

## Terms and Conditions

### Contact Information:

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### Authorization of Use:

This catalog is intended for the exclusive use by members of the furniture dealer, architect and design trades. It is not intended for private use by other than members of the trade such as end users. Primeway reserves the right to distribute this catalog to those members of the trade whom they feel conduct themselves and promote Primeway products with the highest regard for ethics and professionalism. Distribution of this price guide does not itself constitute an offer to sell.

Use of this catalog represents agreement to the terms and conditions stated herein.

### Pricing:

All catalog prices reflect the "List Price" (suggested retail) for shipments within designated areas of the continental United States. Authorized dealers may check with the factory for their assigned discount structure. Prices are subject to change without prior notice. Pricing on orders are accepted at the prevailing prices in effect at the time the order is placed with the factory assuming ship date by the customer is required within 90 days of order placement. Primeway reserves the right to use published list pricing in effect at the time of shipment for orders with requested ship dates beyond 90 days from order placement. All prices are stated in U.S. Dollars. Orders can only be placed by authorized Primeway Dealers. Additional energy surcharges may apply.

### Taxes:

Prices that are listed in this book are exclusive of any sales, use, excise tax or other taxes. It is the dealer/purchaser's responsibility to collect taxes applicable to the sale of these goods to the end user. A dealer's tax exemption certificate is required to be on file at Primeway prior to order placement.

### Quotations:

Quotations will typically reflect the Dealer's Net Pricing. It is the client's responsibility to review the quote thoroughly to verify that all details as well as pricing is clear before quoting their customer. Pricing is F.O.B. Primeway dock in Royal Oak, Michigan, USA. Reference the "Zone Shipping Map" for information regarding freight charge zones. Specify any special shipping requirements when requesting quotations. Additional charges may apply.

### Order Placement:

Orders may be submitted via fax, e-mail or regular mail. Verbal orders will not be accepted. Orders will be accepted subject to the client's credit status at the time of ordering. Acceptance of orders by Primeway Inc. is strictly based upon the terms and conditions stated herein and supersede any conditions noted on client's order.

### Order Placement Continued:

To insure prompt delivery, all orders must satisfy the following criteria:

- A valid purchase order with the P.O. number on each page.
- Current billing address.
- All applicable shipping information.
- Special shipping instructions.
- Please provide the complete model number which must also include:
  - Worksurface finish code
  - Worksurface edge finish code
  - Body color finish code
  - Pull selection finish code
  - Any applicable flex option codes

Large volume orders may require a deposit to begin production.

### Cancellations:

All products are made to order. Cancellations or changes to the order will only be accepted prior to entering production. Should a cancellation or change occur the client will be responsible for any and all costs incurred by the factory as a result of the cancellation or change in the order. No cancellations or changes will be accepted once the order has entered production.

### Acknowledgments / Lead-times:

Upon receipt of an order with all necessary information, it is the policy of Primeway to provide the client with a written "Acknowledgment". The acknowledgment will reflect the estimated completion date, the correct Net Pricing and could also reflect additional charges that may apply, such as shipping or special packaging costs. It is the responsibility of the client to review the acknowledgment immediately upon receipt for any discrepancies, and notify the factory within 2 days (48 hours). When contacting the factory regarding an order, please refer to the acknowledgment number assigned to your order. Primeway will make every effort to adhere to requested lead-times and to comply with lead-times assigned to acknowledged orders. However, the lead-time assigned to your order is an estimate only and cannot be considered a guaranteed delivery date or terms of agreement. Delays in shipment do not constitute a valid reason for cancellation or an extension of terms upon shipment. Primeway is not liable for costs incurred by their clients or the end user caused by delays in delivery or failure to deliver which may result from circumstances beyond our reasonable control.

### Shipping / Routing:

Unless specific shipping and/or routing requests are made by the client at time of order placement, Primeway will use its best judgment in selecting carriers and routes in an attempt to provide the best/most economical method of shipment. Primeway is not responsible for delays in transit or damages incurred by the carrier. Prices reflect finished goods packaged suitable for shipment. Primeway reserves the right to package goods in a fashion suitable for a specific method of shipping on each individual order. If specialized crating / packaging is required, additional charges will be the customer's responsibility.

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### Shipping / Routing Continued:

Delivery of orders totaling less than \$2500.00 list, to one destination, will be subject to a shipping and handling charge of \$90.00 net unless item(s) can be shipped via a small package carrier such as UPS. This applies to Zone 1. Orders requiring more than one shipping destination will be treated as individual orders by destination and must be placed on separate purchase orders.

Customers wishing to pick up orders directly from Primeway's dock will receive a 3% discount on acknowledged order. Customer will be notified when product is ready for pick up. Pick-ups must be made within 7 days following notification of completed order otherwise storage charges may apply.

Additional energy surcharges may apply.

### Packaging / Assembly:

Primeway, Inc. has the utmost concern for the health and safety of your delivery and installation team. Large heavy products can be dangerous to move long distances. Some products ship assembled and some may require minor assembly due to overall size of finished goods. Consult the individual sections of the price guide for details on shipping methods. It is recommended that items shipped unassembled be assembled at their final destination to avoid injury to a worker or damage to the product.

Primeway is environmentally responsible. Our packaging methods have been designed to minimize waste and reduce installation time. Most products are packaged using materials made with high recycled content. Packaging consists of shrink wrap and cardboard protectors and is palletized when applicable.

### Claims / Shortage:

Please take the time to check merchandise immediately upon receiving - for any visual or concealed defects.

It is the responsibility of the customer that has received the goods, not necessarily the consignee, to notify the factory, in writing, within 48 hours of receipt of the merchandise of any factory defects, shortages or errors that may have occurred. Defects such as scratches, cracks or chips will be repaired or replaced at no cost only if the factory is notified of these defects within 48 hours of delivery.

It is the responsibility of the consignee, by law, to examine the merchandise upon receipt, note damages on the carrier's bill of lading and file damage claims. In the event of damage, all parts, pieces and crating / packaging materials should be retained until the proper inspections have been made. Primeway Inc. is not responsible for merchandise once it is received in good condition by the carrier.

### Special Handling:

Charges for the expediting of shipments will not be incurred by Primeway. Should shipments be delayed by the client, Primeway reserves the right to place the merchandise in storage at the client's expense and will not be held liable for these goods. Payment terms will begin upon notice to the client that the merchandise is ready for delivery or pick up.

### Returns:

No returned merchandise will be accepted without prior written authorization from the factory. An RGA (Returned Goods Authorization) form will be provided. All products are made to order, therefore, no allowances will be extended for merchandise returned for restocking. Restocking charges may apply. No freight collect shipments will be accepted.

### Payment Terms:

All new clients of Primeway Inc. will be required to provide a completed Primeway credit application as well as a tax exemption certificate where applicable. Those in good credit standing will be placed on an open account basis with terms of 1% 10 days / net 30. These terms will be strictly enforced. Accounts not paying within the assigned terms will be placed in delinquent status and all orders will be held until matters can be rectified. Primeway reserves the right to change or cancel assigned terms and credit at any time. All new accounts may be required to provide a 50% deposit or Pro-Forma payment prior to order processing. A client inactive for six months or more may be required to provide current credit information and/or payment along with placement of an order. Use of this catalog represents agreement that Primeway has the right to enforce a late fee of 1.5% per month (18% per year) on invoices unpaid beyond 30 days from invoice date.

Products sold by Primeway, Inc. shall remain the personal property of Primeway, Inc. until paid in full.

### General Specifications:

Primeway makes every attempt to adhere as closely as possible to the sizes and specifications noted herein. However, all sizes should be considered nominal with a plus or minus factor of 1/2".

Primeway Inc. reserves the right to discontinue catalog items or any other goods and services without prior notice. In a continuing effort to improve the quality of our products, it is the unconditional right of Primeway Inc. to make changes in construction methods and/or materials without prior notice. Specifications on the product listed within this catalog represent the size, style, methods and material in use at the time of catalog publication.

### Weights:

The approximate weight of each product is provided for your convenience when estimating freight rates. These weights are only estimates and not to be construed as the exact weight.

### General Care and Maintenance:

TFL surfaces are highly durable. However, care should be taken to ensure years of dependable service. Objects placed on TFL surfaces should have felt or cork pads on the bottom to avoid scratches. For care and maintenance of TFL surfaces, refer to the guidelines below.

- Clean all surfaces frequently with a mild soap solution and a soft cloth moving in the direction of the grain pattern.
- Follow up with a dry soft cloth. Do not use hot water, any abrasive cleaning devices or abrasive cleaning solutions.
- Avoid over exposing the furniture to direct sunlight. Sunrays may cause excessive heat build-up, especially on dark laminate surfaces.

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### Limited Lifetime Warranty:

The factory warrants its merchandise to be free of defects in materials and workmanship for the life of the product from the date of the original invoice and to the original customer, assuming normal use and care of the product. Normal use means use by one individual (single shift) in a standard 40 hour work week. Defects such as scratches, cracks or chips will be repaired or replaced at no cost only if the factory is notified of these defects within 48 hours of receipt of delivery from the factory.

### Warranty exceptions:

TFL (Thermally Fused Laminate) finishes: 25 Year Warranty  
 HPL (High Pressure Laminate) finishes: 10 Year Warranty  
 Metal Bases: 5 year limited warranty  
 High wear parts such as drawer and keyboard slides, casters, locks, textiles, foam: 5 Year Warranty  
 Power/data, lighting and other electrical components: 1 Year Warranty

### Warranty exclusions:

Warranty does not apply to light bulbs, ballasts or Customers Own Materials (C.O.M.). Warranty does not include the matching of grain, color, texture or dye lots on warranty replacement parts to the original components. All furniture is subject to environmental conditions. In particular, sustained relative humidity lower than 60% may cause products or finishes to begin cracking and may cause doors or independent panels to bow. Warranty does not apply to products subjected to extreme cold or heat and conditions of excessively high or low humidity. Desk top accessories, even with plastic or rubber feet, can sometimes scratch or mar the finish and will not be accepted as a defect or a warranty issue. Warranty does not apply to normal wear and tear, damage caused by misuse, accidents, negligence or abuse, products incorrectly assembled or installed. Warranty is void if the product is modified or altered in any way by other than Primeway, Inc.

Prolonged exposure to direct sunlight or intense heat such as a radiator may reactivate glue and cause delamination or alter the color of finishes. Warranty does not apply to colorfastness. Absorption of standing water may cause swelling to the substrate and will void the warranty. Primeway Inc. is unable to accept responsibilities for these and other environmental conditions.

This merchandise is specifically designed and intended for interior use. Warranty does not apply to products used for rental purposes. Warranty applies to goods sold and used within the United States of America.

### Warranty Claims:

Should a potential warranty situation occur, please contact Primeway with the original acknowledgment number, purchase order number and date of purchase and product description. Primeway will forward a claim form to you for additional information. This form will need to be filled out entirely and returned to the factory as soon as possible. The warranty claim will be evaluated immediately and may necessitate a review of the product by a factory representative to determine the validity of the claim and the appropriate course of action. In the event of a warranty claim, the sole obligation of Primeway Inc. to its client in warranting products will be to the extent of repair or replacement at Primeway's option. The warranty applies to those products which prove to be defective during the warranty period, under normal usage and for the purpose intended. Negligence, abuse, alterations, misuse or damage by accident shall void this warranty.

### Warranty Claims Continued:

There are no implied warranties of merchantability or fitness of a particular purpose made by Primeway, Inc. in connection with the sale or use of any goods produced by Primeway Inc. The warranty provisions listed herein are expressly in lieu of any other warranties, expressed or implied by fact or by statute and all other remedies for damages arising from the sale or use of any merchandise.

Charges incurred by the customer for the repair of goods manufactured by Primeway Inc. will not be accepted for reimbursement by Primeway. Back charges to the factory will not be accepted without the prior written consent from the factory via a Primeway credit memo to the client's account. Primeway Inc. reserves the right, at its own discretion, to return the merchandise to the factory for warranty repair to avoid costly field service. Primeway will only be responsible for the shipping costs incurred on warranty repairs to and from the factory and the original shipping point as noted on the factory shipper or bill of lading. Primeway will attempt to make the warranty repair within seven working days from receipt of goods at the factory and is contingent upon the extensiveness of service required.

### Quick Ship:

Quick Ship items are designated by those model numbers in the price list that start with the letter "Q". See the quick ship section of the price list for the complete selection of quick ship items starting on page 2-1.

Quick Ship lead-times are 10 working days from receipt of a valid purchase order to shipment. F.O.B. Primeway's dock. 10 Working days does not include the day the order is received at Primeway. Refer to the "Shipping / Routing" section of the price lists terms and condition section for additional information. All orders must be in writing and submitted on customer's formal purchase order. Regular mail or e-mailed PDF's of a purchase order to [Customerservice@primewayinc.com](mailto:Customerservice@primewayinc.com) and faxed orders are acceptable. Quick Ship items must be placed on dedicated purchase orders and must be indicated as a "Quick Ship" order. Purchase orders with both Quick Ship and non quick ship items will be acknowledged at a lead-time based upon the item requiring the greatest manufacturing time. Please make sure all pertinent information regarding a Quick Ship item is on the order before placing it with Primeway. Quick Ship orders will not be entered and deemed Quick Ship until all information regarding the order such as correct model number, size, color etc. has been provided.

There are four TFL color finishes to choose from: Clear Maple (CM) Blossom Cherry (BC) Auburn Cherry (AC) Cognac Cherry (CC). Two handles to choose from: Elliptical in silver (PES) or Elliptical in black (PEB) Two tone color options are not available on Quick Ship items.

Quick Ship orders cannot be canceled or changed once they are placed with the factory. Please check your purchase order carefully for accuracy prior to order placement.

Volume Orders: Primeway will make every effort to fill your order in a timely fashion. However; large volume Quick Ship orders may require additional lead-time. Consult the factory for details on orders containing more than 25 Quick Ship items.

There may be an occasion when material availability is not within our control, causing delays in shipment. While every effort is made to avoid these circumstances, you will be notified immediately and a reasonable ship date will be determined. Please feel free to consult our customer service department to confirm lead-times when involved in critical situations.

**Environmentally Responsible:**

Primeway is committed to supporting sustainability and the protection of our environment. Our families, employees and customers are very important to us, as well as the general public and future generations. We look to use materials in our products with consideration for their environmental impact and search to discover product innovations that will support cost and performance objectives. These processes will help reduce pollution and waste throughout the life cycle of the product.

Much of our products are produced with recycled post-industrial materials. Primeway is committed to providing products that will improve indoor air quality.

Our products are built to last, creating a long life cycle of use and are produced in a modular fashion where ever possible. This allows disassembly for easier maintenance, repair, and reconfiguration for extended life. This also allows for recovery and reuse of components or materials.

We maintain a program to sort and recycle materials such as paper, plastics, glass, steel and aluminum as well as the use of recycled packaging materials to help in our effort to reduce pollution and waste.

At Primeway we acknowledge the importance of a clean, healthy environment and have a social responsibility to support our community, operate in an ethical manner and continually work towards more sustainable products and workplace solutions.

## Continental USA Zone Shipping Map

**WorkSite Flex Series Shipping Information.**

List Prices inside the WorkSite Flex Series catalog include delivery to the dealer dock within Zone 1. For Zone 2 locations, contact the factory for Dealer pricing, discounts and freight charges. At Primeway’s discretion, standard WorkSite deliveries include the following shipping options; Primeway vehicle to dealer dock or prepaid common carrier to dealer dock. Standard delivery does not include any special conditions such as expediting delivery, “call before delivery,” inability to accept deliveries via semi trailer or any other conditions that may necessitate additional charges. Additional energy surcharges may apply.

\*\* Delivery of orders within Zone 1 totaling less than \$2500.00 list, to one destination, will be subject to a shipping and handling charge of \$90.00 net unless item(s) can be shipped via a small package carrier such as UPS.

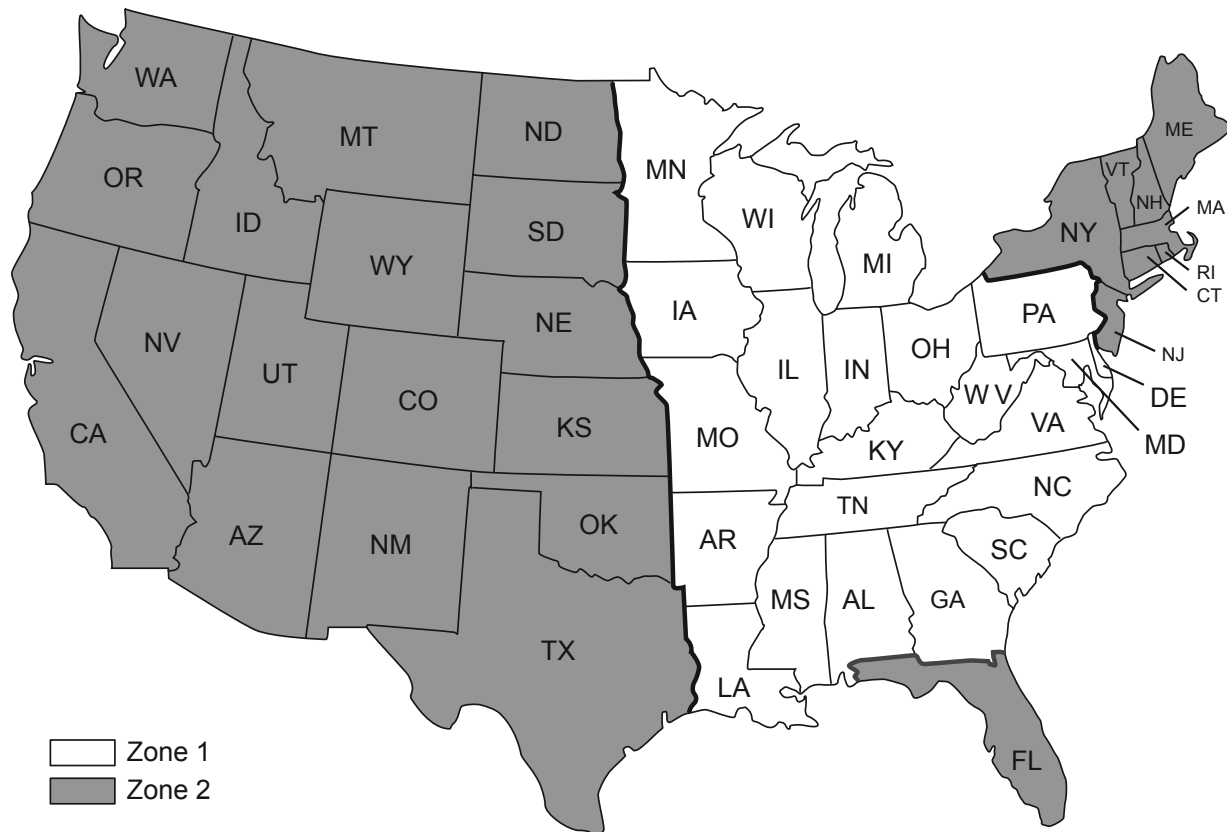


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