

GENERAL
INFORMATION





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These Terms and Conditions apply to all quotations, orders, and contracts for Hickory Business Furniture, LLC (“HBF”) furniture products (“Products”)

Entire Agreement	<p>Our sale to you is limited to and expressly made conditional on your assent to the published Terms and Conditions of Sale, all of which form a part of our acknowledgment and which supersede and reject all prior writings, representations, negotiations with respect hereto, and any conflicting terms and conditions of yours, whether or not the acknowledgment is signed by you. Your acceptance of the HBF products described on the face of the acknowledgment or payment therefore operates as acceptance by you of our Terms and Conditions of Sale.</p>
Order Entry	<p>To expedite order entry and to ensure proper service:</p> <p>Email orders: hbforders@hbf.com</p> <p>Fax orders: 828.485.2690</p> <p>Mail orders: HBF, PO Box 8, Hickory, NC 28603-0008</p> <p>All orders faxed or emailed and then mailed to HBF must be marked “Confirmation.” HBF will not be responsible for duplicate orders if purchase orders are left unmarked.</p> <p>Your order will be considered to be an offer by you to purchase the products described on that order until it is accepted and acknowledged in writing by us. Unless we receive a communication from you concerning our acknowledgment, we will schedule production of your order by the end of the business day following the day we provide you our acknowledgment.</p>
Submitting Purchase Orders	<p>Please provide complete customer contact information including, but not limited to, email address, bill to/ship to information, contact name and telephone number, project specifier and product information.</p>
Pricing	<p>Prices for the products described in our acknowledgment shall be from our current and applicable published price list, as in effect at the time we acknowledge your order, less the discounts listed on our acknowledgment. However, if any order requests a delivery date more than one hundred twenty (120) days from the date of the order, then the applicable price list will be the current price list on the date of shipment.</p>
Payment Terms	<p>Payment terms are net thirty (30) days from the date of our invoice. If credit has not been established, full payment must accompany your order. We accept MasterCard, VISA and American Express.</p> <p>We reserve the right at any time to require you to provide us with reasonable assurances for due payment for the products, and we may suspend any further performance of your order until you provide reasonable assurances of payment satisfactory to us.</p>
Deposits	<p>HBF reserves the right, at our sole discretion, to require you to submit a deposit with your order. The required amount of your deposit, if any, will be listed on our acknowledgment. All deposits become non-refundable once we begin production of the applicable order.</p>
Changes & Cancellations	<p>Prices published are List prices. HBF reserves the right to adjust prices, specifications, and materials without prior notification. HBF will not enter orders with incomplete information.</p>



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Return of Merchandise Claims & Allowances

Products may be returned only with our prior written consent and shipping instructions. You must pre-pay all related transportation costs. Authorized returns are subject to a minimum 35% restocking charge. Returned products must be received in the original carton and in new condition. Damaged or used products may be subject to an additional or full charge.

No credit or allowance will be given for any repairs to damaged or defective Products unless we give you written permission to make the repairs. We reserve the right to have any product returned (freight charges prepaid) to our factory for inspection. If your claim is justified, we will refund your freight costs and repair or replace the damaged product at our expense and subject to the HBF Limited Warranty.

Damaged, Over, Short Merchandise

HBF is not liable for damages that occur during transit, concealed damages, or damages from storage or installation. HBF is FOB; the carrier assumes all responsibility upon acceptance of the product. It is the customer/receiver’s responsibility to inspect all products upon receipt. Any visible damage to a carton requires that a written exception be noted on the delivery receipt. An immediate inspection should be requested of the carrier if any products are damaged. Please hold on to cartons and packing materials if carrier inspection is needed.

NOTE: If concealed damage is discovered, it must be reported to the carrier and HBF immediately. Failure to notify carrier and HBF immediately shall constitute an acceptance of the products as received. Upon arrival of the product, examine the delivery receipt to ensure address is correct, piece count is correct and correct products are received.

Examine all cartons for the following:

- Crushed corners, ends, or sides
- Holes
- Rips
- Dents
- Water stains or damage
- Missing cartons

Before HBF files a claim with the carrier on your behalf, you will need to provide the following:

- A copy of the signed delivery receipt with exceptions notated
- A copy of the carrier’s inspection report
- Any photographs of the cartons and products.

In the event of overage or shortage, regardless of carrier, you shall not accept the shipment until such overage or shortage is noted on both the bill of lading and the freight bill. In the case of an overage or shortage on our truck, you shall notify our factory immediately.

Packaging

HBF uses 60%-70% post-consumer content recycled corrugated and 100% recyclable stretch wrapping and/or plastic bags. Pricing includes cartoning of all products.

Shipments

HBF will determine routing. Refer to our Guaranteed Freight Program, as in effect at the time of our acknowledgment, for details on our optional guaranteed freight program.

A \$25.00 charge will be added to your invoice for prepaid freight requests when not using our Guaranteed Freight Program. Requests for specific carriers are subject to our approval. We will not drop-ship to an end-user customer without that customer’s prior approval. We reserve the right to split-ship orders.

Insurance

HBF carries the following insurance:

- Worker’s Compensation Insurance (or its equivalent) in accordance with the requirements of applicable law.
- Employer’s Liability Insurance – \$1,000,000 policy limit.
- Motor Vehicle Liability Insurance – \$1,000,000 combined single limit.
- Commercial General Liability Insurance (including products, completed operations, and contractual liability) – \$1,000,000 per occurrence of bodily injury and property damage; \$1,000,000 per occurrence of personal and advertising injury; \$2,000,000 annual general aggregate; and \$4,000,000 products and completed operations annual aggregate.



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You may change or cancel an acknowledged order only with our prior written consent. Order changes and cancellations are subject to price and schedule adjustments and/or cancellation charges, as appropriate.

Storage by HBF HBF has made no provision for storage of products ordered by you. If you are unable to accept delivery of products as scheduled for any reason, you are solely responsible for providing new shipping instructions to HBF and for all costs associated with any delay.

Storage by Owner Due to the inherent nature of wood products, HBF does not warrant any product stored or set in place in an environment where temperature and humidity are not controlled. Temperatures must be maintained within a range of 50-80 degrees F (or 10-27 degrees C); the relative humidity must be maintained between 30% and 60%.

Warranty We warrant HBF products in accordance with the HBF Limited Warranty as outlined on pages 14 & 15, as in effect at the time of acknowledgment, the terms of which are incorporated by reference into these Terms and Conditions of Sale.

Force Majeure We will not be liable for any failure to deliver product when delivery is prevented by any cause beyond our reasonable control. Causes beyond our reasonable control will include, without limitation, acts of God, war, terrorism, insurrection, epidemic, labor disputes, inability to obtain raw materials, supplies, labor or transportation, or any act of governmental authorities.

Limitation of Liability IN no event will HBF be liable to you for special, incidental, indirect, consequential, or any other similar damages, including, but not limited to, the loss of profits or revenues, loss of use of product or cost of substitute product, based on or arising from any breach of warranty, breach of contract, negligence or any other legal theory.

General These Terms and Conditions of Sale: (a) shall be binding on the parties and their respective successors and permitted assigns; (b) may not be amended or modified unless such amendment or modification is made in writing and signed by both parties; and (c) may not be assigned by either party without the prior written consent of the other party. No provision of these Terms and Conditions of Sale may be waived unless such waiver is made in writing and signed by the party to be bound thereby.

Governing Law, Venue & Waiver of Jury Trial The laws of the State of North Carolina shall govern the interpretation, validity and enforceability of these Terms and Conditions of Sale, excluding North Carolina law with respect to conflicts of law. The rights and obligations of the parties shall not be governed by the 1980 United Nations Convention on Contracts for the International Sale of Goods. The parties agree that court proceedings, actions or suits which may be brought by either party against the other party under, related to or by virtue of these terms and conditions of sale or the provision of products shall be brought exclusively in a court of competent jurisdiction in the State of North Carolina and each party hereby covenants and agrees to submit to the exclusive jurisdiction of such court in the event such party is named as a party in any such proceedings, actions or suits. The parties hereby agree that any court proceedings, actions or suits which may be brought under, related to or by virtue of these Terms and Conditions of Sale or the provision of products between the parties shall be determined by a court sitting without a jury. The parties hereby waive any right to a jury trial.

No other Contract Provisions There are no representations, agreements, obligations, or conditions (express or implied, statutory or otherwise) relating to the subject matter hereof, other than as herein contained, and these terms and conditions of sale shall be incorporated and become a part of any agreement between the parties with reference to the purchase of our products.

GSA/Federal Contract Information

GSA Contract Number 47QSMA22D08P9

Model numbers identified with the following verbiage “When purchased separately without a configurable TAA compliant end product, not on GSA contract” is to mean that these configurable parts or components:

- Have no functionality or capability without being integrated into an end product; and
- Are considered **Open Market** if purchased without a configurable TAA compliant end product.



Environmental

HBF and HBF Textiles are committed to protecting the environment for future generations. We understand the potential impact of our products and have integrated life cycle principles into our design and manufacturing systems driving continuous improvement in products, workspace environments and our community.

We strive to meet the most stringent environmental standards, including BIFMA LEVEL®, BIFMA's sustainability certification program for furniture, and SCS Global Services' (SCS') Indoor Advantage™ Gold certification for indoor air quality. We provide environmental data-sheets to help our clients calculate the environmental benefits of using HBF products in Leadership in Energy and Environmental Design (LEED)® projects.

Recycled Materials

HBF Price Lists include the post-consumer (PC) and post-industrial (PI) recycled content percentages for all seating products where applicable to serve as a road-map for those who wish to quickly identify environmentally sound products.

HBF uses Green-Blend® panel materials wherever possible. Green-Blend® panel material cores are produced with no added urea-formaldehyde and contribute towards LEED® Rapidly Renewable Materials and Recycled Content credits.

Green-Blend is SCS® certified 100% pre-consumer recycled wood fiber panel material that has no urea-formaldehyde added during the manufacturing process. It combines low emission standards, certified recycled content, and sustainable raw materials with the reliability of a proven industry track record of wood-based panel material.

ANSI/BIFMA e3-2014e Furniture Sustainability Standard and LEVEL® certification

A majority of HBF's products have met the necessary qualifications to achieve LEVEL® certification. LEVEL® is the multi-attribute sustainability certification based on the ANSI/BIFMA e3 Furniture Sustainability Standard. The standard and certification were created to deliver the most open and transparent means of evaluating and communicating the environmental and social impacts of furniture products in the built environment. Considering a company's social actions, energy usage, material selection and human and ecosystem health impacts, LEVEL® addresses how a product is sustainable from multiple perspectives. The organization, facilities, and products are audited on an annual basis to ensure ongoing compliance and improvement.

With LEVEL®, customers can make informed choices about sustainable commercial office furniture. The LEVEL® mark identifies that a product has been vetted by an independent third party certifier and its numeric marking of 1, 2, or 3 indicates the threshold of certification the product has achieved. A majority of HBF's seating, occasional tables, and conference lines are LEVEL® certified. Please download the certificates from our product pages for the complete details. For more information about the ANSI/BIFMA LEVEL® standard, visit www.levelcertified.org.

ANSI/BIFMA LEVEL® Performance Standards

Our seating products meet or exceed ANSI/BIFMA weight performance standards of 275 lbs. (124.7 kg.) unless otherwise noted.

Indoor Advantage™ Gold

Many HBF products are Indoor Advantage™ Gold certified

SCS Global Services (SCS), a reputable third-party certification and assessment body of environmental, sustainability and safety claims since 1984, has developed internationally recognized standards and certification programs to assist businesses with improving their environmental efforts, social accountability and product performance.

The advantages of holding SCS Indoor Air Quality certification are substantial: in addition to improving indoor working environments and meeting qualifications for the LEED-CI EQ 4.5 credit for office furniture as well as the BIFMA Standard for Low-Emitting Office Furniture Systems & Seating M-7.1, there is the added assurance of knowing that the company's entire breadth of products is held to such rigorous standards.

For more information regarding Indoor Advantage™, please visit: <http://www.scsglobalservices.com>.



Engineering

HBF products have been engineered to provide the structural integrity necessary to assure customer satisfaction. Seating has been engineered to provide proper body support to the user.

Specifications of construction techniques for HBF products are available upon request.

Performance Testing

HBF voluntarily tests a majority of its products to the rigid testing requirements as set forth in accordance with BIFMA and ANSI standards.

Information on testing procedures is available upon request.



Wood Species

All external wood parts used in the manufacture of HBF wood products are of the highest grade solids and veneers.

Veneer options per product series are indicated with each product. These, like all natural materials, are subject to variation in grain and coloration.

Finishes

HBF finishes have been developed to be compatible with finishes in today's market. Finish specifications must be shown on each order.

STANDARD WOOD FINISHES

HBF offers a variety of standard wood finishes on multiple solid and veneer options. Please refer to the veneer finish matrix in the price list for each product series to determine finishes and veneers available for that product line.

1. Finished pieces may vary in tone and character. No guarantee can be made of an exact match.
2. Wood finish touch-up kits are available for HBF standard finishes, see HBF Care and Maintenance Kits.

CUSTOM WOOD FINISHES

Custom wood finish samples must accompany the purchase order.

Orders specifying custom wood finishes will be scheduled into regular production upon receipt of an approved custom wood finish panel.

An upcharge of **5% Net** per seating unit, with a minimum upcharge of **\$500 Net** per order, will apply for any custom wood finish.

An upcharge of **5% Net** per **occasional table** unit, with a **minimum** upcharge of **\$500 Net** per order, will apply for any custom wood finish.

An upcharge of **10% Net** per unit for **conference products**, with a **minimum** upcharge of **\$500 Net** per order will apply for any custom wood finish.

Contact the HBF Client Experience Team for upcharges on large quantities.



Hickory Business Furniture, dba HBF, warrants to the original purchaser that its products are free from defects in materials and workmanship for a period of twelve (12) years from date of shipment, except as noted below. This warranty applies to single shift (standard 8-hour day, 5 days per week) use, and covers products delivered in the Americas: Canada, the Caribbean, Latin America, Mexico and the United States.

Exceptions

5 Years

Stacking chairs, metal chair frames, seating components including controls and adjustment mechanisms, monitor supports and tablet arm assemblies, wood, wood veneer, linoleum, low (LPL) and high (HPL) pressure laminate surfaces, solid surfaces, urethane, wood and wood edge treatments, and tailoring.

3 Years

Electrical components and power supplies, ballasts, height adjustment mechanisms and pneumatic cylinders, casters, glides, exposed wood frames and legs, marker and tack board surfaces, granite, marble and glass surfaces, and replacement parts.

2 Years

Graded-In HBF Textiles cover materials including, but not limited to, textiles, leathers and faux leathers. Licensed products are warranted to the original purchaser to be free from defects in materials and workmanship for a period of two (2) years from date of shipment, except as noted under the exclusions below.

Exclusions

Warranty does not apply to product failure or loss resulting from:

- Acts of nature, civil disobedience or social unrest.
- Normal wear and tear.
- COM (Customer's own materials) including, but not limited to solid surfaces, linoleum, laminates, textiles and upholstery materials, leathers, wood and wood veneers. These materials are subject to the original manufacturer's warranties only.
- Failure to apply, install, clean or maintain products according to published HBF or manufacturer instructions and guidelines.
- Use of harsh, abrasive or acidic cleaning agents; and chemicals or agents that may alter or degrade the appearance, materiality and structural integrity of the product.
- Physical or chemical abuse, misuse, neglect or accident.
- Unauthorized alteration or modification of the product.
- Unauthorized repair of the product.
- Products exposed to extreme environmental conditions, direct sunlight or improper storage.
- Products exposed to outdoor use, unless manufactured specifically for outdoor conditions.
- Products used for rental purposes.
- Substitution of any unauthorized components that are integral to the performance of the product.

Warranty does not cover:

- Replacement parts are covered for three (3) years or the balance of the original warranty, whichever is longer. Replacement parts for licensed products are covered for one (1) year of the balance of the original warranty, whichever is longer.
- Damage caused by carriers or concealed damage. Damage caused in-transit will be handled under separate terms.
- Damage caused by dealers and their subcontractors or agents.
- Custom and special product(s) are covered for three (3) years, and all other exclusions apply.
- Variations in surface and solid materials including color, grain, marbling, texture and veining.
- Variations in leather such as scars, wrinkles, and other marks.
- Variations in wood such as color, staining, grain, scars and other marks.
- Variations in textiles and other upholstery materials due to inconsistencies between dye lots.
- Color fastness due to aging or exposure to artificial or natural sunlight.
- Consumables, such as batteries, light bulbs and lamps.
- Products purchased "as is", used or secondhand.
- Products sold by unauthorized dealers or installers.



Warranty Provides Exclusive Remedies

Under this warranty, if a product fails during normal use during the warranty period as a result of a defect in materials or workmanship, HBF will, at its sole discretion, either repair or replace the product free of charge, which includes delivery and labor costs. If HBF determines the repair or replacement of the product(s) is not commercially practical, HBF may choose to refund the purchase price of the affected product.

This warranty applies to products purchased on or after June 1, 2017. For products purchased prior to June 1, 2017, please refer to the warranty terms and conditions in effect at that time.

THIS LIMITED WARRANTY IS THE SOLE REMEDY FOR PRODUCT DEFECT AND NO OTHER EXPRESS OR IMPLIED WARRANTY IS PROVIDED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HICKORY BUSINESS FURNITURE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES.

This warranty is non-transferable and valid to the original purchaser only. Warranty is enforceable only if products were acquired and installed by Hickory Business Furniture or one of its Authorized Resellers.
