

# ABCO SEATING Terms and Conditions of Sale

ABCO 2.0 SEATING  
TASK CHAIRS

## Prices & Terms

List prices shown apply to product only. Storage, sales tax and any installation charges are additional. All orders are shipped freight prepaid within the contiguous United States and Canada. Freight charges will be the responsibility of izzy+. FOB point is izzy+'s factory. The title of goods passes to the purchaser and our responsibility ceases when the carrier accepts shipment at our manufacturing facility.

Prices in effect when the order is received will apply. If the shipping date requested exceeds six (6) months from the order receipt, izzy+ may use the published list prices effective at the shipment date. Payment is due according to our invoice terms. In the event of delinquency, the customer shall be liable for reasonable collection costs, including attorney fees. If, in the judgment of izzy+, the financial condition of the purchaser at any time during the period of the agreement does not justify the previously agreed payment terms, izzy+ may require full or partial payment in advance.

Prompt Payment Terms: 1% 10 Days, Net 30 Days.

## Canadian Customers

All prices listed are in United States (U.S.) Dollars. Customs charges are prepaid; however the Purchaser is responsible for GST tax. Contact Customer Service for current exchange rate.

## International Customers

All prices listed are in United States (U.S.) Dollars. All freight, taxes, and export fees are the Purchaser's responsibility.

ABCO 2.0 SEATING  
CONFERENCE CHAIRS

ABCO 2.0 SEATING  
STACKER CHAIRS

## Orders

Send purchase orders to:

izzy+  
11451 Harter Drive  
Middlebury, IN 46540

Or  
Fax to 800.831.9821 or  
Email to [orders@izzydesign.com](mailto:orders@izzydesign.com)

Orders shall be deemed accepted by izzy+ only upon issuance of our written acknowledgment. All orders are subject to izzy+'s terms and conditions of sale. izzy+ is not required to accept changes to acknowledged orders. The customer will be charged for any expenses related to accepted changes, and the order may then be rescheduled at izzy+'s discretion. Fax orders are final as taken. The customer accepts responsibility for supplying correct information and should carefully check all acknowledgments.

## Cancellations

If the customer terminates an order without izzy+'s consent, izzy+ may charge the customer for the portion of the order completed at the date of termination, plus the amount of profit lost on the remaining portion of the order. Custom items are not cancelable.

## Returns

Each izzy+ product is manufactured according to the customer's exact specification; therefore, returns are not accepted. izzy+ will consider the return of parts that have been incorrectly ordered by the customer. Please note that any return of parts requires the prior approval of Customer Service and will be subject to a restocking fee.

## Shipping

izzy+ reserves the right to ship by what is, in izzy+'s opinion, the best way. Merchandise may be delivered at one time or in partial shipments. Customer bears the risk of loss or damage during shipment. izzy+ is not liable for delay or failure to deliver or perform due to strikes, lockouts, or other labor difficulties, failure or delay of sources to supply, transportation difficulties, accidents, fires, acts of God, or other causes of like or unlike nature beyond izzy+'s control. We reserve the right, if the customer is unwilling or unable to accept delivery when the order is ready for shipment, to invoice the cost of the order, plus shipping, dispatching, insurance, warehouse expenses, and handling. izzy+'s responsibility ceases when the transportation company issues its receipt to us. If the shipment arrives damaged, the receiver should request that the delivering carrier inspect the shipment and note the details of all damage on the freight bill. If damage is discovered while unpacking, the transportation company should be contacted immediately for an inspection of the shipment, and request a written concealed damage report. The receiver must enter a claim with the transportation company within fifteen (15) days after shipment receipt. Crating material or cartons should be saved until the inspection. Receiver is responsible for filing freight claims.

## Small Order Fee

A small order fee of \$40 Net will apply on orders less than \$800 List.

## Warranty

izzy+ warrants that its standard Contract Seating products are free from defects in material and workmanship during normal use (normal use is defined as a maximum of eight (8) hours per day, six (6) days per week (single shift)), for the lifetime of the chair, with the exception of the following:

Gas cylinders, controls, and functional parts are warranted for ten (10) years; arm caps, casters, backliners, and exposed wood parts (finished wood chairs and wood base caps) for five (5) years; and upholstery materials (foam, mesh) are warranted for three (3) years.

Customer's Own Material/Leather (COM/ COL) is not covered by this or any other izzy+ warranty.

Multi-shift applications will change the warranty on ten (10) year items to six (6) years; five (5) year items to three (3) years; and three (3) year items to one (1) year. The warranties stated above apply to the original purchaser only.

Excluded from warranty is product that has unauthorized modifications, or if the customer fails to perform normal maintenance service on the product, this includes, but is not limited to, lubrication and cleaning, minor assembly and adjustment and periodic operational checks. Natural variations occurring in wood are not considered defects; izzy+ does not warranty the colorfastness or matching of color, grain or texture, normal wear and tear, or damages resulting from shipping or storage.

This warranty does not include defects from normal wear and tear, accidents, negligence, abuse, shipment, handling, storage, or environmental conditions. Any modifications to izzy+'s contract seating products by the purchaser, purchaser's employees or agents, voids this warranty. izzy+ reserves the right to reasonably determine whether a defect in material or workmanship occurred in normal use or if such defect resulted from a factor excluded from this warranty. Normal use is defined as a maximum of eight (8) hours per day, six (6) days per week (single shift). If a defect in material or workmanship is determined to have occurred in normal use during the warranty period, the defective product will be repaired or replaced free of charge, at the option of izzy+. The expressed warranties contained herein are in lieu of all other warranties, expressed or implied, including any warranty of merchantability and fitness for a particular purpose, and all other warranties arising from the course of dealing or usage of trade. Any action to enforce this warranty must be brought within three (3) months from the time an alleged defect in material or workmanship first occurs.

Repair or replacement of any defective izzy+ contract seating product for the period of time provided, shall constitute complete fulfillment of all the liabilities of izzy+, whether the claims of the purchaser are based in contract, in tort, (including negligence and/or strict liability) or otherwise, with respect to, or arising out of, the product furnished hereunder. izzy+ is not liable for any special or consequential damages under this warranty. The remedies provided above are the purchaser's sole remedies for any failure of izzy+ to comply with its obligations regarding the material and workmanship of its seating products.

## Service Parts

Service parts are warranted for one (1) year from defects in material and workmanship from the date of replacement or for the remainder of the original product warranty, whichever is greater.

## International Customer Warranty

One (1) year on parts. Freight will be paid to Port of Exit. Labor is excluded.

## Customer's Own Material Warranty

izzy+ does not warrant the appearance, behavior or durability of customer furnished upholstery materials (known in the furniture industry as COM/COL). The acceptance of the COM/COL by izzy+ only means that initial application of the COM/COL utilizing existing manufacturing processes was successful and does not imply that izzy+ warrants the COM/ COL or its performance during use. izzy+ is not responsible for COM/COL appearance, condition, performance, durability, colorfastness or any other physical attribute of the COM/ COL.

## Standards

A variety of standards exists for office furniture. ANSI/BIFMA standards for seating test the furniture's structural soundness and durability. All izzy+ contract seating meets or exceeds ANSI/BIFMA standards. California Technical Bulletin 133 (CAL TB133) is a fire test for furniture designed to be used in certain high-risk environments. Most izzy+ contract seating products can be manufactured to meet CAL TB133 regulations.

## Materials

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 furniture is sold subject to minor irregularities of color, surface, grain and texture. Textiles are sold subject to minor variations of color. Leather upholstery materials are of the finest quality.

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 a part of the natural beauty of leather.

## Environmental Protection

Recognizing the connection between ecosystem health, human health, and corporate health, izzy+ is committed to moving beyond compliance with applicable environmental laws and regulations. izzy+ currently meets ANSI/ BIFMA Furniture Emission Std. M7.1/x7.1 2007, California Specification 01350v1.1 and BIFMA e3-2008 credit 7.6.1 and 7.6.2 (most products). This excludes exposed wood options. izzy+ is currently working towards additional compliance to BIFMA e3-2008.

## Exclusive Design

All furniture shown in this catalog is our property, and we reserve the exclusive right to manufacture it. izzy+ reserves the right to make changes in design and/or construction without prior notice.