



## Federal Government Terms and Conditions

### TERMS

Terms are 1% 10 days, net 30 days, with approved credit. VISA and MasterCard are accepted. Prior to approved credit, payment must be received before shipping.

### CREDIT

All orders are subject to credit approval. Five trade references (including your bank and account number) are required. Orders will not be released for production until credit is approved by the Compatico Financial Department. If your account has gone 30 days without payment, no merchandise will be shipped until past due balances are paid. In some cases, deposits or letters-of-credit will be required based upon order size. If credit arrangements are not established at time the order is placed the order will not enter the production cycle.

### DEDUCTIONS

No deductions will be allowed from invoices for any reason without authorization from COMPATICO.

### PRICES AND DISCOUNTS

Discounts: Discounts apply to list prices in effect at the time of order and to all orders specified with standard Compatico finishes, sizes, and fabrics. Special finishes and sizes may necessitate an upcharge. Customer Service will advise prior to order acceptance. Although we do everything possible to keep our prices low and to maintain the list prices, sudden and unanticipated increases in the cost of materials may necessitate a change in list prices without notice.

**Price Quotes:** COMPATICO believes in “Customer First Service” and will readily assist you in quoting Compatico system products. COMPATICO Regional Sales Representatives are available for assistance as needed and will work with dealer associates to specify, quote, and order COMPATICO product. COMPATICO’S in-house project management team will also assist dealer associates in quoting, placing orders and verifying completeness. Contact the COMPATICO Manager at 800-336-1772 for more information.

**GIZA LAYOUT AND PRICING ASSISTANCE:** Provided at no charge based upon dealer’s drawings. Submit all layouts to the Compatico Market Manager for review. Response time will not exceed 72 hours and will depend upon the complexity of workstations. Compatico’s symbol library is available on GIZA and CAP through 20/20 technologies. Contact the Compatico Market Manager for details. Compatico does not offer “Space Planning”. If raw space workstation planning, layout, or adjacency study is required, the dealer and/or specifier must provide the service.

**We request that you provide us the following information** so that we can accurately furnish you the proper product, colors, and dimensions. The information you provide will enable us to provide you pricing in a timely manner:

1. System product you want quoted (Compatico AO1, AO2, AOPolyPanel, CMW, Genesis, or F/S Freestanding)
2. Provide drawings (“to scale” if possible). Clearly mark all heights and widths of panels; widths and depths of worksurfaces and types of other components.
3. Show all powered panel locations. Show duplex locations. Indicate base or ceiling power and where they enter the panels.
4. Specify hard surface, fabric, tackable, or acoustic panels. Clearly mark all full, half and partial glaze panels and door panels. Indicate clear, frost, or smoke glazing and glazing strip color.
5. Accessories, such as pencil drawers, tackboards, keyboards, and tasklights must be clearly marked. Size must be indicated if required.



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6. Non-standard fabrics, paint finishes and laminates must be clearly indicated. Compatico will quote only standard fabric, finishes and laminate unless otherwise instructed. Fabric yardage assumes directional application (minimum 66" usable width).
7. Clearly indicate all overhead shelf units as high or low, regular depth or EDP depth. Indicate depth of closed storage units (regular or EDP).
8. Style and type of pedestals must be marked (Style A, B, etc...BF, FF, or BBF). Laterals must show width and height and file centers must show drawer configuration.

**Bid Pricing:** Compatico will provide bid pricing or special discounts when requested. Competitive circumstances may dictate special consideration.

**Pricing and Discount Information:** Contact your local Compatico Sales Representative or the Compatico Market Manager at 800-336-1772 for pricing assistance or questions. They will be happy to work with you in providing "Customer First Service".

### **SPECIAL ORDERS AND ORDER CHANGES**

**COM Fabrics:** All COM fabrics must be submitted to Compatico for approval prior to order acceptance. Please send minimum 6 x 6 memo samples of COM fabric to the Customer Service Department; allow for added lead time.

**Non-Standard Paint Finishes:** Samples of non-standard paint finishes must be submitted to the Customer Service Department. Customer Service Department must receive the specified paint sample prior to order processing... matching the desired paint sample may take several weeks and will then be sent back to the dealer for approval. Lead-times may be extended and a price premium may be applicable.

**Key Alike Option:** All storage items (pedestals, laterals, wardrobe storage, etc.) can be keyed alike for the same project upon request at a cost of \$5.00 net per lock. Master Keys are available at a cost of \$10.00 net per key. Please notify Customer Service Department at the time of order.

**Change Orders:** Change orders will be accepted at no charge up to 5 working days into the order production cycle. Change orders requested after 5 working days may be accepted and will be subject to additional charges and extended lead-times. No change orders will be accepted once fabrication and upholstery has begun.

**Order Confirmation:** Order confirmation will be faxed or emailed to all dealers after processing. Dealer is responsible to promptly review the confirmation for accuracy and completeness. Dealer will then fax or email confirmation back to the Customer Service Department, with signed approval for processing.

**Order Cancellations:** Compatico reserves the right to accept or deny all order cancellations, and will assess a restocking fee if applicable. Orders cancelled after 5 working days into the production cycle will be assessed a 25% cancellation fee.

**Special Custom Product:** Compatico will try to accommodate special or custom sizes per customer request. Special or custom size product will normally increase the lead-time. Compatico must quote pricing for all special or custom products prior to order acceptance. Special or custom size products cannot be cancelled once the order is processed. Contact your Compatico Sales Representative or the Compatico Customer Service department at 800-336-1772 for all special/custom product situations.

### **FREIGHT POLICY**

For full system orders, including panels, worksurfaces and storage components orders of over \$15,000 list price, standard freight charges will be included in the price and will be paid for by Compatico. This includes shipments in the continental U.S. and Canada excluding coastal provinces. All other shipments are paid to the port of exit. Non-standard freight charges for less-than-trailer load (LTL) orders to be paid by dealers are as follows:

1. Lift gate charge when no dock is available at delivery point \$120
2. Require trucking company to call dealer before delivery \$20
3. Require driver to unload for inside delivery \$150/skid
4. Delivery to a residential area \$75
5. Changing delivery address after shipment is in route \$100
6. Redelivery charge if delivery is attempted (8 a.m. to 5 p.m.) and no one is present \$150



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7. Requirement that skids not be stacked on load bars 10% of freight invoice
8. Guaranteed specific time-of-day delivery \$500

#### **Non-standard freight charges for full load carriers to be paid by dealers are as follows:**

1. After hours delivery \$350
2. Charges for time trailer is required by dealer to remain at the point of delivery beyond four (4) hours \$100/hr.
3. Requirement that skids be packed for specific floor or area delivery 5% of freight invoice
4. Loading trailer in a specific manner. No extra charge

Compatico will review any other non-standard packaging or shipping requests.

For orders of less than \$15,000 and for parts orders not meeting "full system" qualifications, the price will be quoted FOB factory and will be paid by the dealer. If the dealer has a preferred freight carrier, it should be indicated when the order is placed. Orders will be shipped as close as possible to the approximate shipping date designated on the order acknowledgement. Under no circumstances shall COMPATICO be liable for delay in shipment or delivery of the order or for damages that result from such delay.

**Customer Request for Delayed Shipment:** If the dealer requests that Compatico delay the shipment of an order, after the order has been in the production cycle over 5 working days, Compatico will try to accommodate. However, the dealer will be assessed any and all storage charges as a result of the delay. In all cases, the order will be completed, billed and stored at dealer expense either in Compatico facilities or by designated freight line.

**Redelivery of Freight:** When redelivery of merchandise is required because the customer is unable to accept the merchandise and no notification of this fact was given to COMPATICO at least two weeks prior to the scheduled ship date, the actual cost for freight, rehandling and warehousing, plus a 10 percent freight surcharge, will be billed to the customer.

**Transit Damage:** All merchandise is packed in an approved manner. Inspect all merchandise immediately. If a carton is or appears to be damaged, do not unpack it. Call the carrier for immediate inspection. Notification of concealed damage must be made to the company delivering the goods in writing within the time period allowed by the freight company for making such claims. Title to the goods and risk of loss pass to the buyer once COMPATICO or its vendors delivers its goods to the carrier. Marking specific damage/shortage notes on the bill of lading at delivery before the driver leaves is your best insurance.

#### **CANCELLATIONS/RETURNS**

No merchandise will be accepted by COMPATICO for exchange or credit without our expressed written consent before return shipment is made. All freight charges on returned merchandise must be prepaid. COMPATICO will not accept freight collect shipments.

#### **PRODUCT DESIGN**

COMPATICO reserves the right to make changes in design and construction and discontinue products without prior notice. All dimensions shown are considered to be approximate. Any panel runs of more than 72" must be reviewed with Compatico Project Managers to assure proper support. Please read the respective products installation manual, available online at [www.compatico.com](http://www.compatico.com), for complete panel stabilization guidelines.

#### **UL LISTING**

Compatico AO1, AO2, AOPolyPanel, CMW, and Genesis Systems and Electrical Accessories are UL listed to the standard for office furnishings, UL 1286, third edition, listing number 8R55. This listing includes fabric covered hard surface, fabric covered acoustical and fabric covered tackable/acoustical panels. All system panels meet ANSI-BIFMA structural standards.



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### FORCE MAJEURE

Compatico shall not be liable for failure to perform due to strike or any other labor difficulty, terrorist acts, government action to terrorist acts, embargo, or any other act of any governmental authority, fire, flood, act of God, energy shortage, wrecks or delay in transportation, inability to obtain labor, materials, or manufacturing facilities from usual sources, failure of supplier to meet their contractual obligations, any act of the purchaser, or due to any cause beyond its reasonable control. In the event of delay due to any such cause, Compatico reserves the right to extend the date of delivery or completion by a period of time reasonably necessary to overcome effect of such delay, to allocate any available supply of goods in a manner it considers reasonable, or to cancel any purchase order.

### LIABILITY

Compatico, its dealers and subcontractors, suppliers, or other of its contractors shall not be liable in tort (including strict liability and/or negligence), contract, or otherwise for direct, indirect, incidental, or consequential damages, including but not limited to damages or loss of other property or equipment, loss of revenue or profits, or loss of use of equipment (including added expenses of using existing facilities). The remedies set forth herein are exclusive, and the liability of Compatico with respect to any contract or anything done in connection therewith, such as the performance or breach thereof, or from the manufacture, delivery, sale, resale, or use of any product covered by or furnished under the order, whether in contract, in tort (including strict liability and/or negligence) or otherwise shall not exceed the price of the product or part on which such liability is based.

### CODES

Compatico Systems Furniture is considered as portable furniture, subject to local fire and building codes. Installation and use of the furniture in accordance with all local, applicable codes is the responsibility of the customer.

### LIFETIME WARRANTY

Compatico warrants to the original purchaser that this product will be free from defects in materials and workmanship from the date of original delivery, subject to the terms and conditions of this Lifetime Systems Warranty (“Warranty”). This Warranty is not transferrable. Compatico’s obligation and the purchaser’s sole remedy pursuant to this Warranty are limited to repair or replacement, at Compatico’s option, FOB Compatico’s headquarters, of replacement parts which prove, under normal use, to be defective. No person, firm, or corporation is authorized to assume for Compatico any other liability in connection with COMPATICO products. Customer will receive credit for returns of defective product only after the defective product is received by COMPATICO. This Warranty applies to all Compatico Systems, except as noted at right:

### Exceptions:

- **Fabric:** Compatico fabrics have a 3-year warranty.
- **Electrical:** Compatico electrical products have a 5-year warranty.
- **Moving parts:** Moving parts, which include glides, suspensions, casters, and keyboard mechanisms, have a 5-year warranty.
- **COM Material:** The warranty does not apply to Customer’s Own Material-i.e. material specified by buyer that is not a standard Compatico product offering such as fabrics specified and purchased by buyer.
- **Seating:** Compatico warrants certain components of its chair(s) as follows; non-moving metal components, swivel and tilt mechanisms, pneumatic cylinders, casters, base, and all wood and plastic components for 5 years, and upholstery materials for 2 years. All chairs maximum capacity, 250 lbs. unless otherwise specified. Leather is not warranted against routine scratching and scuffing, as leather is subject to minor blemishing during use. Tufted buttons are not covered under this warranty. The purchaser is responsible for any initial minor assembly, cleaning and lubricating the chair, inspection to be certain that the hardware is securely fastened a, and that



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there are no loose or missing parts, cracks, broken welds, or general instability. Chairs that are damaged or appear unsafe should be removed from service. For care of the coverings(leather, cloth, or vinyl), dust regularly if needed, wipe clean with a mild solution of warm soapy water, do not saturate, wipe dry. Do not use polish, wax, or saddle soap. If any chair component proves to be defective in materials or workmanship, Compatico will provide replacement parts or replace the chair at its option; if the model you purchased is no longer available, Compatico may replace it with a similar model as determined by Compatico. (in no event will Compatico be liable for any incidental or consequential damages, or for any loss or injury to person or property resulting from the manufacture, sale and/or use of the chair.)

### Warranty Limitations

THERE ARE NO WARRANTIES EXCEPT AS EXPRESSLY SET FORTH HEREIN, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. COMPATICO'S LIABILITY WITH RESPECT TO ITS PRODUCTS SHALL NOT EXCEED THE OBLIGATION TO REPAIR OR REPLACE DEFECTIVE PRODUCT EXPRESSLY SET FORTH ABOVE, IRRESPECTIVE OF THE THEORY UPON WHICH ANY CLAIM MIGHT BE BASED INCLUDING BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, OR STRICT LIABILITY. UNDER NO CIRCUMSTANCES SHALL COMPATICO BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

This Warranty does not apply to damages resulting from shipment, storage, accident, alteration, misuse, assembly or installation, including (but not limited to) unsupported worksurfaces more than 60 " in length that do not have a correctly placed worksurface support spanner . All claims under this Warranty must be authorized in writing by COMPATICO prior to repair or replacement of products.

### ORDERING PROCEDURE

For Compatico to provide optimal "Customer First Service" use this checklist as a guide to prepare orders:

- Billing and shipping addresses included
- Freight carrier preference
- Discussed terms with COMPATICO Associates
- Panels
  - Model numbers, quantities, etc.
  - Fabric type and color
  - Panel trim type and color
  - Base cover trim color, model number, quantities, etc.
- Connectors - part numbers, quantities, color, etc.
- Electrical - part numbers, quantities, etc.
- Worksurfaces
  - Laminate
  - Edge detail and color
  - Grommet option
  - Supports - part numbers, quantities
- Storage
  - Part numbers, quantities
  - Color
  - Flipper door fabric (if applicable)
- Accessories - part numbers, quantities, etc.

### LEAD TIMES

The specialty of Compatico's "Customer First Service" is to meet short delivery times when necessary. Normal shipping lead-time is 15 working days from date of order confirmation...unless otherwise agreed upon in writing. COMPATICO will quote lead time upon request and will use its best effort to obtain delivery within quoted lead times. However, COMPATICO will not be responsible for any damage caused by late delivery. Normal shipping lead-times are for standard product; please refer to Compatico's current Price List Catalog for standard finishes, sizes and fabric selections.



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### GSA INFORMATION

Compatico holds a contract with the General Services Administration.

It is under:

71-1 Office Furniture

FSC 7110

Contract # GS28F-027S

To supply a GSA customer with office systems contact our customer service department or go to our Web site for more details.

### CONTACT INFORMATION FOR ASSISTANCE OR QUESTIONS

Customer Service . . . . .800.336.1772

Fax . . . . .616.950.1040

Web Site . . . . .www.compatico.com

### MARKETING MATERIAL

Brochures: Compatico will furnish the dealer color brochures of each product line and sufficient quantities of Price List Catalogs for its sales and purchasing departments.

**Compatico Dealer Information Binders:** Compatico will furnish the dealer with a Dealer Information Binder for its library. That binder will include:

- 1) Brochures on each product line
- 2) Information about Compatico, Inc.
- 3) Dealer Programs
- 4) Brief Installation instructions
- 5) Price List Catalog
- 6) Paint finish samples
- 7) Fabric card (s) based on limited availability
- 8) Information also available at [www.compatico.com](http://www.compatico.com)

### SHOWROOM DISPLAY SAMPLES

The purpose of the Compatico Office System Display Program is to provide wider awareness of the quality of Compatico office furniture systems. It gives dealers an affordable way to put the system(s) in front of their customers so they can see and feel the product and then make a comparison to higher priced products. The process for obtaining a Compatico office furniture system for a display is simple and affordable:

1. Contact your Compatico Sales Representative or call the Compatico home office at 800-336-1772.
2. Choose any Compatico office furniture system(s) with any add-ons offered by Compatico in any desired configuration.
3. A dealer may obtain up to one workstation in each of the above- mentioned systems under the Compatico Office Systems Display Program.
4. The workstation(s) will cost 75% off of list price; freight costs will be shared.
5. Each workstation may have a total net cost of up to \$1,500 per workstation.
6. Dealers may obtain workstations for displays costing over \$1,500 net by paying their normal discount for any amount above \$1,500.
7. Terms for purchase will be payment in 90 days with approved credit. Dealers who purchase \$40,000 or more (net price) of Compatico systems within 180 days of the purchase of the display will have the full purchase price of the Compatico Office System Display credited to their account (up to \$1,500). For dealers who have more than one system on display, each additional \$40,000 of purchases within the 180 day time period will provide an additional credit per system.