

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 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 is within 90 days of 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 zone charges. 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. To insure prompt delivery, all orders must satisfy the following criteria:

- Supply a valid purchase order with the P.O. number on each page.
- Current billing address.
- All applicable shipping information.
- Special shipping instructions, if any.
- Supply the complete model number which will include:
 - Primary model number
 - Edge style code
 - Worksurface finish code
 - Worksurface edge finish code
 - Base color finish code
 - Any applicable 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 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 crating costs. It is the responsibility of the client to review the acknowledgment immediately upon receipt for any discrepancies that may occur and notify the factory at once. When calling the factory regarding an order, please refer to the acknowledgment number assigned to your order. *Primeway* will always 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. Pricing includes all applicable packaging / crating suitable for shipment. *Primeway* reserves the right to package finished goods in a manner that best suits the shipping conditions. Shipment of orders are to a single location and ship complete. Split orders by the customer will result in additional charges.

Delivery of orders totaling less than \$2500.00 list, will be subject to a surcharge of \$125.00.

Customer wishing to pick up orders directly from *Primeway's* dock will receive a 3% discount on list pricing. Customer will be notified when product is ready for pick up. Pick ups must be made within 7 days following notification or storage charges may apply. Delivery of objects 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.

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 the overall size of finished goods. Consult the factory 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 time to check merchandise immediately upon receiving, for any visual or concealed defects.

It is the responsibility of the client, 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.

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.

Clients desiring a drop shipment to other than their normal receiving location should consult the factory for details and possible charges which may result. When drop shipments are necessary, the client should make arrangements with the consignee to properly receive the goods and forward them to their final destination. These arrangements can usually be made with a transfer agent or network dealer in the destination area.

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.

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GENERAL SPECIFICATIONS:

Primeway makes every attempt to adhere as closely as possible to sizes and specifications noted herein. However, all sizes shall 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 represents the size, style, methods and material in use at the time of catalog publication.

GENERAL CARE AND MAINTENANCE:

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

- Clean all surfaces frequently with a mild soap solution and a soft cloth moving the cloth in the direction of the grain. Follow up with a dry soft cloth.
- Avoid over exposing the furniture to direct sunlight. Sun-rays may cause excessive heat build up on dark laminate surfaces.

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 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

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, 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 hot and conditions of excessively high or low humidity. 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* 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, 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.

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* will not be accepted for reimbursement by *Primeway*. Back charges to the factory will not be accepted without prior written consent from the factory via a *Primeway* credit memo to the client's account. *Primeway* 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.

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.

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CONTINENTAL USA SHIPPING

Use the map below to determine the Zone to which your Primeway products are to be shipped. At Primeway's discretion, standard Table Solutions Plus deliveries include the following shipping options: 1) Primeway vehicle to dealer dock or 2) prepaid common carrier to dealer dock. Standard delivery does not include any special conditions such as expedited 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.

Note: Orders less than \$2500.00 list will be subject to an additional \$125.00 net surcharge unless item(s) can be shipped via a small package carrier such as UPS.

SHIPPING ZONES

- **Zone 1:** List Price Includes Freight
 - Indiana, Illinois, Kentucky, Michigan, Ohio, Pennsylvania, West Virginia, Wisconsin
 - Exceptions-
 - Minimum freight rate for items in the Conference Tables and Conference Accessories sections is
 - Minimum freight rate for items in the Multipurpose Tables and Occasional sections is
- **Zone 2:** 3% of List Price
 - Alabama, Arkansas, Georgia, Florida, Iowa, Louisiana, Minnesota, Missouri, Mississippi, New Jersey, New York, North Carolina, Tennessee, South Carolina, Virginia
 - Exceptions-
 - Minimum freight rate for items in the Conference Tables and Conference Accessories sections is
 - Minimum freight rate for items in the Multipurpose Tables and Occasional sections is
- **Zones 3 and 4:** Contact Factory
 - Connecticut, Delaware, Maine, Massachusetts, Maryland, New Hampshire, Rhode Island, Vermont
 - Arizona, California, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, North Dakota, Oklahoma, Oregon, Texas, Utah, Washington, Wyoming
 - Exceptions-
 - Minimum freight rate for items in the Conference Tables and Conference Accessories sections is
 - Minimum freight rate for items in the Multipurpose Tables and Occasional sections is

