

# Ordering and Shipping

## Order Information

### Order Processing

Orders are processed by fax (616-987-9446) or email (orders@enwork.com)

### Acknowledgments

All orders will be acknowledged within 24 hours unless clarification, special engineering, or material sourcing is needed. Orders will be accepted, manufactured and invoiced based upon the information and terms on the acknowledgment. If there is any discrepancy, it is the responsibility of the dealer to notify our Customer Service department immediately at 800-815-7251.

### Quoting Department

- > For any special provisions, requests, or pricing questions, submit an email to quotes@enwork.com and our department will work quickly and efficiently to answer your questions.
- > Quotes are typically turned around within 24-48 hrs.

### Changes and Cancellations

Change or cancellation requests must be made in written form. Orders may not be changed or cancelled without the written consent of Enwork. Per the following guidelines, Enwork may accept changes if an order is in progress and/or material has been ordered.

- > Order is within 7 business days of shipping; Enwork cannot change or cancel without 100% fee.
- > Order is scheduled to ship more than 7 business days from receipt of written request: Dealer will be responsible for any manufacturing costs incurred as well as a \$250 (net) change/restock fee.

### Product Non-Obsolescence Policy

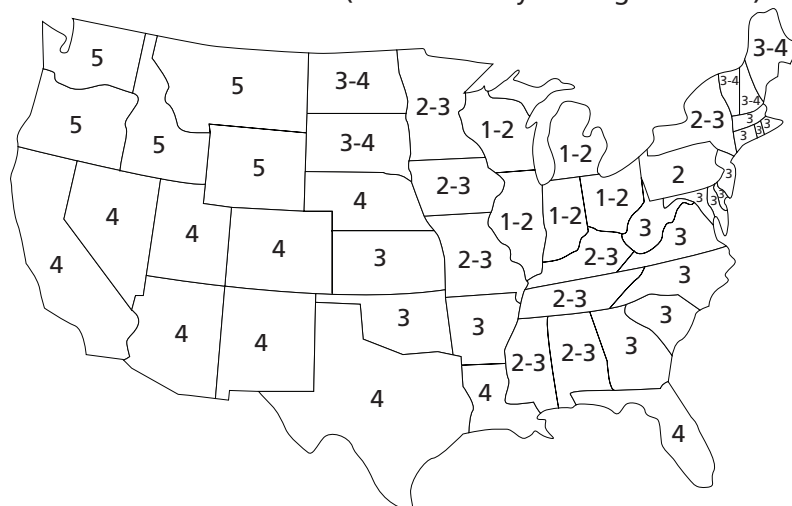
Enwork reserves the right to make changes in product design, or detail, and to discontinue any product or material without notice. Enwork will make a good faith effort to maintain product compatibility within our various generations of product platforms to provide our customers with spaces that adapt to change. Enwork's non-obsolescence policy commits to provide our customers with products of comparable function or operational characteristics for a term equal to the warranty period.

### Shipment of Goods

Enwork ships products in the most efficient manner. Direct shipments and arrival appointments are available upon request for full truck load shipment. These appointments are occasionally delayed by unforeseen circumstances, including traffic, equipment problems, inclement weather, and local limitations for large trailers. For shipments less than a truck load in size, Enwork will work with carriers to try to meet specific delivery date requests. **Enwork does not guarantee arrival times for small orders (less than a truckload (LTL)).** Delivery by appointment (e.g. 9 am) is possible for an upcharge. Most of Enwork's LTL carriers can provide a 2-4 hour window in advance for delivery. Standard deliveries are made Monday through Friday between the hours of 8:00am and 5:00pm. The receiving party is responsible for unloading all freight at time of delivery. If your delivery requires special accommodations not outlined here (e.g. driver assist), please contact Enwork prior to shipment. Accommodations may carry an upcharge.

All tracking information can be found in the Dealer section of [www.enwork.com](http://www.enwork.com). Tracking information isn't available until the day after the products have shipped.

### Transit Time Guide (in business days – not guaranteed)



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## International Shipping

Enwork will drop ship to any US port of embarkation (excluding Alaska & Hawaii) and will not be responsible for any additional packaging required after that point. Products that come standard assembled can be KD upon request. Enwork will provide estimated weight & cube, but the dealer or freight forwarder is responsible for all customs/shipping paperwork as well as marine insurance. Product title transfers at port of embarkation.

## Storage of Completed Orders

Enwork cannot store product beyond the acknowledged ship date. In the event that a customer cannot accept delivery of a finished order, the customer can request that the order is shipped to an alternate address. In the event that no alternate address is provided, Enwork may choose to send the product to a storage facility. The customer will be responsible for charges associated with storage (including transportation to storage) as well as damage or loss risks.

## Freight and Minimum Quantities

- > Product is FOB Enwork freight prepaid in the continental United States. Title passes to dealer when it leaves our dock.
- > Orders less than \$1000 net are assessed a \$100 net freight fee with two exceptions.
  - > A \$30 freight fee per chair or box applies to chair orders of 1-3 units. For orders of 4 or more chairs, a freight fee of \$100 net is applied to orders less than \$1000 net. Refer to the Ordering Information for each chair.
  - > There is no freight fee for orders less than \$100 net that can be sent FedEx (e.g. small legs, brackets and lighting).

## Lead Time

Lead times vary. For current lead times by product category, consult Resources/Dealer Support at [www.enwork.com](http://www.enwork.com).

## Mock-ups

An accelerated lead time is available. Enwork will notify you of the anticipated ship date on your Order Acknowledgment.

## Terms and Conditions

**Exclusive Application of Terms and Conditions.** These terms and conditions apply to all sales and related dealings between you, the customer ("Buyer"), and ASSA Group, Inc., also known as Enwork, a Michigan corporation ("Seller"). No additional or contrary terms, whether contained in an order, acknowledgment, or other document from Buyer, shall be binding upon Seller unless agreed to in writing signed by an authorized officer of Seller, and Seller expressly rejects all such additional or contrary terms as may be contained in Buyer's documents. Seller's performance is conditioned on Buyer's unmodified consent exclusively to these Terms and Conditions. BUYER'S ACCEPTANCE OF ANY TENDER OF DELIVERY CONSTITUTES ACCEPTANCE OF ALL OF THESE TERMS AND CONDITIONS.

**Price, Payment & Delivery.** All prices are those indicated on this document or a separate term sheet incorporated by reference. If pricing is based on Buyer purchasing a certain quantity of goods and Buyer subsequently reduces the quantity purchased, whether by return, cancellation or otherwise, the pricing will be adjusted based on the amount actually purchased. The price and terms of this Agreement are confidential and Buyer shall not disclose them to any person or entity without Seller's written consent, other than to essential personnel. Seller reserves the right at any time to demand payment in advance of shipment. Prices are subject to change at any time without notice. Prices do not include handling or taxes, and Buyer is responsible to pay all taxes of any type or kind regardless of whether collected by Seller. The purchase price is due and payable 30 calendar days from the date of invoice or the date of delivery, whichever is sooner. Seller may refuse to ship where Buyer is in default under this Agreement or any other agreement between the parties. Any payments not timely received by Seller will accrue interest at a rate of 1.5% per month, unless not permitted by law, in which case the interest charge shall be the highest rate permitted by law. In order to ensure payment, and in addition to all security interests granted by operation of law, Buyer grants Seller a security interest in all items sold pursuant to this Agreement and agrees to allow Seller to sign all documents allowing Seller to perfect this security interest. In the event that such items could be deemed to be inventory, Buyer agrees to allow Seller to do all things necessary to perfect its security interest including, but not limited to, notifying existing secured parties and filing a financing statement prior to delivery of the goods. If any payment required under this Agreement is past due, Buyer shall be in default and Seller may exercise all of its legal rights and remedies, including those set forth in Articles 2 and/or 9 of the Uniform Commercial Code. Delivery is F.O.B. Seller's point of shipment. Title passes on Seller's delivery to the carrier. Delivery dates are estimates only, and Seller is not responsible for any delays of any type or kind. Seller may cancel this Agreement without advance notice in the event of Buyer's breach, for failure to give adequate assurances of future performance after Seller's request for such assurances, or for any other reason in Seller's sole discretion. If Buyer terminates this Agreement, it shall only do so on 30 days advanced written notice, and Buyer will remain liable to Seller for all costs, commitments and liabilities incurred by Seller while fulfilling its obligations under this Agreement, including overhead allocated by Seller to such costs and Seller's anticipated profit from this Agreement. If this Agreement is placed in the hands of an attorney for collection of any amounts due, Buyer shall pay all of Seller's actual attorneys fees and costs of collection.

# Warranty

## **Exclusive 10 Year Limited Warranty**

Enwork warrants that the goods shall be free from defects in materials or workmanship for a period of ten (10) 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. 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, figure, or the presence of character marks; or (g) changes in surface finishes due to aging or exposure to light. 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.

# Warranty, Returns and Allowances, and Pricing

## (Warranty Continued)

**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:** Enwork has 15 days from receipt to file a concealed damage claim with the carrier. Failure to report concealed damage to Enwork within 10 days of receipt will result in a transfer of liability from Enwork to the customer. All returns and allowances requests/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.

## 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 acknowledgements and invoices.