised July 1, 2021*

(Effective Only for Furniture Sold as of January 1, 2015)

DeskMakers, Inc. furniture is warranted against defects in material and workmanship given normal usage and care for as long the original purchaser owns it.

DeskMakers will repair or replace at its option, and at its own cost, any product that develops a defect during the warranty period. In some cases, DeskMakers may elect to refund the customer's original purchase price (less reasonable depreciation) in lieu of repair or replacement. Repair, replacement, or refund is the purchaser's sole remedy, the choice of which rests solely with DeskMakers. DeskMakers shall not be liable for any incidental or consequential damages including lost profits and loss of use of product.

### Limitations

- The warranty for PVC edges, wood veneer edges, HPL edges, mechanical parts such as ball bearing slides, door hinges, floor glides, fabric (except for COM fabrics), seating foam, and wood veneer surfaces shall be limited to five (5) years.
- The warranty for training tables shall be limited to five (5) years.
- The warranty for engineered-to-order "custom" products shall be limited to three (3) years.
- The warranty for height-adjustable bases shall be limited to two (2) years and shall not include replacement labor.
- The warranty for electrical power-data grommets and components shall be limited to one year and shall not include replacement labor.
- The warranty for task lights shall be limited to 1 year and shall not include replacement labor.
- This warranty does not cover:
  - » Normal wear and tear.
  - » The color fastness of any laminate, wood, or fabric, as such colors can fade or darken with normal use and as a result of exposure to light.
  - » Customer's Own Materials (COM).
  - » Damage caused by placing anything other than hanging files in file drawers.
  - » Damage caused to any products by improper use of cleaning fluids.
  - » Rental furniture.
  - » Replacement labor and service charges.

### Normal Usage

This warranty does not apply to damages or failures resulting from misuse, abuse, negligence, or improper care. For casegoods, tables, and desking, normal usage is limited to 40 hours per week.

# WARRANTY INFORMATION

## Exclusive 12 Year Limited Warranty

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### Exclusive 12 Year Limited Warranty

Enwork warrants that the goods shall be free from defects in materials or workmanship for a period of twelve (12) years except as follows. Chairs are warranted for single shift, standard commercial usage, defined as a standard 8-hour work day, five days a week, when the product is used by a person weighing less than 250 lbs, unless otherwise noted. Proxi Electric bases are warranted for a period of seven (7) years. Taper edge (contour laminate) worksurfaces, lighting, height-adjustable tables, monitor arms, electrical components, pneumatic cylinders, locks, drawer slides, and glides are warranted for a period of five (5) years. Casters are warranted for a period of one (1) year. There is no warranty for "self-edge" chipping or peeling, or on refrigerators.

Upholstery fabrics, vinyl, and polyurethanes are warranted from defects in material and workmanship for five (5) years except for Pixley, Milan, Capri, Ardi, Reko, and Monaco chairs which are warranted for three (3) years. Customer's own materials (COM) are not covered by this warranty. Consult with upholstery materials suppliers for performance criteria and suitability of individual materials. Textiles and laminates are sold subject to minor variations of color. Since textiles vary in weave, thickness and memory, some creasing and/or gathering may occur during the upholstery application process. Because leather is a natural product, variations of texture are common and should be expected.

This warranty excludes any type of misuse, abuse, as well as ordinary wear and tear.

Pursuant to this warranty, if a product fails under ordinary use as a result of a defect in materials or workmanship, Enwork will, at its option, (a) repair the affected product at no charge, (b) replace the affected product at no charge with a new or refurbished product of comparable function, performance, and quality, or (c) refund the original purchase price for the affected product if repair or replacement is not commercially practicable or cannot be completed in a timely manner. This warranty applies solely to the original Buyer with the period starting on the date of shipment, and only for products shipped to and sold for use in the U.S. and Canada. This is Enwork's sole and exclusive warranty, and the Buyer waives all others.

The foregoing warranty shall not apply to damage caused under the following circumstances: (a) damage caused during shipping (this will be handled under separate terms); (b) modifications or attachments to the product that are not Enwork approved; (c) products that were not installed, used or maintained in accordance with product instructions and normal industry practice; (d) products used for rental purpose; (e) damage caused by misapplication of cleaning product; (f) natural variations in wood grain, color, texture, figure, or the presence of character marks; or (g) changes in surface finishes due to aging or exposure to light; or (h) damage, marking, or staining of veneer surfaces due to contact with rubber or similar compounds, damage from sharp objects, or imprinting from writing instruments. If a damaged product is repairable, Enwork may, at its option, permit the Buyer to repair the item and Enwork will issue a credit to the Buyer in accordance with Enwork's repair allowance schedule.

**Warranty Disclaimer.** Enwork expressly and unconditionally disclaims any and all warranties, express or implied, including but not limited to any warranties of fitness for a particular purpose or merchantability, or warranties based on oral representations from Enwork's personnel or agents, affirmations, models, drawings, samples, promotional literature whether in print, on the internet or in any other format or media.

**Limitation of Liability.** Enwork's maximum cumulative liability to buyer shall not exceed the purchase price of the goods claimed defective. In no event shall Enwork be liable for any indirect, incidental, special or consequential damages of any type or kind, including but not limited to lost profits, lost business opportunities or lost goodwill, relating to the goods sold hereunder, their installation or use, whether in contract, tort pursuant to statute or otherwise, even if Enwork has been advised of the possibility of such damages.

**Indemnity.** Buyer shall indemnify and save Enwork harmless from and against all claims of any type or kind for personal injury or property damage, including all costs and attorney's fees, made or alleged as a result of Buyer in any way or manner incorporating or installing any item purchased herein into another product manufactured, assembled, sold or marketed by Buyer.

**No Design or other services provided.** This agreement involves the sale of goods only. Buyer does not hire Enwork to perform any design services or for the production of any drawing or other media relative to the goods sold pursuant to this Agreement or Buyer's end product. To the extent that Enwork offers any advice or produces any drawings or other media, Enwork does so as a courtesy to the Buyer and Buyer agrees that it will not rely on such advice, drawing or other media and Enwork shall not be liable for any matter arising from such advice, drawings or other media. Buyer shall have no recourse against Enwork for any services of any type or kind. Buyer shall be solely and exclusively responsible for use and/ or installation of all items purchased herein. The items sold herein are based on Buyer's descriptions and Buyer bears sole responsibility for ensuring that the products sold meet Buyer's needs and expectations and are suitable for Buyer's intended use. Enwork is not responsible for Buyer's inaccurate or inadequate design or Buyer's furnishing of incorrect information.



**Correction of Errors.** Enwork shall have the right to correct any errors, whether clerical or mathematical, which are contained in this Agreement or any term sheet or invoice.

**Disputes.** All disputes of any type or kind, shall be determined by a court of competent jurisdiction which is situated in Kent County, Michigan. Buyer irrevocably consents to such exclusive venue and jurisdiction.

**Miscellaneous.** Buyer shall not assign any rights under this Agreement without the prior written consent of Seller. Failure to exercise any rights under this Agreement shall not constitute a waiver and a waiver on one occasion will not constitute a waiver of the same item on any subsequent occasion. No waiver or amendment to this Agreement shall be effective unless it is in writing and signed by authorized representatives of both parties. Paragraph headings are for reference only and are of no legal force or effect. All notices shall be provided to the addresses set forth in this Agreement and if none is provided, to the party's resident agent in the state of incorporation or organization. This Agreement shall be governed by the law of the State of Michigan without regard to any conflicts of law principles. Wherever possible, all terms shall be interpreted consistently. In the event of a conflict with regard to price, payment terms or delivery, the typed provisions on a separate or attached term sheet shall control over the printed provisions on this Agreement. For any other conflict, these Terms and Conditions shall control. No usage in trade shall create a conflict with the terms of this Agreement. Seller reserves the right to correct any typographical errors anywhere in this Agreement. A facsimile signature or a legally valid electronic substitute for a signature shall bind Buyer. If any provisions are determined to be unenforceable, the remainder of the Agreement shall remain in full force and effect.

**Entire Agreement.** This is the complete and exclusive statement of the terms and conditions relating to the subject matter of this Agreement and all negotiations and representations, if any, made prior to the execution of this Agreement are merged into this Agreement. Seller shall not be bound by any agent's or employee's representations, promises, or inducements not set forth in this writing unless such representation, promise or inducement is set forth in writing, dated subsequent to this Agreement, and signed by an authorized officer of Seller.

## Product Issue Instructions

### Shipping Damages and Claims

Should you receive any portion of a shipment in damaged condition, either apparent or concealed, it is the duty of the customer to note any suspected damage on the carrier's delivery receipt, to accept the damaged goods, and to contact Enwork immediately to begin the freight claim process. Do not install damaged product. All damaged product and packaging must be retained until the freight claim is settled. Failure to retain damaged product and packaging will result in a transfer of liability from Enwork to the customer. Enwork will not warranty custom one-piece tops over 96" from freight damage. Concealed Damage: Freight damage must be reported to Enwork within 5 days of receipt. Failure to report freight damage within this timeframe will result in a transfer of liability from Enwork to the customer. Claims and questions can be submitted to [info@enwork.com](mailto:info@enwork.com)

### Defective Products

Enwork may request samples, photos, or videos demonstrating the defect before further action. No merchandise shall be returned or scrapped without prior approval from Enwork. All unauthorized returns may be refused by Enwork and returned to the customer. Credit or reimbursement will be issued for the original purchase price or a replacement will be sent. Enwork reserves the right to request the return of any or all of the defective products. Enwork also reserves the right to repair defects in the field with an Enwork-provided repair team.

### Repair Authorization

Requests for Enwork funded repairs by Enwork dealers must be submitted in writing prior to repair work. Repairs made without Enwork's consent will not be funded. Repair costs for warranty or defect issues must be reasonable.

### Credit for Returned Goods

Credit will not be honored for returned merchandise until all returned goods have been checked by the Enwork Quality Control Division and confirmed to be defective.

## Pricing

Prices in this Price List are United States list prices and include freight (subject to minimum order quantities) within the continental U.S. and to most of Canada. Canadian market orders can be invoiced and paid in U.S. or Canadian dollars. Enwork's USD:CAD conversion rate is posted on [www.enwork.com](http://www.enwork.com) and typically updated quarterly. Canadian market orders must specify USD or CAD on the order. The Canadian Dollar price will be based on the conversion rate in effect at the time the order is received. For convenience, the exchange rate and GST will be included as separate line items on order acknowledgments and invoices.



# Flagship Carpets®

ENRICHING EDUCATION FROM THE FLOOR UP FOR OVER 40 YEARS

734 S. River Street, Calhoun, GA 30701

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[www.flagshipcarpets.com](http://www.flagshipcarpets.com)

## Warranty on Rugs

**All rugs come with a useful life limited wear warranty.**

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

## Warranty on Serging

**Three month limited warranty for manufacturer defects only.**

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

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

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

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

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

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

**Time limitations on returns from date received:** 5 days.

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

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

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

**Returns accepted on Flagship branded products only. Returns on proprietary products cannot be completed unless there is a warranty issue.**

**FOR ANY PROBLEMS, PLEASE CONTACT YOUR SUPPLIER**

## CUSTOMER SERVICE & WARRANTY



### PURCHASE ORDERS

**Be sure to include :**

1. Quantity, 2. SKU Number, 3. Description, 4. Pattern name and color choice, 5. Color guide for items requiring one 6. Price for each item.

Fömcore accepts orders via :  
email : [sales@fomcore.com](mailto:sales@fomcore.com) or  
contact your regional sales director

Modification of orders must be submitted to Fömcore in writing within 48 hours of initial sales order acknowledgment. In some cases, a change order fee may be charged if work is in progress or custom products are involved.

### TERMS

Invoice terms for credit accounts are Net 30 days. Orders are invoiced on day of shipment. New customers and international customers are cash in advance.

### SHIPPING - LEAD TIMES

All furniture is made to order. Shipping date is confirmed upon receipt of order. Every attempt will be made to meet that shipping date. However, it is subject to change without prior notification. Fömcore reserves the right to discontinue products and change product specifications and prices. Fömcore delivers to all 48 contiguous states. All orders delivering to other states and international locations are FOB Muskegon (zip code 49442), Michigan.

### WARRANTY

Products manufactured by Fömcore are warranted to be free of defects in material and workmanship under normal use for the lifetime of the product. Product must be properly cared for, maintained, and in use by its original owner. Under the warranty, the obligation of Fömcore is limited to the repair or replacement of such furniture. Damage in transit or by negligence, abuse, abnormal usage, misuse, accidents, or alterations nullifies the warranty. As Buyer's sole remedy under this warranty, Fömcore, at its option, will repair or replace damaged parts at no charge to the original owner of record provided the replacement or return has previously been authorized by Fömcore under terms of this warranty. Normal aging and wear of fabrics, filling materials, and finishes are expected from this warranty. It is expressly agreed that this remedy of repair, replacement, or credit, at Fömcore's option, is Buyer's exclusive remedy under this warranty. In no event shall Seller be liable for consequential damages.



# Warranty

## Global Warranty Information

### A History of Success

Founded in Canada in 1966, The Global Group is one of the largest manufacturers and marketers of quality business furniture in the world. Our facilities include more than 40 just-in-time manufacturing and product assembly plants, plus offices, showrooms and distribution facilities.

Customer service is the cornerstone of our continued success and the reason why the Global choice is often the first choice for office furniture solutions by clients the world over.

### Ergonomics

Global manufactures an extensive selection of office furniture in the areas of seating, files and storage, casegoods, panels and computer accessories. The people at Global are proud to bring you office furniture manufactured with ergonomic features integrated into every product in order to help build a healthy, comfortable and productive work environment.

### ISO 9000

At Global, we continue to set the highest quality product standards. Registration to ISO 9000, the international standard for quality systems is just one example of our longstanding promise to manufacture office furniture that is built to work better and last longer.

### Research and Development

The Global Group is one of the very few business furniture companies worldwide to maintain an in-house testing laboratory. The testing laboratory and its support programs certify our components and finished products. Global certified office furniture products meet, and often exceed industry and government standards.

### The Environment

At Global we're proud of our pledge to maintain a clean environment. We have long established environmental programs throughout our plants and offices to sustain our 'earth friendly' commitment. The people at Global take every opportunity to Reduce, Reuse and Recycle.

### ISO 14001

At Global we're proud to say we're ISO 14001 registered. ISO 14001 is the benchmark international standard for the implementation and operation of an environmental management system. Certification requires a commitment to continuously improve practices that protect the environment.

### Limited Lifetime Warranty

Global warrants that all commercial products are free from defects in material and workmanship, for the life of the product, to the original purchaser. Global will repair or replace, at Global's option, as the sole remedy for any defect covered by the warranty. For detailed conditions, refer to the current Global Price List.

**This warranty covers the following product categories.**

1. General Seating
2. Filing

3. Panels
  4. Desks, Modular Furniture and Tables
- 

## LIMITED LIFETIME WARRANTY



Global will repair or replace, at Global's option, as the sole remedy for any defect covered by the warranty. The warranty applies to products manufactured after March 22, 2016.

### General Commercial Seating

Global's warranty for general commercial seating covers all chair components including pneumatic cylinders, bases, casters, glides, frames, arms, plastic seats, backs and other structural components.

Exceptions to the warranty for general commercial seating are as follows:

- Foam, textiles (as sampled on Global branded and Alliance Partner program cards), mesh material and electrical devices, are warranted for five (5) Years.
- Control mechanisms are warranted for twelve (12) Years.
- Heavy duty seating and Indoor/Outdoor Furniture are not defined as general commercial seating (see below for warranty exceptions).

The warranty applies to single shift, standard commercial usage, defined as a standard eight (8) hour day, forty (40) hour week for users weighing up to 300 pounds.

### Heavy Duty Seating

Global offers products designed for multiple shift applications (24 hours a day / 7 days a week) and larger individuals weighing up to 400, 500 and/or 600 pounds (depending on series and/or model). Global warrants these products for twelve (12) years to the original purchaser. All components (including control mechanisms, pneumatic cylinders, bases, casters, glides, frames, arms, plastic seats/backs, etc.) are covered for 24/7 applications under the warranty. The exceptions are foam, upholstery and textiles, which are covered for five (5) years. Fabric or upholstery material on these products must exceed 100,000 double rubs for the textile portion of the warranty to apply. Heavy Duty product series that apply under this warranty can be found in the Heavy Duty section of the Seating list price book.

### Outdoor Furniture

Global offers products designed for use indoors or outdoors. Global warrants these products for three (3) years to the original purchaser. This warranty applies to single shift (eight (8) hour day, forty (40) hour week) for users weighing up to 275 pounds, unless noted otherwise. Outdoor furniture must be stored indoors during inclement or extreme weather such as extreme cold, extreme heat, or excessive wind.

Exceptions to the warranty for indoor/outdoor furniture is as follows:

- Only Global branded textiles and Alliance Partner carded textile program materials expressly identified for outdoor application are covered for three (3) years when used outdoors.

### Textiles

Global warrants Global branded textiles and Alliance Partner carded textile programs inclusive of fabrics, vinyls and leather products for five (5) years. Global does not warrant COM (Customer Own Materials) or graded-in materials (non-carded) and purchased by Global for a customer. For graded-in or COM products, please contact the textile supplier for performance information and warranty details. Please refer to our website at [globalfurnituregroup.com](http://globalfurnituregroup.com) for detailed information on cleaning and disinfecting procedures. Improper usage of disinfecting/cleaning products may void the warranty.

Global textiles and finishes are updated periodically to meet the demand and trends of the market. As a result, some textiles and finishes may be discontinued by Global or the manufacturer. In the event that a textile or finish is discontinued, Global will make every reasonable effort to provide an alternative product(s) of comparable function.

### Seating Warranty Summary

Seating Type	Components Warranty for Original Purchaser	Use Time For Warranty Coverage	Exceptions
General commercial seating	Lifetime	8 hours / 5 days per week	Foam/upholstery/textiles/mesh/electrical devices – 5 years Control mechanisms – 12 years
Heavy duty seating	12 years	24 hours / 7 days per week	Foam/upholstery/textiles – 5 years
Indoor/outdoor furniture	3 years	8 hours / 5 days per week	Outdoor use textiles – 3 years

### Files, Desks, Modular Furniture, Tables, Panels & Accessories

Global warrants all components of metal storage and filing, laminate and wood veneer desks, laminate and wood veneer tables, metal leg components and panels for the lifetime of the product to the original purchaser.

Exceptions to the warranty for Files/Desks/Tables and Panels are as follows:

- Electrical devices, panel and tackboard textiles, adjustable keyboard mechanisms/lecterns/coat trees and task lights – five (5) Years.
- Folding tables (laminate) – one (1) Year.

### Files, Desks, Modular Furniture, Tables, Panels & Accessories Warranty Summary

Product Type	Components Warranty for Original Purchaser	Exceptions
Metal storage and filing	Lifetime	None

Product Type	Components Warranty for Original Purchaser	Exceptions
Laminate/wood veneer desks and modular furniture	Lifetime	Tackboard textiles, electrical devices, task lights – 5 years
Boardroom, conference and training tables	Lifetime	Electrical devices – 5 years Moving parts – 5 years
Panels	Lifetime	Panel textiles, electrical devices, task lights – 5 years
Coat racks and lecterns	5 years	None
Folding tables (laminated & molded)	1 year	None
Height adjustable tables	5 years	Motorized parts (on electrical tables) – 2 years

**Global's Warranty does not apply (for any product category) to the following:**

- Products not purchased directly from authorized Global resellers.
- Nominal or normal amount of wear and tear that can occur over time.
- Failures which result from negligence, abuse, accident or misuse.
- Failure to apply, install or maintain products according to Global's written instructions and warnings.
- Modifications, attachments or repair methods not approved by Global.
- Damage caused by a carrier in transit, or delivery/installation contractors.
- The matching of colors, grains or textures (wood, leather, etc.) of natural materials.
- Products exposed to extreme hot or cold temperatures or excessively dry or humid environments.
- Color fastness or the matching of color of textiles, dye lots of textile can vary.
- Damage by markings or staining; damage by sharp objects or imprinting from instruments.
- Damage to textiles or laminate and wood surfaces/edges from exposure to sunlight (including UV rays).
- Products used for rental purposes.
- Purchased parts are warranted for one (1) year.
- Failure to follow specific cleaning and disinfecting instructions posted on [globalfurnituregroup.com](http://globalfurnituregroup.com).

Global's warranty does not cover the costs of transportation or labor. Repair or replacement will be at Global's option.

Global makes no warranty that any of its products are suitable for any particular purpose and makes no other warranties, express or implied, other than those set out here. As codes and standards vary from one jurisdiction to another, references to compliance are solely for convenience and without any representation as to accuracy or suitability. Users must verify the suitability of such information or product for their specific application. In no event shall Global be liable in either tort or contract for any loss or direct, special, incidental, consequential, or exemplary damages.

Global's warranty applies to products sold within the United States of America, Mexico, the Commonwealth of Puerto Rico and Canada.





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

## LIMITED LIFETIME WARRANTY

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

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

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

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

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

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

No other warranty is expressed or implied.

5/1/16

# Warranty

Subject to the terms, conditions and exceptions stated below, High Point Furniture Industries, Inc. ("HPFi"), warrants that each new finished product, separate component or part ("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 not assign this warranty to any other person or entity.

## Exceptions

**HIGH-WEAR PARTS** - High-wear parts such as glides, gas cylinders, casters, ergonomic chair components, polymer-based components, and user-adjustable work surface mechanisms are warranted against defects in material and workmanship only for a period of five years (three 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.

**VENEER FINISHES** - Veneer 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.

**UPHOLSTERIES** - Careful consideration is given to our presentation of upholstery offerings. The upholsteries we offer feature the best in appearance, durability and value. However, we have no control over the environment, cleaning or other conditions which may affect colorfastness or durability. Puddling may occur as a result of certain climate conditions and/or the natural stretch inherent in upholsteries and is not a flaw in the upholstery or manufacturing process. HPFi cannot predict or be held responsible for upholstery performance in an installation and does not guarantee against puddling. Customer's Own Materials (COM) selected by and used at the request of a customer are not warranted. We cannot warrant upholsteries beyond the stated warranty provided by the specific upholstery supplier for that specific material whether it is an HPFi core supplier or COM.

**CUSTOMER'S OWN MATERIAL** - If HPFi agrees to use the customer's own material (COM) or leather (COL) 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 or COL.
- 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 or COL and the customer shall hold HPFi harmless for all liability.

For complete COM/COL order requirements and warranty information see the HPFi COM/COL Order Form on pages 18-19.

## Exclusions

**THIS WARRANTY DOES NOT APPLY AND NO OTHER WARRANTY APPLIES TO:**

- Normal wear and tear, which is to be expected over the course of ownership.
- Damage caused by the carrier 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.
- Products used for personal or household use (all products are intended for commercial usage) or for rental purposes.
- 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. To the extent 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-rated basis.
- Chairs designated 24/7 have a warranty of five (5) years.
- Color Variations and Finishes - Some natural variations occurring in wood, leather or other natural materials are inherent to 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 color-fastness or matching of colors or grains or textures of such materials.

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

## Remedies

If any defect in the workmanship and material of any Product appears within the applicable warranty period, HPFi will, at its option, repair or replace the Product, at no charge, upon examination of the Product and verification by HPFi or its authorized representative of the defect and of compliance with the warranty requirements and conditions. The Purchaser must provide such cooperation and information as HPFi or the authorized representative may reasonably request to 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 THIS PARAGRAPH, AND IN NO EVENT SHALL THE DEALER OR RETAILER THAT PURCHASED THE PRODUCT FROM HPFi 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 WHATSOEVER 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 manufactured and sold by HPFi on or after April 1, 2001. Products manufactured and sold by HPFi before April 1, 2001 were covered by the warranty in effect at that time and have expired. Further information concerning terms and conditions of prior warranties are available upon request to HPFi.

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.

# Warranty

Thank you for selecting Interior Concepts. We focus on providing quality products that meet the expectations of our customers.

Interior Concepts warrants its products to be free of defects in materials and workmanship to the original purchaser of the product during the warranty period. This warranty extends from the date of installation and is based on normal usage of the product. This warranty does not apply to possible damage caused by misuse, surfaces loaded with excessive weight, or field modifications of the product made after installation. This warranty does not cover normal wear of the product such as laminate chipping or the soiling and fading of fabrics.

## WARRANTY DETAILS:

Interior Concepts Furniture Systems	Limited Lifetime Material / 5 Year Labor
Campfire	Cart - 3 Years; Cushions - 1 Year
Catch All	3 Years
Frame <sup>2</sup>	Limited Lifetime Frame / 5 Year Labor
Otto	Manufacturer's Warranty
Project Boards	Limited Lifetime Frame / 1 Year Board
Seating	Manufacturer's Warranty
Tables	Limited Lifetime Material / 5 Year labor

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## COMPONENTS

Drawer/drawer glides, casters, and adjustable height mechanisms	1 Year
Electrical components	1 Year
Fabric	Manufacturer's Warranty
Laminate	1 Year

Upon being notified of a potential warranty defect, Interior Concepts, at its option, may either repair or replace the item as originally specified. Damage caused by a freight carrier is not covered under this policy.

This warranty does not apply to consumable products such as light bulbs or surge protection products. Product alterations or modifications not explicitly approved by Interior Concepts do not qualify for this warranty. Also, this warranty does not cover the installation, relocation, or reconfiguration of product by anyone other than Interior Concepts authorized personnel. Unless specified, installation costs are covered for 1 year, thereafter product only is covered.

Interior Concepts shall not be liable for incidental or consequential damages arising out of a claim of defective product. This warranty is in lieu of all other expressed or implied warranties and constitutes the sole and exclusive liability of Interior Concepts Corporation.



**IRONWOOD MANUFACTURING INC.**

## **Ironwood Guarantee**

### **Factory Assembled**

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

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

### **R.T.A. Ready To Assemble**

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



## Warranty

Jonti-Craft, Inc. works hard to make sure all products meet our high-quality standards and are built to last a lifetime. If a product breaks during the listed warranty period, our Customer Relations Team will be happy to assist you in filing a warranty claim. Please contact us via email or phone to begin the process. Please be prepared to explain the problem you are experiencing with your product, including invoice number, purchase date, and photos and we will guide you through the warranty claim process.

*Please note: Jonti-Craft products are for indoor use only.*

This PRODUCT LIMITED WARRANTY ("Warranty") by Jonti-Craft, Inc. ("Jonti-Craft") applies to certain products and accessories thereof sold by Jonti-Craft, subject to the terms provided below.

### 1.) WHAT IS COVERED

(a) **Covered Products.** Except as specifically limited or excluded herein, this Warranty applies to the following products ("Covered Products") from the date of delivery to Purchaser or its agent of the Covered Product for the duration of the Warranty Period set forth below:

#### **LIFETIME WARRANTY**

- Jonti-Craft® Birch Furniture
- Rainbow Accents® Furniture
- MapleWave® Furniture
- TrueModern® Furniture
- KYDZ Suite® Furniture

#### **5 YEAR WARRANTY**

- Berries® Tables and Chairs
- Jonti-Craft® KYDZ Ladderback Chairs

#### **1 YEAR WARRANTY**

- Young Time® Furniture
- RTA Furniture
- Jonti-Craft® Glider Rocker
- Jonti-Craft® Clean Hands Helper Portable Sinks
- Jonti-Craft® Table Divider and Desktop Shields

(b) **Limited Warranty Coverage.** Except as specifically excluded in Section 2(a), Jonti-Craft warrants to the original purchaser of the particular Covered Product ("Purchaser") that upon delivery to the Purchaser the Covered Products and Accessories (as defined in Section 2(a)(2)) will be free from defects in materials and workmanship and that Covered Products, specifically excluding Accessories, under normal and proper installation, usage, and maintenance will be free from defects in materials and workmanship for the duration of the Warranty Period. The term "Lifetime," and the corresponding Warranty Period, means from the date of delivery of the Covered Product to the Purchaser or its agent for as long as the original Purchaser owns the Covered Product. This Warranty does not extend to subsequent owners or transferees of any Covered Product.

#### **2.) WHAT IS NOT COVERED**

(a) **Exclusions.** This Warranty does not include:

- (1) Any Covered Products, (a) to which Purchaser or any third party makes any unauthorized alteration of or modification to any part of the Covered Product, (b) that were improperly installed, used or maintained, tampered with, misused or abused, by Purchaser or a third party contrary to the normal installation, usage, or maintenance requirements specified by Jonti-Craft, or (c) that were damaged by any force out of the control of Jonti-Craft, including, but not limited to, Acts of God, weather, flood or fire;
- (2) Accessories to, and components of, the Covered Products, including, without limitation, carpeted or upholstered parts of Covered Products, plastic bins and tubs, safety belts, hinges, casters, metal and plastic hooks, drains and valves, latches and locks, lights, electrical components, table legs, leg glides and metal covers, plastic shelf brackets, writeable surfaces, and other similar items; and
- (3) All other products not listed in Section 1(a).

(b) **Disclaimers.** EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 1, JONTI-CRAFT DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

#### **3.) REMEDIES**

(a) **Remedies.** Jonti-Craft may, at its sole and absolute discretion, elect to repair or replace a defective Covered Product covered hereunder, or refund the purchase price of the Covered Product to the Purchaser.

(b) **Limitations of Liability.** JONTI-CRAFT SHALL NOT BE LIABLE TO PURCHASER OR ANY OTHER PERSON FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH PURCHASER'S USE OF THE PRODUCT OR COVERED PRODUCT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION. THE LIABILITY OF JONTI-CRAFT, IF ANY, AND PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER, REGARDLESS OF THE NATURE OR CAUSE OF SUCH CLAIM OR DAMAGES OR WHETHER ARISING IN TORT OR CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE OF THE DEFECTIVE COVERED PRODUCT PAID BY PURCHASER.

#### 4.) SERVICE

(a) **Contact Jonti-Craft.** To make a claim under this Warranty, to return a Covered Product or to get service on a Covered Product, prior to returning a Covered Product, Purchaser must contact Jonti-Craft to receive a Return Merchandise Authorization Number (RMA#), return instructions and make arrangements to have the Covered Product shipped back to Jonti-Craft for inspection, through one of the following means:

Phone: 507-342-5169 or 1-800-543-4149

Fax: 507-342-5617

Email: [sales@jonti-craft.com](mailto:sales@jonti-craft.com)

Purchaser is responsible for return shipping of any Covered Product to Jonti-Craft, and for shipping of any repaired or replaced product by Jonti-Craft to Purchaser. Shipping fees will vary depending on the Covered Product.

(b) **Servicing.** Following receipt and inspection of the product and the proof of purchase for the product, Jonti-Craft will notify Purchaser of the results of its inspection and its determination of whether the product is subject to this Warranty. If the product is covered under this Warranty, Jonti-Craft will provide Purchaser a remedy for the defective Covered Product in accordance with Section 3. If the product is not covered under this Warranty, Jonti-Craft will notify the Purchaser for instructions regarding the disposition of the product.

## OUR PROMISE

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

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

### Exceptions to Warranty:

12 Years (from date of purchase)

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

5 Years (from date of purchase)

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

### This Warranty Does Not Cover:

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

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

*love what you do*



**CORPORATE OFFICE**  
225 CLAY STREET  
JASPER, INDIANA 47546



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



JSIFURNITURE.COM



# kfiSTUDIOS LIMITED WARRANTY

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

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

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

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

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

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

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

Damage caused by freight carrier is not warranted.

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

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

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

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



## RIGHTS AND WARRANTIES

The following KI product warranty applies to products manufactured on or after November 1, 2019 and manufactured and/or distributed from a KI manufacturing site. This warranty is given to the initial purchaser and is valid for as long as the initial purchaser owns the product. The warranty, which runs from the date of manufacture, covers defects in materials and craftsmanship found during normal usage of the products during the warranty period. If a product is defective, and if written notice of the defect is given to KI within the applicable warranty period, KI at its option will either repair or replace the defective product with a comparable component or product, or provide a refund of the purchase price. KI reserves the right to determine labor method used during replacement of product. The Lifetime Warranty applies regardless of the number of shifts the product is used each day, unless specified as an exception. All non-lifetime product warranties are a single 8 hour shift per day unless otherwise noted. KI products are not intended or warranted for outdoor use unless specifically stated for outdoor use.

## EXCLUSIONS

This warranty does not cover:

- Failure resulting from normal wear and tear which is to be expected over the course of ownership, including but not limited to: scratching, natural variations/movement of butcher block wood tops, bowing/cupping of butcher block tops due to environmental conditions during transit and/or at site, or ghosting on markerboard surfaces.
- Any misuse, abuse or modification of the original product voids the warranty.
- Damage caused by carrier.
- Products that are exposed to extreme environmental conditions or that have been subject to improper storage.
- Alterations to product not expressly authorized by KI, nor to products considered to be of a consumable nature such as bulbs, light ballasts, and surge suppression products.
- Replacement parts are covered for two years or the balance of the original warranty, whichever is longer.
- Failure to apply, install, reconfigure, or maintain products according to published KI planning, assembly, cleaning instructions, or user guides.
- Customer's Own Material (i.e., material supplied by the Customer or procured by KI on behalf of the client that is not a standard KI product offering) used in the manufacture of KI products.
- Natural variations in wood grain; changes in surface finishes, including colorfastness, due to aging or exposure to light; matching of color, grain or texture, except to within commercially acceptable standards.
- Wrinkles, marks or scars occurring naturally in leather.
- Discoloration or deterioration of all surface materials due to soiling, stains, dye transfer from clothing (including denim) or cleaning agents (refer to KI's Care & Maintenance Instruction documents).
- Fabric properties including, but not limited to aging, colorfastness, shade variations, pilling, puddling/wrinkling or abrasions of textiles.

## NOTATIONS

- Warranties and exceptions listed in the Accessories / Components section will apply to all applicable product warranties.
- Modified (non-standard) product has a one year warranty, unless the change is only cosmetic. If the product is modified due to a cosmetic change, the warranty is the same as the "base" product.
- Third Party Supplied Product (KI shall pass along any warranty it receives with respect to other manufacturer's products).
- Modification to UL Listed products eliminates the listing.
- KI reserves the right to request that product be returned for inspection prior to granting a remedy.
- KI will not be liable for consequential, economic (including loss of time or inconvenience), or incidental damages arising from any product defect.
- International Warranties may differ.

EXCEPT AS STATED ABOVE, KI MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY PRODUCT AND IN PARTICULAR MAKES NO WARRANTY OF FITNESS FOR ANY PARTICULAR USE. AT KI'S OPTION, PRODUCT REPAIR, REPLACEMENT, OR REFUND OF PURCHASE PRICE IS THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY AND ALL PRODUCT DEFECTS.



**SURFACES** - (refer to [KI Care and Maintenance Instructions](#))

Butcher Block Wood	15
Fabrics (includes all Woven, Polyurethane, Vinyl and Leather) -	
KI In-Grades and Pallas Textiles (excluding those below)	3
Laminate HPL - high pressure laminate (excluding markerboard)	15
Laminate LPL - thermally fused laminate	5
Markerboard Laminate	3
Mesh	15
Pallas Haven and Pallas Juggernaut	5
Phenolic Resin	15
Seamless Surface Membrane Press	15
Sure-Chek Moisture Barrier	3
Veneer	15

**ACCESSORIES / COMPONENTS**

Cable Management - Vertical Cable Manager	15
Casters	15
CPU Holders	15
Electrical Components -	15
4-Port, 4-Trac System, Activ8, Byrne Interlink® System, Byrne Sequence®, Fixed Table 4-Wire System, Hiatus USB/120V, Isle Power Tower, Pattern System, Qi, Undermount R8, USB Charger, Power Modules (Ashley Duo, Dean, Dean® Qi, Dubbel, Mini-Tap, Nacre, Node, PowerUp, Snap-in RPT, Villa)	
Flat Screen Monitor Arms	15
Foam	15
Glides (excluding Felt)	15
Glides - Felt	1
Keyboard Mechanisms	5
Lighting	5
Pneumatic Cylinder (except Cafeteria at 5 years)	12
Ruckus Totes and Tote Rails	5
Tablet Arm	15
Tattoo Screens	Lifetime
Universal Screens	10
Worksurface Embedded Storage - Flat Screen Garage, Smartlift	5
Zoetry	Lifetime

**BENCHING SYSTEM**

Connection Zone	Lifetime
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**CAFETERIA FOLDING TABLES**

CafeWay (except pneumatic)	15
Uniframe (except pneumatic)	15
Uniframe Tops with "Perfect Edge"	Lifetime
Pneumatic for CafeWay and Uniframe	5

**CASEGOODS**

Aristotle (excludes laminate)	Lifetime
Aristotle Laminate - thermally fused laminate (LPL)	5
Likha (limited)	12



## DESKING

700 Series Desk	Lifetime
Instruct	Lifetime
Intellect Wave	15
Ruckus	15
True	Lifetime
WorkZone	Lifetime

## DOLLIES

Caddies - Seating	15
Caddies - Tables	15

## FILES AND STORAGE

(Storage warranties exclude drawer slides at 15 years)

Drawer Slides	15
700 Series Files and Storage	Lifetime
All Terrain	Lifetime
Balance	Lifetime
Bobbr	Lifetime
Connection Zone Storage	Lifetime
Ruckus Storage	15
Tattoo Storage	Lifetime
Universal Overhead	Lifetime
U Series	Lifetime

## FOLDING CHAIRS

Folding Chairs	5
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## INSTITUTIONAL SEATING/TABLES

Banquet Tablets - Emissary, Heritage	5
DuraLite	5
Fixed Leg Table - Oxford	5
ValueLite	5

## LIBRARY FURNITURE

CrossRoads	15
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## MARKERBOARDS (vertical dry-erase surfaces)

Connection Zone Mobile Screen	5
Ruckus Whiteboards - dry-erase surface	5
Ruckus Whiteboards - mobile cart and accessories	15
All Other Markerboards	5

## OCCASIONAL TABLES

Affina	Lifetime
C-Table and C-Table Max	15
Calida	Lifetime
Flex	Lifetime
Hub	Lifetime
Lyra	Lifetime
MyPlace	Lifetime
MyWay	Lifetime



**OCCASIONAL TABLES continued**

Sela	Lifetime
Soltice	Lifetime
Soltice Metal	Lifetime
Sway	Lifetime
Tattoo	Lifetime
Zoetry	Lifetime

**PATIENT ROOM SEATING**

**Bariatric**

Affina	Lifetime
Soltice	Lifetime
Soltice Metal	Lifetime
Zoetry	Lifetime

**Hip Chair**

Affina	15
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**Patient Chairs**

Affina	Lifetime
Soltice	Lifetime
Soltice Metal	Lifetime

**Recliners**

Affina (excludes central locking caster mechanism, recliner mechanism, heat/massage and USB components)	Lifetime
Soltice (excludes central locking caster mechanism, recliner mechanism, heat/massage and USB components)	Lifetime
Central Locking Caster Mechanism	5
Recliner Mechanism	10
Heat/Massage and USB Components	2

**Sleepers and Daybeds**

Affina (excludes sleeper mechanism)	Lifetime
Hiatus Sleeper Bench (excludes sleeper mechanism)	Lifetime
Hiatus Seamless Surface Components	5
LaResta Daybed (excludes daybed mechanism)	Lifetime
Soltice (excludes sleeper mechanism)	Lifetime
Sleeper and Daybed Mechanisms	5

**PODS**

WiggleRoom Pod (excludes ceiling light, occupancy indicator LED light bulb, dimmer switch, fans, carpet, door closer mechanism and motion sensor)	10
WiggleRoom Stool	10
Ceiling light, occupancy indicator LED light bulb, dimmer switch, fans, carpet, door closer mechanism and motion sensor	1

**RESIDENCE HALL FURNITURE**

RoomScape	Lifetime
Mattresses	1



## SEATING

### Auditorium Seating

Concerto	15
Lancaster	15

### Benches

Kurv	15
Zoetry	Lifetime

### Classroom

Intellect Wave	15
Learn2	15
Ricochet	15
Ruckus	15

### Fixed Seating / Lecture Hall

Jury Base	15
Seminar Tables	15
Sequence	15
Sequence HD	15
Single Pedestal	15
University	15

### Guest Seating

Affina	Lifetime
Doni Guest	15
Impress Guest	15
Impress Ultra Guest	15
Katera	15
Sift Guest	15
Soltice	Lifetime
Soltice Metal	Lifetime
Zoetry	Lifetime

### Lounge

Affina	Lifetime
Arissa	Lifetime
Calida	Lifetime
Gladly	Lifetime
Hub	Lifetime
Jessa	Lifetime
Jubilee	Lifetime
Lyra	Lifetime
MyPlace	Lifetime
MyWay	Lifetime
Sela	Lifetime
Soltice	Lifetime
Soltice Metal	Lifetime
Sway	Lifetime
Tattoo Slim	Lifetime
Zoetry	Lifetime



## SEATING

### Multiple Seating

Affina	Lifetime
Promenade - indoor	15
Promenade - outdoor	3
Soltice	Lifetime
Soltice Metal	Lifetime

### Stack and Nesting

Apply	15
Doni Stack	15
Grazie Stack	15
Katera	15
Maestro	15
Matrix	15
Opt4	15
Ruckus	15
Strive Stack	15
Torsion Air Stack	15
Torsion on the Go!	15

### Stools

600 Series	15
800 Series	15
Medical and Laboratory Stools	15

### Tandem

Doni Tandem	15
Grazie Tandem	15
Strive Tandem	15
Zoetry Tandem	Lifetime

### Task

Apply Task	15
Altus (24/7)	15
Diem	15
Doni Task	15
FourC (24/7)	15
Grazie Task	15
Impress	15
Impress Ultra	15
Intellect Wave Task	15
Oath	15
Pilot (24/7)	15
Ruckus	15
Sift	15
Strive Task (24/7)	15
Torsion Air Task	15



**SYSTEMS**

**Panel Systems**

StudioWorks	Lifetime
System 3000	Lifetime
Unite	Lifetime
WireWorks	Lifetime

**Power Distribution System**

Trellis	Lifetime
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**TABLES - contract**

Athens	Lifetime
Barron	Lifetime
Backbone	Lifetime
DataLink System	Lifetime
Enlite	Lifetime
Genesis - fixed	Lifetime
Genesis - height adjustable	5
Hurry Up!	Lifetime
InTandem	Lifetime
Intellect Activity Table	Lifetime
Pillar	Lifetime
Pirouette	Lifetime
Portico	Lifetime
Ruckus Activity Table	15
Ruckus Worktable	15
Serenade	Lifetime
Smart Lift (excludes worksurface embedded storage)	Lifetime
Tattoo	Lifetime
Toggle - fixed	Lifetime
Toggle - height adjustable	10
Trek	Lifetime
WorkUp - fixed	Lifetime
WorkUp - height adjustable	5

**WALLS**

Evoke	10
Genius	10
Lightline	10





**The following products are discontinued.**  
**Please contact KI customer service to verify warranty status. 1-800-424-2432**

- |  |  |  |                                  |
|--|--|--|----------------------------------|
| 1000 Series                              | Dance                                    | Jovi                                   | Rapture                          |
| 20 Series Table Boss Design              | Dante                                    | Jubi                                   | Reclaim Receptacles              |
| 200 Series Boss Design                   | Darwin                                   | Junior Tables                          | Relax                            |
| 360 Degree Classroom Furniture           | DataLink MP                              | Kismet                                 | Rose                             |
| 400 Series Boss Design                   | DaVinci                                  | Laptop Garage                          | Sapphire/Precedence              |
| 600 Series Boss Design                   | Daybed                                   | Logix Seating System                   | Seneca                           |
| 6000 Series chairs                       | Daylight                                 | Lido Lounge Seating                    | Silhouette                       |
| 6100 Series Boss Design                  | Delsanti Casegoods                       | Lola Lounge Seating                    | SmartTouch Files (900 Series)    |
| 6200 Series Boss Design                  | Devon Occasional Tables                  | Madison                                | Soltice Folding Chair and Glider |
| 700 Series Folding Chair with tablet arm | Dorsal                                   | Mesa Lounge                            | Sterling                         |
| 734G (Ganging versions)                  | DuraMesh Folding Chair                   | Mesa Task Chair                        | Sustain                          |
| ADD Companion, Tandem, Raphael           | Durastack                                | Mi6                                    | Synthesis                        |
| ADD Stacker                              | E Series Storage                         | Mondial                                | SystemsWall                      |
| Aerdyn                                   | Eden                                     | Neena                                  | Tea Cup                          |
| Affina Glider                            | Engage                                   | Next Connect Electrical System         | Three Collection                 |
| Allude                                   | Ess                                      | Novite                                 | Torsion Seating                  |
| Amadeus Collection                       | Essex                                    | Olympia                                | Trendmaster                      |
| Archive                                  | Extol                                    | On Task                                | Velo                             |
| Aria                                     | Flat Screen Garage                       | Orlo Occasional Tables                 | Venue                            |
| Aston Guest Chair                        | Flex Collection (seating)                | Perry                                  | Versa                            |
| Avail                                    | Flexible Workspace                       | Perth Seating                          | Vertebra Institutional           |
| Bantam                                   | GateOne                                  | Piretti 2000                           | Voyant                           |
| Berlage                                  | Glimmer Stack and Task                   | Piretti Stack                          | Voz                              |
| Bonn                                     | Grand Salon Lounge Seating and Bench     | Plaza                                  | Warren                           |
| Briar Collection                         | Hancock Bench                            | Pomfret Lounge Seating and Guest Chair | Wharton                          |
| Bruen                                    | Hi5 Spectator Seating                    | PowerComm Premier 72" Round Table      | Xclaim                           |
| Canaan                                   | Impulse                                  | Premier Folding Bench and Table        | Xylon                            |
| Cinturon Lounge Seating                  | Inquire                                  | Prosper                                | Zylo                             |
| Cinturon Task Chair                      | Intellect Classroom Furniture Collection | Quatro Guest Chair                     |                                  |
| Cody                                     | Itoki DD                                 | Rado Occasional Table                  |                                  |
| Connect Electrical System                | Itoki DP                                 |  |                                  |
| Connection Zone Privacy Booth            | Ivey                                     |  |                                  |
|  | Ivy League                               |  |                                  |

## Kore Design® Wobble Chairs

**IMPORTANT: READ THE FOLLOWING INFORMATION IN FULL BEFORE USING THE KORE WOBBLE CHAIR.**

### **WARNINGS:**

- **The Kore fixed-height wobble chairs are intended to move (wobble, rock, swivel, etc.) while seated.**
- **The Kore adjustable height wobble chairs are intended to move (wobble, rock, swivel, etc.) and raise and lower while seated.**

**It should not be used for any purpose other than sitting. NEVER STAND ON THE WOBBLE CHAIR. Individuals using the wobble chair should be able to rest the bottoms of their feet on the floor while seated. This wobble chair shouldn't be used by individuals who have any difficulty with balance or any disability that makes use of a moving seat unsafe. All users of the Kore wobble chair use it at their own risk.**

**LIMITED LIFETIME WARRANTY:** IN THE EVENT OF A MANUFACTURING DEFECT, THE MANUFACTURER SHALL REPAIR OR REPLACE THE DEFECTIVE WOBBLE CHAIR OR PART, PROVIDED THAT (A) THE DEFECT IS REPORTED TO THE MANUFACTURER, AS EVIDENCED BY A STORE RECEIPT, ONLINE ORDER INVOICE, OR SIMILAR (B) THE WOBBLE CHAIR IS DELIVERED TO MANUFACTURER FREIGHT PREPAID WITHIN SEVEN DAYS OF REPORTING THE DEFECT, AND (C) THE WOBBLE CHAIR HAS NOT BEEN MISUSED IN ANY WAY. ALL PARTS OF THE WOBBLE CHAIR ARE REPLACEABLE UNDER WARRANTY. THIS IS THE EXCLUSIVE WARRANTY AND REMEDY FOR THE WOBBLE CHAIR.

**LIMITATION OF LIABILITY:** THE REMEDY DESCRIBED ABOVE IS THE SOLE AND EXCLUSIVE REMEDY FOR CLAIMS RELATED TO THE KORE STOOLS. EXCEPT FOR THE MANUFACTURER'S OBLIGATION TO REPAIR OR REPLACE THE CHAIR, NEITHER THE DESIGNER NOR THE MANUFACTURER SHALL BE LIABLE TO ANY USER OF THIS CHAIR ON ANY BASIS WHATSOEVER, REGARDLESS OF WHETHER THE CLAIM IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER THEORY, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF THE EXCLUSIVE REMEDY PROVIDED ABOVE. OWNERS AND USERS OF THIS STOOL WAIVE ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS OTHERWISE PROHIBITED BY LAW.

## Warranty Statement (Ten Year Limited Warranty):

All Marco Group Inc. ("MGI") products are warranted against defects in material or workmanship for up to ten years. MGI promises to repair or replace any MGI branded product or component that may be noticeably defective for the original purchaser, or at our determination give a credit up to the invoice price of the product only. MGI may repair or replace, at its sole discretion, any portion of the subject product which proves to be defective under the terms of this limited warranty at no further cost to the buying party. MGI shall be liable under this limited warranty only for the cost of repair or replacement of defective product. MGI will not pay labor costs associated with repairs or replacement. All incidental or consequential damages which may arise, including, but not limited to, lost profits, personal property damage, and third party liabilities are hereby clearly excluded. MGI will not be responsible for any damage to customer's property caused by incompatibility of the product with customer's flooring and other customer property.

### Exclusions:

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

- Normal wear and tear
- Defects caused by abusive or abnormal use of product.
- Damage caused by the carrier in transit  
(see Freight Damages or Shortage under Terms and Conditions).
- Product modifications and/or attachments to the products not approved by MGI.
- One (1) year on all moveable parts such as (pneumatic lifts, casters, glides, drawer slides, etc.).
- One (1) year warranty on whiteboard surfaces.



Marco Group Inc. products are not intended or warranted for outdoor use. Additionally, color variations occurring in natural materials such as, plastics, paints, laminates, etc. are inherent to their character and cannot be avoided; therefore, they are not considered defects.

Please contact Marco Group Inc. at 1-888-627-2601 if you have any questions.



# WARRANTY

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

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

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

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

# PRODUCT WARRANTY

## Steel Framed Tables

All standard steel framed tables manufactured by Silver Street, Incorporated, are guaranteed against defects for a period of 10 (ten) years from the date of purchase. We will repair, replace or credited up to the invoice purchase price of the product, in our discretion, any defective item without cost to our customer. This is customer's sole and exclusive remedy against us. No delay in shipment or delivery shall give rise to any liability for damages whatsoever. We are not liable for defects caused by customer or any third party. Customer is not authorized to make any repairs whatsoever or to deduct any amount from the purchase price.

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

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY ORDINARY OR PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

# Silver Street Incorporated

## FIVE YEAR GUARANTEE & LIMITED WARRANTY

elements by mediatechnologies® - Casegoods

All standard elements by mediatechnologies® Casegoods manufactured by Silver Street Incorporated carry a five (5) year Guarantee and Limited Warranty to the original owner against defective material and workmanship. elements by mediatechnologies® laminated surfaces carry a fifteen (15) year Limited Warranty against delaminating.

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

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

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

elements by mediatechnologies® is a registered trademark of Silver Street, Inc.

Silver Street Incorporated  
892 Industrial Park Drive, Shelby, MI 49455-0159  
USA



As the economic, environmental, and social conditions in our communities and around the world are changing, mediatechnologies is evolving to reflect those changes. Part of that evolution is a deeper understanding of what it means to be “sustainable” and a commitment to integrating the social, environmental and economic aspects of sustainability into our policies, our practices, our designs, and our culture. To ensure success and transparency, mediatechnologies will enlist the collaboration of its stakeholders in tracking our commitment, contributing to strategy and implementation, and communicating to each other and the larger community.

## Side/Guest Seating

### Designers

Dennis Foley,  
Jeffrey Gershune  
& Chuck Saylor

## Characteristics

Product	Hannah			
	Side Stacker Armless	Side with Casters & Arms	Stool Armless	Task with Arms
Model Description				
Recyclable	99%	91%	96%	97%
Post Industrial Recycled Content	25%	19%	28%	10%
Post Consumer Recycled Content	0%	0%	10%	24%
Aggregate Total (PCRC + 1/2 PIRC)	13%	10%	14%	29%
	Material Content			
Steel	73%	59%	79%	44%
Aluminum	0%	15%	0%	31%
Plastic	26%	21%	20%	22%
Foam	0%	2%	0%	1%
Other	1%	3%	1%	2%
Weight Total (lb)	12.3	17.2	18.2	25.2

## Warranty

Hannah is backed by our limited lifetime warranty and has been designed with durability in mind to ensure it has a long and useful life. The following are a list of exceptions: functional parts are warranted for ten (10) years; casters are warranted for five (5) years and the upholstery material is warranted for three (3) years.

## Certifications & Credits

**LEED** Contributing to LEED-CI V2.0\*

MR 4.1 Recycled Content 10%  
(post-consumer + post-industrial)

MR 4.2 Recycled Content 20%  
(post-consumer + post-industrial)

MR 5.1 Local Manufacturing  
IEQ 4.5 Low Emitting Materials

Pilot Credit 80 Environmentally Preferable  
Interior Furnishings

**PRODUCTS**

2G2BT Presentation Stations	Limited Lifetime
A3 Chair Series	10 years
ACE Table	Limited Lifetime
ADL Task Chair	5 years
ARCH Chair	10 years
ATC Sit-2-Stand Frames	Limited Lifetime Structure / 1 year control boxes and gas lift mechanism
Axil Power / Data Unit / SIT	1 year
BAY Chair	Limited Lifetime internal frame structure / 10 years Bloom fabric / 3 year Bloom vinyl
BFF Chair Series	10 years / 5 years pneumatic gas lift mechanism
BRB/+ Flip-Top Table Frames	Limited Lifetime Structure / 5 years mechanism
CFA Chairs	Limited Lifetime
Connect	Limited Lifetime
CRE8 Makerspace	5 years
CYA Flip-Top Table Frames	10 years Structure / 5 years mechanism
Divide Markerboards	5 years
DIY Chair Series	10 years
Dropshare Media Sharing Unit	1 year
EDGE Table Series	Limited Lifetime
EGR Storage Cabinets	12 years / one year on white-board EGR storage surfaces / limited lifetime plastic storage bins
ELV8 Sit-2-Stand Frames	Limited Lifetime Structure / 1 year control boxes
F2F Frame Tables	10 years
F2F Post Leg Tables	Limited Lifetime
F4A Freestanding Tables	Limited Lifetime
FFL Chair Series	15 years / 5 years pneumatic gas lift mechanism
FO4 Chair Series	10 years / 5 years pneumatic gas lift mechanism
Freestanding Lateral Files	Limited Lifetime
Freestanding Vertical Files	Limited Lifetime
FYI Markerboards	3 years
GEM Tables	Limited Lifetime
GMAB/2 Chair Series	10 years / 10 years fabric / 3 years vinyls
GR8 Table Frames	Limited Lifetime
GYB Task Chair	5 years
HMU Gaslift Side Tables	Limited Lifetime Structure / 3 year gas lift mechanism
J4F & HHH Stool	15 years structure / 10 years fabric / 3 years vinyl / foam
KIO Tables & Storage	Limited Lifetime Structure, 5 years glides / casters / limited lifetime plastic storage bins
KIT Stool	15 years structure / 3 years fabric
MINI-ME	10 years
Miniport Pop-Up Data Unit	1 year
Mobile Caddy	10 year Structure / 1 year on PVC Doors
Mobile Pedestals	10 year Structure
Moving Parts, ie. Casters	5 years Limited
MSC Chair	10 years
MST Storage Towers	10 years
MUST Table	Limited Lifetime Structure / 3 years mechanisms
OAR Chair Series	Limited Lifetime Structure / 3 years fabric / 5 year pneumatic gas lift mechanism & hillie box
OTM Flip-Top Table Frames	Limited Lifetime Structure / 5 years mechanism
Overhead Storage	Limited Lifetime
PAL Tables	Limited Lifetime
PLZ Chair	Limited Lifetime on Structure
RKR Adjustable Height Stool	10 years fabric / 3 years vinyls / 3 years gas lift mechanism
RT Chair Series	10 years / 10 years fabric / 3 years vinyls
Stand Alone Wire Manager	Limited Lifetime (power components covered under 1 year like other power components)
Stand By Me	Limited Lifetime Structure / 1 year gas lift mechanism
Steat Pad Holder	Limited Lifetime / 5 Year on casters
Steel Bookcases	Limited Lifetime
SHARE, Metal Edge	Limited Lifetime
SHARE, Mitered Edge	10 years
SKIN Markerboards	10 years
SST Stacking Table (Adjustable)	Limited Lifetime Metal Construction
SST Stacking Table (Fixed)	Limited Lifetime Metal Construction
STAR Chairs	10 years
Table Top Worksurfaces	Lifetime
TAB Stacking Chair	Limited Lifetime on Structure
Tackable Privacy Panels	10 years
Tack-boards	10 years
Tambour Door Cabinets	10 years
THX Table Frames	Limited Lifetime
TLC Slim Student Desks	Limited Lifetime
T-UP Sit-2-Stand Series	Limited Lifetime Structure / 1 year control boxes and gas lift mechanism
WDS	15 years base, 5 year laminate shell

**CHAMELEON AND FLEX LOUNGE COLLECTIONS, BAY CHAIR WITH GRADED FABRIC**

Internal Frame Structure	Limited Lifetime
Foam Padding	5 years
Standard Fabrics	3 years
High Abrasion Fabrics (50,000 DR)	5 years
High Performance Fabrics (100,000 DR)	10 years

\*\*BIFMA Standards allow 1" of bow and skew across the width of linear fabrics

\*\*Patterned Fabrics are not guaranteed to line up exactly on Chameleon, Flex, and BAY due to both the nature of patterns and the upholstery process.

Due to the inherent nature of upholstered soft seating, this warranty will not cover

- Fade of fabric, leather or vinyl due to exposure to sunlight, cleaning materials or normal use
- Dye lot variations
- Puddling, wrinkles or natural draping of fabric, vinyl or leather around curves, corners, or irregular surface lines and seats
- Textile properties including but not limited to; pilling, colorfastness, aging, puddling or abrasion
- Pattern matching on textiles with repeat, distinct patterns
- Any damage, wear, or failure due to the use of unapproved replacement components, devices or products used with, on or in the Covered Product

Each textile used in/on MiEN Chameleon, FLEX, and Bay lines is backed by its own manufacturers warranty. For COM fabrics, claims must be made directly with the fabric manufacturer and MiEN is not responsible for any costs for replacements or labor for COM fabric failures. We will, upon request, facilitate the transfer of warranty for any claim to be made with the applicable textile company to the Original End User.



## CALIFORNIA TECHNICAL BULLETIN'S

Momentum, CF Stinson, Mayer, Anzea, Gabriel and approved COM fabrics meet the requirements of California Technical Bulletin 117-2013, section 1. Any new products being introduced from this date forward will be tested to the new test method. Our upholstered products meet the requirements of California Technical Bulletin 133. Any new products being introduced from this date forward have been tested to the flammability test procedure for seating furniture for use in public occupancies.

The above warranty information applies to products shipped after 12/1/2019 and is non-transferable. MiEN promises to repair or replace its products and components according to the warranty time frame for items found by MiEN to be substantially defective in material, workmanship or utility. MiEN will replace with a product of similar function if repair or replacement is not practicable. MiEN will not pay labor costs associated with repairs or replacements. Warranty time frames for products sold begin from the date of shipment and are subject to the following limitations and exclusions:

- Damage caused by a non MiEN carrier
- Normal wear and tear
- Defects caused by improper installation, or improper maintenance of product
- Damage caused by improper use or abusive handling of product, as well as unapproved alterations or modifications to product
- One year warranty on all movable high wear components not mentioned above
- Limited one year warranty on all markerboard finishes, such as Formica -90 , WilsonArt -01, and Panolam -GL finishes
- Variation in color for materials such as paints, laminates, plastics and fabrics occur intrinsically and are not considered to be defects
- Customer's own materials and fabrics that have failed MiEN's internal testings standards are not warranted
- Failure to follow instructions or information on warnings

Except as stated above, MiEN makes no express or implied warranties as to any product and in particular makes no warranty of fitness for any particular product except for use as standard educational and office furniture. No person, agent or dealer is authorized to give any further warranties on behalf of MiEN Company unless such warranty is in writing and signed by an officer of MiEN Company, Inc.

# Warranty Terms & Conditions

## MooreCo Products Limited Lifetime Warranty

MooreCo warrants that your Product is free from defects in materials or workmanship for as long as the original purchaser owns the product or subject to the below schedule. This warranty only applies to Products purchased directly from an authorized MooreCo dealer and is only valid for the original purchaser and for the original installation. The warranty is terminated upon transfer, sale, or modification of the Product.

If a Product is defective in materials or workmanship, MooreCo will replace or repair it at no charge, based on the below schedule. This is your sole and exclusive remedy, and repair or replacement of the Product will be at the sole discretion of MooreCo and is your sole and exclusive remedy for products found by MooreCo to be defective. Shipping charges to the repair facility will be the responsibility of the purchaser, and shipping charges to return the repaired Product to the purchaser will be paid by the purchaser, except for Products returned for repair during the first 30 days after purchase, in which case all shipping charges will be paid by MooreCo. MooreCo will not pay labor costs associated with repairs or replacements. All incidental or consequential damages which may arise, including, but not limited to, lost profits, personal property damage, and third party liabilities are hereby expressly excluded. Likewise, MooreCo will not be responsible for any damage to customer's property caused by incompatibility of the product with customer's flooring and other customer property. This warranty is subject to the limitations, exclusions and other provisions below, and applies to Products purchased after June 1, 2020 which are delivered within the United States of America and the Commonwealth of Canada.

Discontinued products will be replaced with "like product" at MooreCo's discretion. MooreCo will not renew or extend this warranty to a repaired or replaced product. MooreCo will not honor the attempted transfer of this warranty.

Some natural variations occurring in polypropylene material or other natural materials are inherent to their character and are not considered defects. MooreCo does not warrant the colorfastness or matching of colors, grains, or textures of these materials. Customer's Own Material (COM) selected by and used at the request of an original purchaser is not warranted. Our products are intended for interior use—exterior use of them will void the warranty.

MooreCo seating is tested and warranted for users up to 253 lbs. Use above that weight is not tested or warranted and considered misuse and abuse.

Use of "short throw" wall-mounted projectors are only warranted on the Interactive Projector Board (2G5 and 4G5) series and Interactive Projector Board + Whiteboard System (764XX).

Porcelain surfaces may have minor surface imperfections due to the manufacturing process. If these imperfections cannot be seen from 3 feet under diffuse (dead) light and without "searching", they are not covered under warranty. Any surface imperfection from the factory shall erase as with the rest of the surface or will be covered under warranty.

Limitations involving particular Product lines, materials, and components: The particular Product lines, materials and components listed are warranted according to the following schedule from the date of sale:

Products	Warranty
Seating controls, glides, pneumatic cylinders, casters, bushings, folding mechanisms, rocker/wobble bases	1 Year
Clear Plastic / Acrylic	1 Year (Does not cover scratching by user-wear and tear)
PVC and melamine laminate desks, tables, workstations, carts, and other furniture	1 Year
Dry erase laminate table surface	1 Year
Economy soft seating fabric	1 Year
Soft seating fabric	See fabric vendor for specific warranty information
Electrical components	1 Year
The surface of whiteboards and mobile whiteboards with surface of Dura-Rite®	20 Years
The surface of whiteboards and mobile whiteboards with surface of Magne-Rite and tack boards	10 Years
The surface of whiteboards and mobile whiteboards with surface of TuF-Rite™	5 Years
iTeach® and tablet/Chromebook charging carts—with exception of electrical components	12 Years
iTeach® and tablet/Chromebook charging carts—electrical components only	1 Year
Solid wood seats and solid wood table tops	1 Year finish defects and workmanship 10 Years structural against loss of serviceability
Beanies by MooreCo	1 Year seams and zippers (indoor and outdoor)

# Warranty Terms & Conditions

## Warranty Exclusions

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

- Normal wear and tear, which are to be expected over the course of ownership.
- Damage caused by abuse, misuse, neglect, vandalism, accident, modifications, water, or fire.
- Damage caused by the carrier in-transit, which will be handled as claims against the carrier.
- Damage caused during unloading or installation, which will be handled as claims against the installer.
- Modifications or attachments to the Product that are not approved by MooreCo.
- Products that were not installed, used, or maintained in accordance with Product instructions and warnings.
- Products used for rental purposes.
- Adhesive products installed at temperatures below 50°F (10°C).
- Labor and/or materials to remove and replace Products.
- Non-standard or published products.
- Damage caused by environmental issues, including use and/or storage of the Product in facilities subjected to uncontrolled high temperatures.
- Third-party products – MooreCo, to the extent possible, will pass through to the original purchaser (and process claims under) any warranty provided by third-party products supplied to MooreCo.
- Normal aging and wear of fabrics, filling materials, and finishes of soft seating and other upholstered products.

To the extent allowed by law, MooreCo makes no other warranty, either express or implied, including any warranty of merchantability or fitness for a particular purpose. MooreCo will not be liable for any indirect, consequential, or incidental damages. This warranty does not cover consequential damages, loss of time or use, or other incidental damages.

**Notice to Purchasers for Home or Personal Use:** Federal law does not permit the exclusion of certain implied warranties for consumer Products. Therefore, if you are purchasing this Product for home or personal use, the exclusion of implied warranties noted in the above paragraph does not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

To obtain service under this limited warranty, by following the procedures regarding warranty claims outlined below, you can be assured of the best level of service.

Contact MooreCo by phone at 1-800-749-2258 or by mail at 2885 Lorraine Avenue, Temple, Texas 76501 within 30 (thirty) days of discovery of the defect. Be prepared to prove you are the original purchaser of

the Product and provide your model number, description of the Product, and description of the defect. Then provide MooreCo with your name, address, area code, and telephone number.

MooreCo will review all pertinent information regarding the claim, including inspection of the Product if deemed appropriate by MooreCo.

If MooreCo affirms that the Product in question is eligible under the conditions of the limited warranty as stated above, the customer service representative or another representative of MooreCo will determine whether to provide replacement parts, authorize repairs, or replace the Product.

**Products returned to the MooreCo facility without a return authorization will be refused.**



149 Entin Road  
Clifton, New Jersey 07014  
973.594.1100  
973.594.1500 - Fax

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**CLIFTON NJ 07014**  
**ONTARIO CA 91764**  
**MEMPHIS TN 38106**

## Manufacturer's Warranty

National Public Seating® offers the original user a warranty against all manufacturing defects in material and workmanship from date of purchase for ten years\*. If defective, NPS will, at its option, repair or replace the defective product. This warranty does not apply to damage resulting from misuse, abuse or neglect. Excessive swaying back and forth on any banquet stack chair will entirely void the warranty. Authorization for return and / or repairs is required by contacting your dealer. This warranty gives you specific rights, and you may also have other rights which vary by state.

Orders are accepted under the express agreement that under no circumstances will seller be liable for any incidental or consequential damages, or for any other loss, damage or expense of any kind, including loss of profits, arising in connection with the order or with the use or inability to use seller's products furnished under the order. Seller's maximum liability shall not exceed and buyer's remedy is limited to either (i) repair or replacement of the defective part or product, or at seller's option (ii) return of the product and refund of the purchase price. Such remedy shall be the buyer's entire and exclusive remedy.

\*Fifteen years on Mobile Cafeteria Tables

\*One year for Commercialine



## Limited Lifetime Warranty

**Don't Worry.  
We've Got You Covered.**



## Warranty

Offices To Go® warrants its products to be free from defects in material and workmanship subject to the limitations below. This warranty is made by Offices To Go® only to original end-user customers acquiring the product directly from authorized Offices To Go® dealers. The customer's sole remedy under this warranty is limited to repair or replacement at Offices To Go®'s option. Consent from Offices To Go® must be obtained before any warranty work is performed. This warranty shall not apply to any products which must be replaced due to normal wear and tear, negligence, abuse or "accident", shipping damage or product use other than in accordance with written instructions or warnings. It will also not apply when a product has been modified or altered, repaired or refurbished by someone other than Offices To Go®. This warranty does not cover the cost of transportation or labor. Offices To Go® can make no warranty that any of its products are suitable for any particular purpose and can make no other warranties, expressed or implied. In no event shall Offices To Go® be liable in either tort or contract for any loss or direct, special, incidental, consequential or exemplary damages.

This warranty is not valid if the products are used for rental purposes.

Under this warranty, claims must be made within the following periods from the original date of purchase:

- (a) non-moving parts are warranted for five years;
- (b) drawers, slides, leveling glides, locks, and other moving parts are warranted for two years;
- (c) gas cylinders, mechanisms, and other moving parts are warranted for two years;
- (d) upholstery materials and foam are warranted for two years.

Desking and Tables warranty is based on an eight hour, single shift workday. Seating Warranty is based on an eight hour, single shift work day for users weighing up to 250 pounds. NOTE: Select light duty stacking chairs; OTG11696, and OTG11697, are warranted for users weighing up to 200 pounds.

### Exception

Height adjustable bases ([OTGHABASE2](#)) electric motors, controllers and moving parts are warranted for 5 years. Height adjustable base warranty is based on an eight hour, single shift work day and maximum lifting capacity of 220lbs.

## Warranty

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

Product Name / Family	Warranty (in years) (also see limitations and exclusions page)
<b>Mobile, Outdoor &amp; Accessories</b>	
Mobile Folding Tables, Wall Pocket Systems, T-Rex, PHlip™	15 <sup>A</sup>
Recycle & Trash Receptacles, Condiment Centers, Covey – Cluster Seating	5 <sup>B</sup>
Rally™ - power hub and power accessories. - table surface, frame and base. - wood seats/upholstered seats.	1 15 <sup>B</sup> 5
Inspiration™	5
Synergy	5
Getzen	5 <sup>B</sup>
<b>Palmer Hamilton Design</b>	
Cabinetry, Planters, & Crowd Control Products	5 <sup>C</sup>
Art & Décor Products	5 <sup>C</sup>
Window Film	Limited 2 year warranty.
<b>Multipurpose Tables</b>	
Aero, Alloy, Story, Sync, Discovery	5
Conversation	1
RE-LOAD™ - charging hub, charger and battery. - table surface, frame and base.	1 <sup>D</sup> 5 <sup>D</sup>
Tiki	2
<b>Seating</b>	
Chariot™ - Booths, Settees & GoPanels	5
Buddy Bench	5 <sup>B</sup>
Encore - Chairs	5
Hive®, Daisy - Collaborative Lounge	5 also see Hive® Pricer for details
Filo, Kendo, Tiki - Chairs	2
Kurpie - Chairs	1
Method - Chairs	10
Spree - Chairs	5
TimberRidge - Chairs	1
All other metal frame stack chairs	2

Other	
Carts, Booth Movers, Essay	5
Booth Movers	2
Essay – Library Shelving and Circulation Desks	15
SES Cabinet	1
Serving Line Equipment	15 <sup>B</sup>
Serving Line Carts	1
Umbrella	1

**Note:** For <sup>A,B,C,D</sup> and other details, see limitations and exclusions page as it is an integral part of our Warranty Policy.

## Warranty Terms, Conditions, Limitations and Exclusions

### General Exclusions/Limitations:

- Any frame leg and/or foot glide, bumper, threaded leveling glide, or endcap contained on or within any of Palmer Hamilton's products sold is considered a normal wear and tear item and not subject to warranties specified in tables on page 1 and 2, whether or not footnoted in table. This includes, but is not exclusive to, any mobile products, chair or stool products, or any HIVE® or DAISY collaborative furniture.
- Customer warrants that Palmer Hamilton products are suitable for use in their environment and this warranty does not cover any additional claims resulting in indirect, consequential, or accidental damages to their environment.
- Warranty periods for products are valid for an intended use environment based on an 8 hour per day, 40 hour per week.

### Mobile, Outdoor & Accessories:

- <sup>A</sup> **T-Rex** – 60" round single flip top table is warrantied for 5 years.
- <sup>B</sup> Products sold in these categories from time to time may include components sourced from independent vendors and, as a matter of course, will reflect the vendor's warranty terms, conditions, and duration. The warranty on these components may be less encompassing than Palmer Hamilton's stated manufacturer's warranty. Claims against these products will be reviewed on a case-by-case basis.
- **Getzen** – 5 Year warranty on thermoplastic elements, and 1 year warranty on powder coated components
  - <sup>B</sup> Products sold in these categories from time to time may include components sourced from independent vendors and, as a matter of course, will reflect the vendor's warranty terms, conditions, and duration. The warranty on these components may be less encompassing than Palmer Hamilton's stated manufacturer's warranty. Claims against these products will be reviewed on a case-by-case basis.

### Palmer Hamilton Design:

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

### Multipurpose Tables:

- **Alloy** – Cast bases and columns are warrantied for 5 years. Indoor particleboard and MDF core tops have a 5 year warranty. Indoor/outdoor composite tops have a 3 year limited warranty.
- <sup>D</sup> **RE-LOAD™** – See RE-LOAD™ Operations Manual for details.

### Seating:

- **Chariot™ Booth** – Frame and fiberglass units are warrantied for 5 years. For fabric upholstered seats or seat backs, only the warranty offered by the original fabric manufacturer applies. COM or COL fabrics supplied by the customer are not warrantied by Palmer Hamilton.
- **Encore** Chairs – 5 year structural warranty. For upholstered seats or seat backs, only the warranty offered by the original fabric manufacturer applies. Does not include wear items (glides, finishes and upholstery).
- **Spree** Chairs – Upholstery treatments and fabrics are subject to warranties offered by the respective fabric manufacturer.

- **Daisy** - Frame and structure are warranted for 5 years. For upholstered fabrics, only the warranty offered by the original fabric manufacturer applies. COM or COL fabrics supplied by the customer are not warranted by Palmer Hamilton.
- **Hive®** – Because of the extremely custom nature of this product line, please see the Hive® Pricer for coverage limits and exclusions.

Other:

- **Carts** – Warranty is 5 years for structure and workmanship and 1 year for casters. Carts include the RE-LOAD™ Battery cart, Sync table cart, Aero table cart, Kendo chair cart, Filo chair cart, and Encore chair cart.
- **Booth Movers** – Warranty is 2 years. Product is used for fixed frame Chariot™ booths.
- **Essay** – This warranty does not cover ordinary wear and tear or problems caused by abusive or abnormal use, modification or alteration, improper assembly/installation, failures resulting from inadequate inspection and maintenance, accident, vandalism, or freights damage. Any incidental or consequential damages, including by not limited to business losses, personal property damage and third party liabilities are hereby expressly excluded.
- **Serving Line Equipment** – Warranty is 15 years for structural frame and boards only. Cold and heat wells, sneeze guards, traffic rails, and electrical components have a 1 year limited warranty.
  - <sup>B</sup> Products sold in these categories from time to time may include components sourced from independent vendors and, as a matter of course, will reflect the vendor's warranty terms, conditions, and duration. The warranty on these components may be less encompassing than Palmer Hamilton's stated manufacturer's warranty. Claims against these products will be reviewed on a case-by-case basis.
- **Serving Line Carts** – Warranty is 1 year.
  - <sup>B</sup> Products sold in these categories from time to time may include components sourced from independent vendors and, as a matter of course, will reflect the vendor's warranty terms, conditions, and duration. The warranty on these components may be less encompassing than Palmer Hamilton's stated manufacturer's warranty. Claims against these products will be reviewed on a case-by-case basis.
- **Umbrellas** – All commercial models are protected by a 1 year manufacturer's warranty against defects and the fiberglass ribs are protected against defects for 3 years. Manufacturer offers a 5 year warranty against fade and the stitching is protected with a 1 year warranty against defects.

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



## **WARRANTY**

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

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

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

### **LIMITATIONS: USE/CARE**

- Warranty is limited to normal single shift use
- Warranty is limited to generally accepted care and maintenance of laminates, hardwoods, textiles, and whiteboard writing surfaces and are dictated by the materials manufacturer and passed on accordingly
- Laminate, whiteboard, and hardwood surfaces are subject to denting, scratching, bowing, staining, and/or gauging as a result of normal use (‘usual wear and tear’)
- Laminate, whiteboard, and hardwood surfaces are subject to scratches caused by abrasion, metal, and/or sharp objects
- Laminate, whiteboard, and hardwood surfaces are subject to discoloration, staining, and/or breakdown of material if exposed to heat or chemicals
- Soft seating foam is subject to softening and/or flattening as a result of normal use and/or aging

### **LIMITATIONS: MATERIALS/COMPONENTS**

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

- Whiteboard and hardwood materials – Dictated by the material manufacturer
- Textiles – Dictated by the textile manufacturer
- Electronics that include, but not limited to televisions, and sharing switches – Dictated by the electronic manufacturer

## **WARRANTY EXCLUSIONS**

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

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

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

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

## **VARIATIONS FROM WEB IMAGES, SAMPLES, OR PRINTED LITERATURE**

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

## **MAKING WARRANTY CLAIMS**

Follow these procedures to process warranty issues:

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

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

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

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

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

## **CHANGE ORDERS & CANCELLATION POLICY**

Paragon Furniture custom-builds products per customer's specifications. As such, changes or cancellations of orders must be per-approved by Paragon Furniture and be presented to Paragon® no less than 14 business days prior to delivery. Change or cancellation requests made less than 14 business days prior to delivery will not be granted. Authorized returns will be subject to a thirty percent (30%) cancellation/change fee, plus any freight charges incurred. Products that have been unpacked, assembled and/or used will not be authorized for return.

## **PRODUCT RETURNS**

Products produced by Paragon Furniture, Inc. to customer specification will not be accepted for return if ordered incorrectly. Paragon® will issue a Return Authorizations at its discretion for products or parts deemed defective. Merchandise received by Paragon Furniture without a valid return authorization will not be accepted by our shipping department. A return authorization can be provided by calling Paragon Customer Care at 800.451.8546.

## **ON-TIME DELIVERY**

No minimum order requirements. The Paragon team provides on-time delivery using a variety of shipping options for your budget.

## **SHIPMENT DELAYS**

If, following Paragon Furniture's acknowledgment of partner's purchase order, partner requests a delay in shipment for any period greater than one (1) day from the scheduled ship date, customer shall be responsible for the payment of the following storage fees: Orders less than a full trailer (11 pallets or 24 feet or less): \$5.00 per day per pallet. Full trailer: \$60.00 per day per trailer. Any long-term storage (i.e. storage outside standard shipping and installation storage) must be climate controlled. Temperature must range between 60 - 80 degrees Fahrenheit and humidity must be controlled between 45 and 65 percent relative humidity.



## **Statement of Warranty**

Products manufactured by SAFFE Furniture Corp are warranted to be free of defects in material and workmanship under normal use for the lifetime of the product. Product must be properly cared for, maintained and in use by its original owner. Under the warranty, the obligation of SAFFE Furniture is limited to the repair or replacement of such furniture. Damage in transit or by negligence, abuse, abnormal usage, misuse, accidents or alterations nullifies the warranty.

As Buyer's sole remedy under this warranty, SAFFE Furniture at its option, will repair or replace damaged parts at no charge to the original owner of record provided the replacement or return has previously been authorized by SAFFE Furniture Corp under terms of this warranty. It is expressly agreed that this remedy of repair, replacement or credit, at SAFFE Furniture Corp's option, is Buyer's exclusive remedy under this warranty. In no event shall Seller be liable for consequential damages

# LIMITED LIFETIME WARRANTY

The warranty information below is effective on all Scholar Craft products for orders manufactured after June 1, 2016. For warranty information concerning orders placed prior to June 1, 2016, please refer to the warranty information contained in the published price list of the corresponding year. For additional information relating to warranty, please contact your Customer Service Representative.

## Effective June 1, 2016

Scholar Craft warrants to the original purchaser that its products are free from defects in material and workmanship under normal classroom use for as long as the life of the product, except as set forth below.

During the warranty period, Scholar Craft will replace, or at its option, repair locally, repair at its factory, any Scholar Craft brand product manufactured after June 1, 2016 that, upon inspection by Scholar Craft, is determined to be defective in material or workmanship.

This warranty is subject to the following provisions:

Some natural variations occurring in polypropylene material or other natural materials are inherent to their character and are not considered defects. Scholar Craft does not warrant the colorfastness or matching of colors, grains, or textures of these materials. Customer's Own Material (COM) selected by and used at the request of an original purchaser is not warranted.

Our products are intended for interior use — exterior use of them will void the warranty. **The materials and components listed as follows are covered from the date of sale according to the following:**

Seating controls, glides, pneumatic cylinders, casters – 3 years.

**This warranty does not apply to:**

- Normal wear and tear
- Damage from environmental factors
- Damage from sharp objects
- Damage from accident, alteration, misuse, or improper installation or maintenance
- Modifications or attachments to the product not approved by Scholar Craft
- Products used for rental purposes
- Damage caused by the carrier in-transit, which is handled under separate terms
- Third-party products – Scholar Craft, to the extent possible, will pass through to the original purchaser (and process claims under any warranty provided by third-party products supplied to Scholar Craft.
- All warranty claims are to be made in writing by the original purchaser. The original purchaser may be required to produce the invoice or other evidence to establish that a claim is within the warranty period.

To the extent allowed by law, Scholar Craft makes no other warranty, either expressed or implied, including any warranty or merchantability or fitness for a particular purpose. Scholar Craft is not liable for any consequential or incidental damages. This warranty contains the original purchaser's exclusive remedy.

**Your Scholar Craft Dealer is our mutual partner in supporting your warranty requests. To obtain service under this warranty, please contact your Scholar Craft Dealer.**





## Warranty Info

S.P Richards Company provides a limited warranty for products it distributes under the Lorell® brand name. This Limited warranty only applies to Lorell® branded products. This limited warranty is extended to the original end-user acquiring the product from an authorized S.P. Richards Company dealer or distributor. The purchaser's remedy is limited to replacement parts or replacement of the unit at the discretion of S.P. Richards Company and is subject to the provisions below. This limited warranty applies to products purchased after January 1, 2012. The length of your warranty depends on the product you purchase.

### Limited 5-Year Warranty for Most Products

S.P. Richards Company warrants products it distributes under the Lorell® brand name to be free from defects in material and workmanship for a period of five (5) years from the date of original purchase unless a shorter or longer warranty period is provided below.

### Limited 2-Year Warranty for Fabric Components

S.P Richards Company warrants upholstery fabric on chairs it distributes under the Lorell® brand name for a period of two (2) years from the date of original purchase.

### Limited 1-Year Warranty for Accessories, Clocks, Heaters and Fans

S.P Richards Company warrants desk accessories, clocks, heaters and fans it distributes under the Lorell® brand name for a period of one (1) year from the date of original purchase.

### Limited Lifetime Warranty for Vinyl Chairmats, Metal Filing Cabinets and Metal Mobile Pedestals

S.P Richards Company warrants vinyl chairmats (bamboo chairmats are covered for five years), metal lateral file cabinets, metal vertical file cabinets manufactured after January 1, 2010, and metal mobile pedestals manufactured after January 1, 2012, it distributes under the Lorell® brand name to be free from defects in material and workmanship for as long as the original purchaser owns and possesses the product.

## Limited Warranty Terms and Conditions

### Exclusions:

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

- Defects or damage due to accident, abuse, misuse, unauthorized repair, extreme environmental condition or failure to use products for the purpose and under conditions for which they were intended
- Variations in color, color-fastness, or texture of materials.
- Normal wear and tear attributable to use of the Products.

- Products not installed or used in compliance with S.P. Richards Company's instruction or warnings, including care and cleaning instructions.
- Damage attributable to accessories, attachments, modifications, installations or alterations not authorized or improperly performed.
- Damage resulting from shipment or handling.
- Products used for rental purposes.
- Acts of God, such as hurricanes or floods.

## Seating Usage:

Normal commercial use for seating is identified as the equivalent of a single shift, forty (40) hour work week and not to exceed a maximum weight limitation of 250lbs. To the extent that a seating product is used in a manner exceeding this time period, the applicable warranty period will be reduced in a pro-rata manner.

## Chairmat Usage:

Usage that is inappropriate for the chairmat purchased, such as; purchasing a mat that is too thin for the application, will automatically void the limited lifetime warranty.

Chairmat color is not covered by this limited lifetime warranty. The use of metal chair casters or casters with surface contact of less than one inch in width or use on painted or varnished surfaces voids this warranty.

A word about color variations, fabrics and finishes:Some natural variations occurring in wood, leather or other natural materials are inherent to their character, and cannot be avoided. Therefore, they are not considered defects.S.P. Richards Company does not warrant the color-fastness or matching of colors, grains or textures of such materials. Customer's own materials (COM) selected by and used at the request of a user are not warranted.

## Important Warranty Limitations:

THIS LIMITED WARRANTY IS LIMITED TO YOUR PURCHASE COST OF THE PRODUCT. TO THE EXTENT ALLOWED BY LAW, S.P. RICHARDS COMPANY MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. S.P. RICHARDS COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

Notice to purchasers for home or personal use:Federal law does not permit the exclusion of certain implied warranties for consumer products. Therefore, if you are purchasing this product for home or personal use, the exclusion of implied warranties noted in the above paragraph does not apply to you, but the implied warranty is limited to 5 years. Some states do not allow the exclusion or limitation of incidental or consequential damages, or a limitation on how long an implied warranty lasts, so the above limitation or exclusions may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

This warranty applies only to product sold within the United States of America.

## To obtain service under this limited warranty:



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

1. Contact the Lorell® dealer from whom the product was purchased or contact the S.P. Richards Company (888-295-5839) within 30 days of discovery of the defect. Be prepared to affirm you are the original purchaser of the product and to provide proof of purchase for the product in question.
2. Your Lorell® dealer or S.P. Richards Company representative will gather all pertinent information regarding the claim, inspect the product and contact S.P. Richards Company customer service desk. (Please allow a reasonable amount of time for inspection and review of your claim.)
3. If S.P. Richards Company affirms that the product in question is eligible under the conditions of this limited warranty as stated above, the customer service representative or another representative of the company will determine whether to provide replacement parts, authorize repairs or replace the product.

All shipping costs of defective Products to S.P. Richards Company or its distributors,

*dealers or contractors are the responsibility of the original purchaser. If the Product returned is found to be covered by this Limited Warranty, return shipping charges for products or components under warranty will be paid by S.P. Richards Company.*

## Contact Information:

- S.P. Richards Company Global Sourcing  
Department
- 4300 Wildwood Parkway
- Atlanta, GA 30339
- Email: [Support@sprwarranty.com](mailto:Support@sprwarranty.com)
- Phone: 888-295-5839



## TENJAM LIMITED WARRANTY

Published May 2020

One-Piece Hard Plastic Seating = 5 Year Limited Warranty  
Tables = 3 Year Limited Warranty  
Plastic Seating With Metal Frames = 3 Year Limited Warranty  
Flexible Plastic Seating (a.k.a. DuraFLEX Series) = 3 Year Limited Warranty  
Waterproof Cushions = 1 Year Limited Warranty

Tenjam warranty is limited to defects in materials or workmanship. In the event of a warranty claim, Tenjam will determine acceptance, approval, and the appropriate remedy for repair, replacement, or prorated refund. Such repair, replacement, or prorated refund is the exclusive remedy available from Tenjam, and Tenjam is not responsible for damages of any kind in contract or in tort, including incidental and consequential damages resulting from any breach of warranty. In the event of a prorated refund only the purchase cost, excluding shipping, will be used when determining the refund amount. The Tenjam sell price of a product would be divided by the number of days in the warranty period. The unused portion of the product sell price within the remaining warranty period would be refunded. In no event shall Tenjam be liable for damages, including injury, or damages resulting from improper use or maintenance of the product. Except for the express warranties described herein, Tenjam specifically disclaims and excludes any and all express and implied warranties with regard to its goods and services, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Proof of purchase by the Original Purchaser is necessary for all warranty claims.

The Tenjam warranty shall not be enlarged in scope or extended in duration and no obligation or liability shall arise by Tenjam's repair, replacement, or prorated refund. Repairs and replacements will not extend the original product warranty term. Tenjam will pay freight costs for any approved warranty only within the first year and only within the contiguous U.S.A. Warranty excludes replacement parts like casters, rubber legs, & plastic glides that are designed to wear.

**Actions that void this warranty and conditions not covered by this warranty include, but are not limited to, the following:** Color fading; Damage including, but not limited to, punctures, cuts, markings, stains, scratches, nicks, and damaged caused by sharp and foreign objects; Standing or jumping on the product; Using products as a floatation device; Abnormal use, neglect, abuse, accident, vandalism, use of the products other than for the intended purpose of casual furniture, and acts of nature and God; Alterations to the products original shape, size, or color; Cleaning with non-approved cleaners or disinfectants; Exposure to temperatures greater than 140 degrees Fahrenheit or less than -15 degrees Fahrenheit; Exposure to any load exceeding the published load capacity for each individual product. Visible wear and dulling of the finish due to high traffic use is expected and not defective.

To the extent permitted by Law, the parties hereby agree to waive any provision of Law that conflicts with any provision hereof or renders any provision hereof ineffective or unenforceable in any respect.

If you have any questions or needs pertaining to our warranty, please call us at: 1-855-4-TENJAM or email us at [CustomerCare@tenjam.com](mailto:CustomerCare@tenjam.com)

## **UPlay Today™ Warranty**

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

### **TEN-YEAR LIMITED WARRANTY ON UPRIGHT POSTS**

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

### **FIVE-YEAR LIMITED WARRANTY ON METAL PARTS**

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

### **FIVE-YEAR LIMITED WARRANTY ON GROUND-MOUNT METAL PARTS**

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

### **THREE-YEAR LIMITED WARRANTY ON PLASTIC PARTS**

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

### **ONE-YEAR LIMITED WARRANTY ON HARDWARE**

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

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

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

### **ONE-YEAR LIMITED WARRANTY ON SPRING RIDER METAL PARTS**

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

### **ONE-YEAR LIMITED WARRANTY ON STRAP AND TOT SEAT**

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

## LIMITED WARRANTY ON SITE FURNISHINGS

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

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

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

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

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

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

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

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

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

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

Date of Purchase: \_\_\_\_\_

Purchaser: \_\_\_\_\_

UltraPlay Invoice Number: \_\_\_\_\_

\_\_\_\_\_  
Authorized UltraPlay Signature

\_\_\_\_\_  
Title

Visit UltraPlay on the web at [www.ultraplay.com](http://www.ultraplay.com) & [www.uplaytoday.com](http://www.uplaytoday.com)





## **WARRANTY**

UltraSite provides a limited warranty on site furnishing products. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. The warranty covers the life of the product as defined below and covers the product under normal use, proper maintenance and at original installation location; see exclusions.

Damages or loss in transit is the responsibility of the carrier, whether visible or concealed. It is the responsibility of the recipient to assure that the order is received complete. Before signing the delivery receipt, inspect the shipment immediately and completely. Note any damages or shortages on the bill of lading. Damage reports must be filed within five (5) days. UltraSite is NOT responsible for damages or loss in transit. Title to all goods passes to the customer at the time of shipment. UltraSite will assist in filing claims if the freight arrangements were made by UltraSite at your request.

## **THERMOPLASTIC and POWDER COATED PRODUCTS**

UltraSite provides a seven (7) year limited warranty on thermoplastic coated elements and a three (3) year limited warranty on powder coated elements. Powder coated products from the Premium Collection carry a five (5) year limited warranty. UltraSite guarantees all items for one (1) full year to be free of defects in workmanship or materials when installed and maintained properly. We agree to repair or replace, any items determined to be defective. Items specifically not covered by this warranty include vandalism, man-made or natural disasters, lack of maintenance, normal weathering or wear and tear due to public abuse.

## **LIFETIME LIMITED WARRANTY ON HARDWARE**

UltraSite provides a lifetime limited warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one (1) year limited warranty on hardware against rust; see exclusions. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

## **RECYCLED PLASTIC LUMBER PRODUCTS**

UltraSite provides a ten (10) year limited warranty on recycled plastic lumber products in normal applications against rotting, splintering, decay or structural damage directly from



termites or fungal decay that causes the product to become structurally unfit for its intended use; see exclusions.

UltraSite guarantees all materials and workmanship for ten (10) years on any product made completely from our 100% Recycled Plastic. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

### **IPE WOOD, RED STAINED WOOD, PRESSURE TREATED WOOD AND UNTREATED WOOD**

UltraSite provides a one (1) year limited warranty on IPE wood redwood and pressure-treated wood products against damage by decay or termites that causes the wood to become structurally unfit for its intended use.

### **LIMITED WARRANTY ON WATER FOUNTAINS AND DOG FOUNTAINS**

UltraSite provides a one (1) year limited warranty on all the water fountains and the related components.

### **ULTRASHADE STRUCTURES**

UltraShade warrants that the shade structure sold will be free from defects in materials under intended use for a period of ten (10) years from the date of delivery for fabric, for a period of twenty (20) years from the date of delivery on the steel structure with limited five (5) years warranty of powder coat and limited one (1) year warranty on all the moving parts. UltraShade and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShade.

This warranty is in effect only if the structure has been assembled and installed in accordance with the UltraShade's installation drawings, and has been subjected only to normal intended use and exposure.

Some field drilling may be necessary and is considered a normal part of construction and will not be subject to rejection or cause for void of warranty.

UltraShade shall not be responsible for delays due to missing, stolen or non-conforming parts. Any rework/retrofit of non-conforming part must be authorized by UltraShade.

This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance, misapplication, service or modification by someone other than UltraShade, authorized dealers, or authorized installers.

This limited warrant excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer.

**Shade fabrics** carry a ten (10) year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration, with the exception of Red and Yellow, which carry a



two (2) year limited warranty. Should the fabric need to be replaced under the warranty, UltraShade will manufacture and ship a new fabric at no charge for the first six (6) years, thereafter pro-rated over the last four (4) years.

This warranty shall be void if damage to the fabric is caused by contact with chemical, misuse, vandalism, any Act of God (i.e. Hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind more than the applicable building code parameters. Fabric tops are warranted for wind/gusts up to 90mph and prior to snow or ice accumulation. The fabric tops must be removed should a hurricane warning be issued.

The warranty will be voided if any modification or attachment is made to the rafter(s). The fabric will wear/tear should any object be placed between the rafter and fabric, voiding the warranty.

The warranty will only be applicable to the repair or replacement of defective materials. UltraShade reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color.

UltraShade does not warrant any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric color.

The limited warranty excludes abnormal conditions, contingent liability, cosmetic defects such as scratches, dents, marring, stripping, peeling, or fading; damage due to incorrect installation, vandalism, misuse, accident wear and tear from normal use; exposure to extreme weather, immersion in salt or chlorine water, damage due to sand, salt spray, or other abrasive and corrosive material; unauthorized repair or modification, abnormal use, or lack of maintenance. The warranty does not cover damages due to fire, cuts, vandalism misuse, "acts of God" such as hail, flooding, lightning, tornadoes, sand storms, shifts of terrain, earthquakes, mudslides, and windstorms loads in excess of the applicable building code.

UltraShade does not warrant product for defects caused by erection, harsh site conditions, lack of maintenance, and/or other conditions beyond UltraShade's control. UltraShade will not be held responsible for any materials that were not properly stored prior to installation. UltraShade reserves the right to void the limited warranty if it not installed per the installation instructions and/or unauthorized modifications.

All labor for the removal, assembly and/or freight will be for the customer's account and the warranty will only be applicable to the repair or replacement of the defective material.



In the event of a claim of defect in materials, UltraShade shall be placed on notice of defect in writing, delivered to UltraShade at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShade will determine whether to repair or to replace defective materials. UltraShade, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shade installation.

## **ULTRASHELTER**

UltraShelter warrants that the shelter sold will be free from defects in materials under intended use and offers a ten (10) year limited warranty on structural steel frames against failure due to rust-through corrosion under normal environmental conditions, five (5) years warranty of powder coat and limited one (1) year warranty on all the moving parts. UltraShelter and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShelter for the first six years, thereafter pro-rated at 18% per annum over the last four years.

This warranty is in effect only if the structure has been assembled and installed in accordance with UltraShelter's installation drawings and has been subjected only to normal intended use and exposure.

Some retro-fitting and field cutting may be necessary and is considered a normal part of construction and will not be subject to rejection or cause for void of warranty.

Pre-finished metal roof surfaces, performance shall be the responsibility of the metal finisher. UltraShelter assumes no warranties regarding finish durability.

UltraShelter shall not be responsible for delays due to missing, stolen, or non-conforming parts. Any rework/retro-fit of non-conforming parts must be authorized by UltraShelter.

This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance or lack of maintenance, misapplication, service, or modification by someone other than UltraShelter, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer.

In the event of a claim of defect in materials, UltraShelter shall be placed on notice of defect in writing, delivered to UltraShelter at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShelter will determine whether to repair or to replace defective materials. UltraShelter, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shelter installation.





## **ActionFit PRODUCTS**

UltraSite offers a ten (10) year limited warranty on Steel posts, stainless steel posts, welds, bars and metal accessories excluding cycle and moving parts, and cosmetic damage or defects.

Five (5) year limited warranty on stainless damper module and aluminum cycle cover, with the exclusion of cosmetic damage or defects. A two (2) year limited warranty on bearings, damper, plastics, rubber parts, and some cycle parts including pedal and shaft, with the exclusion of cosmetic damage or defects. One (1) year limited warranty on the rib belt of cycle, with the exclusion of cosmetic damage or defects.

## **ALL OTHER PRODUCTS**

UltraSite offers a one (1) year limited warranty on all other products.

For the purpose of this warranty, *lifetime* encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

## **EXCLUSIONS**

UltraSite excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

The warranty excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

## **CANCELLATIONS AND RETURNS**

Cancellations are only accepted with approval of UltraSite. No merchandise shall be returned without a Return Goods Authorization number which is issued by customer service. Any authorized merchandise must be carefully packed and received in saleable condition. A restocking charge of up to 25% will be applied to all returned goods when the error is not the fault of UltraSite. All returns must be shipped freight prepaid.



**UltraSite**  
1675 Locust St.  
Red Bud, IL 62278  
800.458.5872

## Claim Procedure

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

UltraSite Customer Service  
1675 Locust St.  
Red Bud, IL 62278  
800.458.5872

Within 60 days of notice of claim under warranty, UltraSite will make arrangements to replace the damaged product. UltraSite will cover freight costs within the continental United States. UltraSite is not responsible for freight costs associated with products located outside the continental United States. UltraSite reserves the right to inspect all products identified as damaged.

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

*Date of Purchase:* \_\_\_\_\_

*Purchaser:* \_\_\_\_\_

*UltraSite Invoice Number:* \_\_\_\_\_

\_\_\_\_\_  
*Authorized UltraSite Signature*

\_\_\_\_\_  
*Title*

See UltraSite on the web at [www.ultra-site.com](http://www.ultra-site.com)

## **NatureROCKS® LIMITED WARRANTY**

UltraPlay warrants to the original purchaser that the structure of NatureROCKS purchased directly from UltraPlay, or authorized partners, will be free from defects in materials and workmanship at the time of delivery and for a period of five (5) years thereafter, normal wear and tear excepted. With respect to the painted surface of NatureROCKS, UltraPlay warrants to the original purchaser that the painted surface will be free of defects in material and workmanship at the time of delivery and for a period of one (1) year thereafter, normal wear and tear excepted. This warranty does not cover minor, routine surface cracking which is a normal part of the GFRC curing process. Should NatureROCKS purchased from UltraPlay, or authorized partners, fail to conform to this warranty during the warranty period, UltraPlay will, at its option, repair or replace the faulty unit(s) at no additional charge. This limited warranty does not include service to repair damage to NatureROCKS purchased from UltraPlay, or authorized partners, resulting from a cause other than defect or malfunction, including neglect, accident, vandalism, improper installation, unreasonable use or servicing or modification by anyone other than UltraPlay.

EXCEPT AS SET FORTH ABOVE, ALL PRODUCTS PURCHASED FROM ULTRAPLAY ARE SOLD "AS IS." ULTRAPLAY MAKES NO WARRANTIES EXPRESSED OR IMPLIED HEREUNDER AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Warranty service may be obtained by contacting UltraPlay in writing at the address shown below within one or five years of original purchase and providing proof of purchase date. You, the original purchaser, agree to pay the cost for UltraPlay to ascertain that damages have occurred. For further information, contact:

**UltraPlay**  
**1675 Locust St, Red Bud ,IL 62278**  
**Phone: (888) 403-7684**

All warranties on NatureROCKS purchased from UltraPlay, or authorized partners, are limited to one or five years from the date of purchase, as outlined above.

Any modifications or changes to UltraPlay's NatureROCKS, without UltraPlay's express written approval, will void this warranty.

If this product does not conform with the warranties given as stated above, your remedy is to have the unit repaired or replaced as provided above. In no event will UltraPlay be liable for any loss or damage, including damages of any kind arising out of the use of or inability to use this product, for incidental or consequential damages, or for any claim by anyone other than you, the original purchaser.

Some states do not allow limitations on warranties and do not allow the exclusion or limitation of incidental or consequential damages, so any such limitation or exclusion may not apply to you. This warranty gives you specific legal rights which may vary from state to state.

Purchasing Entity: \_\_\_\_\_

Purchase Date: \_\_\_\_\_

\* Keep this document for your records and proof of warranty.

## **WB Manufacturing's Promise**

WB Manufacturing warrants that its products shall be free of substantial defects in original material and workmanship based on specifications from the date of delivery to the extent detailed herein. **WB Manufacturing promises to repair or replace any WB Manufacturing brand product or component that is defective in material or workmanship under normal use for as long as the End User owns it.** This is the sole and exclusive remedy for WB Manufacturing products to be found defective. This warranty applies to WB Manufacturing products from the date of delivery to the End User and is non-transferable but is subject to limitations, exclusions or other provisions detailed below. End User implies the final purchasing entity acquiring the product from a WB Manufacturing Authorized Dealer for the purchaser's use and not for resale, remarketing or distribution.

## **WB Manufacturing Limited Lifetime Warranty Terms**

### **Limited Lifetime Warranty**

WB Manufacturing warrants that its laminate furniture, Book Nook Products, CaseworkUSA® Storage, REplay® Laminate Lockers & Cubbies, REplay® Storage Cabinets, Rhapsody® Music Storage, Storage Solutions, Synergy Products, World Famous Lockers, and its steel frame products, specifically our desks, tables, chairs, and stools shall be free of substantial defects in original material and workmanship from the date of delivery. This warranty is subject to the limitations and exclusions indicated below. Additionally, WB Manufacturing warrants that all laminate furniture products are to be compliant with Custom Grade or better, as defined in AWI Standards, Eighth Edition, Revision 2, unless contract documents indicate otherwise.

### **12 Year Warranty**

WB Manufacturing warrants that its laminate tops, butcher block tops, phenolic tops, epoxy tops, stainless steel tops, high wear, and moveable parts (ie: casters, glides, etc.) shall be free of substantial defects in original material and workmanship for twelve (12) years from the date of delivery.

### **5 Year Warranty**

WB Manufacturing warrants that all pneumatic bases and bases with flip mechanisms are free of substantial defects in original materials and workmanship for five (5) years from the date of delivery. Fomcore products are also warranted to be free of defects in material and workmanship under normal use of the product for five (5) years. Product must be properly cared for, maintained and in use by its original owner. Damage in transit or by negligence, abuse, abnormal usage, misuse, accidents, or alterations nullifies the warranty.

### **1 Year Warranty**

WB Manufacturing warrants that all electrical components, dry erase markerboard surfaces and HangOut Stools are free of substantial defects in original materials and workmanship for one (1) year from the date of delivery.

## **WB Manufacturing Warranty Exclusions and Limitations**

### **Exclusions**

**This warranty does not apply, and no other warranty applies to the following:**

- Abnormal defects caused by abuse or unruly use, modification, or alteration of the product.
- Any damage caused in transit by the carrier. WB Manufacturing will handle this with separate terms.
- Ordinary wear and tear (including but not limited to, scratching of laminate, phenolic, epoxy and butcher block tops, and ghosting on dry-erase markerboard) involving primary furniture surfaces, which are to be expected over the course of ownership.
- Products installed, used, or maintained without following product specifications, assembly instructions or WB Manufacturing recommendations and warnings.
- Any intentional modifications or attachments to the product that were not designed or approved by WB Manufacturing.
- Product exposure to water or dense humidity.

### **Warranty Limitations**

This warranty is provided only to the initial purchaser, is non-transferable and is valid strictly for as long as the product is owned by the original customer. To be protected under this warranty, all products must be stored in areas of controlled temperature and humidity, and periodic regular scheduled maintenance must be performed. Cleaning of the high pressure laminate should be done by warm water and a non-abrasive cleaner. Abrasive materials should not be used for cleaning.

This warranty does not cover improper assembly/installation, failure as a result of inadequate inspection and maintenance, accident, vandalism or freight damage. Any incidental or consequential damages, including but not limited to business losses, personal property damage, and third party liabilities are hereby expressly excluded.

WB Manufacturing shall repair or replace, at its discretion, any portion of the product which proves to be defective under the terms of this warranty. Freight and installation costs are not included. WB Manufacturing may elect to substitute a reasonably comparable product, or a cash refund of the original purchase price (less reasonable depreciation) in the event the original warranted product is no longer manufactured at the time the warranty is exercised.

WB Manufacturing products are not recommended or warranted for outdoor use. Some natural color variations occurring in plastics, laminates, paints, or other natural materials are inherent to their character and cannot be avoided. WB Manufacturing does not consider these as defects. In addition, color-fastness or matching of colors, grains or textures of such materials are not warranted. Materials used at the request of a user or provided by customer is not warranted. There are no implied warranties of fitness or merchantability, and there are no other express warranties beyond the warranties expressed here.



**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.

## Return Policy

- Return policies will be determined by each manufacturer.
- Before you send a shipment back to a manufacturer, please contact [info@learningenvironments.com](mailto:info@learningenvironments.com) to obtain a Return Authorization Number (RA#). You may call toll free at (800) 583-1575 between the hours of 7AM and 4PM CST Monday-Friday.
- Please have ready your reason for return, PO#, Invoice #, and any serial numbers, if applicable.
- Merchandise will not be accepted if product is returned without an RA# on the outside of the box.
- Items you are returning should already be indicated as part of the RA. Please do not include additional merchandise that has not already been indicated as a return request. If you need to return additional merchandise, you will need to create another return and obtain a new RA#.
- DO NOT mark the product packaging. Mark the outer carton ONLY.
- All accessories must be included with the return if applicable of credit will not be given.
- The shipping charges for merchandise ordered in error, or any non-defective item, is your responsibility. This includes original shipping charges to ship the product to you.
- If the product is defective, or a Learning Environments error, we will provide a prepaid return label to you.
- Upon receipt of your returned merchandise, we will process the refund and/or process the requested replacement items.
- All items are subject to manufacturer warranty. Some items may require you to contact the manufacturer directly.
- All non-defective items shipped from the manufacturer will be charged a 20-30% restocking fee upon return. Assembled furniture may be non-returnable and will depend on individual manufacturer policies.
- Any items needing to be returned due to shipping damages will need to have been signed for at the time of delivery. Replacing items that did not have this notation on the delivery receipt, will be at the discretion of Learning Environments LLC.

## Freight Policy

Learning Environment's core customer base is the education market, and we understand that schools need to be fiscally responsible. To help our customers, we offer some of the lowest prices in the business. Because we offer low prices, we must add freight charges to the quotes we send to school districts.

All orders are shipped directly from the manufacturer's facilities. UPS or Fedex are used for small parcels and some of the nation's largest, most reliable motor freight carriers for truck shipments. All furniture items (tables, chairs, desks, carts, cabinets, boards, etc.) are examples of items that are shipped via motor freight carriers (aka Truck). These freight charges will be quoted in advance by phone toll free at 800-583-1575 or via email at [info@learningenvironments.com](mailto:info@learningenvironments.com).

We will determine the most economical method for your needs. We will include the freight charges on your quote so you have accurate detail that will assist you in putting together your purchase order to send to Learning Environments LLC.

### Freight Options

**Full Delivery and Installation** – By selecting this pricing option, our professional installers are responsible for the complete product installation (receiving, assembly, room placement, etc.), as well as the removal of all trash including packing materials.

**Truck Tailgate Delivery or Truck to Dock** – This is the most economical method. The driver is responsible to bring the product to the back of the truck trailer. You must have someone available to unload from inside the back of the truck's tailgate into your school or facility. A loading dock will always be the best way. Tailgate delivery does not include inside delivery.

**Truck Lift-Gate Delivery** – Lift-Gate Delivery is a recommended add-on service for facilities that do not have a loading dock, nor can accept tailgate delivery. For large and heavy items, it is required to safely lower products to ground level. The delivery will arrive on a special trailer equipped with a lift-gate. The driver will use the lift-gate to unload the items for you to ground level. From there, you will be responsible for unloading and bringing your merchandise inside your building. Lift-gate delivery does not include inside delivery. Lift-gate delivery is an additional charge if requested.

**Truck Inside Delivery** – Inside delivery is another add-on service for an additional charge. The driver will unload the items from the truck and deliver inside the nearest first floor doorway. The driver will not carry merchandise through the building or up flights of stairs.

*Please note that if the items on the shipment are too heavy or oversized for a dolly or pallet jack, the driver will need assistance.*

### Optional Service

**Notification Before Delivery** – When a shipment is ready for delivery, the trucking company will call you within approximately 24 hours to arrange for a convenient time for the delivery. This service is available if you elect to receive the shipment directly without installation.



## About Learning Environments LLC

Learning Environments LLC specializes in the distribution of customizable furniture and equipment that creates engaging, collaborative, and individual educational environments. We generate learning opportunities in each square foot, of new facilities or pre-existing building renovations by providing functional and aesthetically appealing furniture.

At Learning Environments LLC, students are our focus. The well-being of our nation depends on environments that maximize learning outcomes. Educational furniture that is customizable will give students the opportunity to interact with their space and personalize their learning environments. Those environments will nurture students' individual learning styles to improve their adaptability and prepare them for tomorrow's workforce.

In addition to providing innovative, customizable, and affordable educational furniture and equipment, we offer a no-cost Project Turnkey service to assist our clients meet their needs with Personalized Requirement Evaluation, Design Development & Merchandise Consultation, Project Management & Installation, and Ongoing Assistance.

Learning Environments LLC holds certifications with Texas Historically Underutilized Business (HUB), Woman-Owned Small Business (WOSB), and Women's Business Enterprise (WBE).