Terms and Conditions

SAUDER® WORSHIP SEATING

CONTACT INFORMATION

Please contact Sauder Worship Seating with questions or for assistance.

Sauder® Worship Seating
930 W. Barre Road
P.O. Box 230
Archbold, OH 43502-0230
Phone 800-537-1530 | Fax 419-446-4945
sauderworship.com

Sauder Worship Seating is a brand of Sauder Manufacturing Co.

DEFINITIONS

In these Terms and Conditions, unless inconsistent with the context or subject-matter: "Company" means Sauder Manufacturing Co., its subsidiaries, servants, employees and agents; "Purchaser" means the party described as purchaser; "Goods" means the items which are described as goods on the Order Acknowledgement.

GENERAL TERMS

AUTHORIZED PURCHASERS

Possession of these terms and conditions, product information and/or price list does not imply the right to purchase products illustrated and priced therein. Sales are confined to accounts with credit approval only. A minimum of 30 percent down payment is required on all orders until credit is established.

APPLICABLE LAW

The Contract shall in all respects be construed in accordance with and governed by the substantive laws of the State of Ohio, without reference to its choice of law rules.

GOVERNMENT REGULATIONS

Purchaser shall comply with all applicable governmental laws, codes, and regulations, including building and fire codes applicable to this purchase and including design, type of material and installed arrangement thereof.

PRICES & PAYMENT TERMS

PRICES

Published prices are list, FOB Destination, per zone destination. Prices do not account for special delivery situations including dedicated delivery appointments, multiple drops on site per shipment and multiple shipments per order that could be accommodated by one delivery. Additionally, prices do not include the following, which are the responsibility of the Purchaser:

- Dedicated delivery appointments
- Lift gate
- Charges for cartons, packaging, and crating, beyond the normal company shipping methods
- Storage or insurance claims
- Sales and other taxes
- Local delivery, uncrating, and installation

Prices on order acknowledgements are net. Company reserves the right to change prices prior to order acknowledgement without notice. Company reserves the right to increase prices by one-half percent per month, or any part thereof, if Purchaser delays delivery of the furniture in excess of 12 weeks beyond the approximate delivery time specified on the original order.

PERFORMANCE BONDS

If a bond is required the cost shall be 1% of the total Contract. If a bond is not specifically listed on the Contract it is not included. If a bond is purchased, the bond will only cover substantial completion of the project plus one year of the warranty period.

TAXES

All sales are subject to sales tax unless a valid sales tax exemption certificate or, resale certificate for the ship-to state, accompanies the order.

INVOICING

Product will be invoiced at the time of shipment, or as designated by the order acknowledgment. If a partial order is shipped and a backorder is created, Purchaser will be invoiced for the portion that shipped.

TERMS OF PAYMENT, SECURITY INTEREST AND LIEN RIGHTS

Credit will be established based upon Company's determination of credit worthiness. A deposit or prepayment may be required on certain accounts after credit review. Credit terms are 30 days net from date of invoice and/or as designated by the order acknowledgement. Company may cancel or change credit terms at its discretion and may request advance payment at any time. No order will be released for production without a credit approval from the Credit Department. Company may at its option, and without notice, raise or allow charges in excess of any credit limit granted. The purchaser understands and agrees they are responsible for all charges on the account. All payments due to Company shall be paid without any set-off or claim.

Purchaser agrees to pay a service charge of 1.5 percent per month or as allowed by law on all past due accounts. A past due account is an account that remains unpaid for more than thirty (30) days. Until such time that an account and/or an order is paid in full to the Company, Company shall retain a security interest in and lien on all materials, merchandise, furnishings, and/or goods manufactured, provided, delivered or otherwise on said account and/or order. Company reserves and may exercise any and all rights and remedies with respect to said materials, merchandise, furnishings, and/or goods against the Purchaser and/or any individual or entity in possession of or claiming an interest in said materials, merchandise, furnishings and/or goods, including but not limited to demanding assembly of the goods at the direction of Company, re-taking possession and selling and applying proceeds of any sale toward the account, and/or filing suit. All charges are payable according to these terms and conditions unless otherwise prearranged and agreed to in writing by Company.

Purchaser agrees that any lawsuit to enforce the rights and/or obligations of the parties in this relationship must be brought in the State of Ohio, County of Fulton and no other forum. In addition, should the parties be required to instigate litigation, purchaser shall be responsible for collection of agency fees, court costs, reasonable attorney fees incurred by Company and prejudgment interest as set forth above.

TITLE & RISK

Title to all Goods shall pass from Company to the Purchaser upon Company's receipt of payment in full under this Contract or any change thereof.

Risk of loss or damage to the Goods becomes the responsibility of the Purchaser upon delivery. Unless otherwise specified in writing, Company will determine the method of shipment and carrier. If products are shipped via the Purchaser's choice of carrier, Company is not responsible for damage in shipment.

The Purchaser will insure the Goods against all insurable risks in the name of the Purchaser and also in the name of Sauder Manufacturing Co. as the unpaid vendor for their full insurable value.

ORDERING & LEAD TIME

ORDERING

A signed purchase order or contract received via mail, fax or email is required before an order is processed. In addition, credit applications, credit references and/or advance payments may be required for newly established accounts. Orders are not scheduled in production until all details are received.

Initials_____

ORDER ACKNOWLEDGEMENT

Orders are not binding until the order acknowledgement is delivered. Any error or discrepancy on the acknowledgement must be reported to Company in writing within three (3) working days from the receipt of the acknowledgement. All modifications to the acknowledgement must be reconfirmed and signed by the Company. Cashing a down payment check does not constitute acceptance.

The Company's Terms and Conditions will serve as the final expression of the agreement between Purchaser and Company, and supersedes all prior oral and written statements regarding the order.

Any proposal for additional or different terms, or any attempt by Purchaser to vary in any degree any of the terms in buyer's acceptance is hereby objected to and rejected.

CHANGE ORDERS

The order as shown on the Order Acknowledgement can be modified only by a written communication or reconfirmation signed by Company.

Company may, at its discretion, accept reasonable change orders with the following conditions:

- The request for change must be submitted in writing and received before order specific parts have been purchased and/or the manufacturing process has begun.
- Changes may be subject to additional charges for material, labor, restocking, and administrative costs.
- Changes may result in an extended delivery date.

CANCELLATIONS

Any deposit made with respect to the order is non-refundable. The Company reserves the right to cancel any order, with notice to purchaser, due to breach of obligation or contract. Additionally, if an order is cancelled after order specific materials have been purchased and/or production has started, the purchaser will be responsible for the cost associated with those materials or production. Any Customer's Own Material (COM) supplied will be returned "as-is", this applies to any fabric that has been cut, wood parts with a finish applied, and all laminates. A cancellation or restocking charge of 1/3 of the net sale is applicable on orders cancelled.

LEAD TIME

Lead times will vary based on specifications chosen and available manufacturing capability. Consult your authorized sales representative or the home office when placing your order to determine estimated ship date.

DRAWINGS

The drawing(s) are a key component in determining final quantities and layouts for Goods requiring installation. The Final Signed Drawing shall be considered a legal and binding part of the Contract. Changes to the Final Signed Drawing can only be made through written communication to the Company or reconfirmation signed by Company. Changes requested may incur additional costs and/or delivery delays.

CUSTOM PRODUCTS AND MATERIALS

All nonstandard designs and materials are subject to a surcharge; contact Company for approval and pricing. The use of nonstandard designs and/or materials may cause extended delivery times and reduced warranty coverage.

CUSTOMER'S OWN MATERIAL

Company reserves the right of preliminary approval for all COM, prior to order acceptance. Even after such preliminary approval, Company reserves the right to reject COM if, upon physical inspection of the material, it proves unacceptable for use on Company products. When COM is accepted, Company assumes no responsibility for appearance, durability, color fastness, or any other quality after it is upholstered on a Company product.

Orders with COM are not scheduled into production until all materials are received and inspected. At Company's discretion, additional yardage, labor charges, or handling surcharges may be required as a condition of COM acceptance. COM delivered to Company without proper identification can be refused, and Company shall have no responsibility for loss or any other claims.

Initials_____

PRODUCT DESIGN, COMPLIANCE & SAFETY

PRODUCT DESIGN

Company reserves the right to make changes in design and construction or discontinue products without prior notice.

COMPLIANCE

Products offered by Company do comply with the requirements of local, state and national fire codes. The products offered as a base are manufactured with any resilient filling materials and textiles in compliance with California Technical Bulletin TB117-2013. However, any verification of compliance of COM materials with TB117-2013 is the responsibility of the person specifying the COM material.

Many of the products offered, if ordered or specified to comply with CA. TB133, can be produced to comply with this standard. See Price Book for CA. TB133 product availability and any additional item up-charge. Additional fabric may be required to comply with CA. TB133, please contact Company for yardage requirements.

CALIFORNIA AIR RESOURCES BOARD (CARB) COMP.

Products offered do comply with the Air Toxic Control Measure (ATCM) 93120 Phase 2, from the state of California.

GREENGUARD® CERTIFICATION

Company has achieved GREENGUARD® Certification. GREENGUARD certified products are certified to GREENGUARD standards for low chemical emissions into indoor air during product usage. For more information, visit ul.com/gg or contact Company for a complete list of all our GREENGUARD certified products.

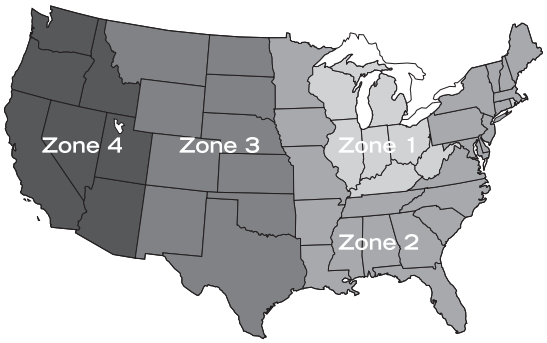
SAFETY

Company does not warrant that row identification lighting for Auditorium Seating supplied by it is suitable for illuminating stairs and/or trip hazards. The Purchaser acknowledges that it will indemnify Company against any claims that may be made against it, arising out of a Purchaser's reliance upon row identification lighting for illuminating stairs and/or trip hazards.

FREIGHT & DELIVERY

FREIGHT

Unless otherwise arranged in writing, all Company shipments are made on a site-to-site basis (back of trailer). Unless otherwise specified in writing, we will determine the method of shipment and carrier. If cartons are required, there will be an additional charge of $0.30 per pound. All weights and dimensions provided in product literature are approximate. See map below for zone identification within the continental United States. Contact your authorized sales representative for pricing in Alaska, Hawaii and outside the United States.



MINIMUM SHIPPING AND HANDLING CHARGE

Orders that weigh less than 200 lb. will require an additional shipping and handling charge. See the chart below to determine the net charge based on total order weight. Prices are net.

	0-10 lbs	11-20 lbs	21-50 lbs	51-100 lbs	101-199 lbs
ZONE 1	$20	$40	$60	$80	$100
ZONE 2	$25	$50	$75	$100	$125
ZONE 3	$30	$60	$90	$120	$150
ZONE 4	$35	$70	$105	$140	$175

DELIVERY

Company shall not be liable for delays in delivery of furniture caused by fire, strikes, weather or from causes beyond its control.

An on-site delivery date will be established once all details needed for production and installation (if applicable) have been received. Delivery of Goods may be separate from commencement of installation.

The delivery price submitted is based with the understanding that there shall be appropriate access to the site free of any hindrance whatsoever, timely access to the site and adequate space to unload the Goods. In the event that the site is not fully ready as described previously at the time of delivery, the Company reserves the right to charge and collect additional fees to cover any additional costs incurred.

The Goods may arrive in cardboard boxes. Unless otherwise specified, it is the Purchaser's responsibility to arrange for the disposal of the boxes.

STORAGE FEES

If Goods are ready for shipment according to the terms of the order acknowledgement or subsequent change order, and the Purchaser cannot receive as stated, the Goods may, at our discretion, be shipped to storage facilities, or put in storage at the Purchaser's expense. The Company reserves the right to deny storage of the Goods due to lack of available space. Storage fees are 2% of purchase price per month. These charges can, at Company's option, be added to the order total amount due or invoiced separately and issued monthly. If invoiced separately, it is required to be paid before shipment. All risk of damage, destruction, theft or loss while in storage shall be the responsibility of Purchaser.

INSTALLATION (if applicable)

Pricing is based upon Company installation. Union labor or prevailing wages are not included unless noted otherwise. If Union labor or prevailing wages are required, Purchaser will be responsible to arrange for labor and cover costs. Company will provide a supervisor to instruct the labor arranged for by Purchaser.

Purchaser accepts responsibility for the safety of all persons except Company representatives on the premises where Company performs delivery and/or installation and, accordingly, Purchaser shall also defend and save Company harmless from all claims from persons injured on the premises where delivery and/or installation is performed.

Installation contract price is based upon full building access for installation to begin upon on-site delivery. If building is not ready for installation, or if delays are caused by other trades on site, additional costs may apply. These additional costs may include, but are not limited to: any additional handling charge, additional expenses, insurance or any other proper expense incurred by Company. Cost for down-time or additional labor is $45 per hour, per person. If site conditions will cause a substantial delay,installer may leave the job site, installation will be re-scheduled and Purchaser is responsible for the return-trip fee for the install crew.

If additional labor, time and/or additional or different materials are required due to floor condition issues including but not limited to sub-standard flooring base (see "Floor Condition Requirements" section for details), porous concrete, expansion joints in concrete slab, incorrectly located electrical conduits or junction boxes set in the floor area, problems with the floor surface or any other problem as a result of construction, then the cost of such additional labor and material shall be the Purchaser's responsibility. Should heavy reinforcing be encountered in concrete floor structures and specialized equipment is needed to enable proper installation, the cost of such equipment shall be borne by the Purchaser.

Site requirements for installation include, but are not limited to: Permanent power turned on and available through outlets, permanent lighting hung & working, floor covering complete, wall and ceiling work complete, other trades out of area, all debris and scaffold removed from room(s) where furniture is to be installed, free and clear access to the building.

FLOOR CONDITION REQUIREMENTS FOR PRODUCT ANCHORING

Concrete Floor Criteria:

- Concrete is to be a minimum of 3000 PSI compressive strength (28 day) and have a density of not less than 150 lb. per cubic foot
- Surface shall be smooth and flat to within a maximum of ±1/8" over 60" measured with a straight edge.
- Risers shall be plumb to ±1/8 over 60"
- Floor mounted seating will require 3" thick concrete with minimum 1 ¾" impediment free anchor installation zones at mounting locations
- Riser mounted seating will require minimum 4" thick concrete with minimum 2 ½" impediment free anchor installation zones at mounting locations

Wood Floor Criteria:

- One piece or composite structural ply floor of 1 ½" thickness

RETURNS & CLAIMS

RETURNS

No merchandise may be returned to the Company without prior written consent from Company, and any returns must be in accordance with Company's shipping instructions. If approved, returns for reasons other than valid warranty claims will be subject to shipping and handling charges, and must be made, FOB the Company. In addition, restoration and restocking charges may be charged to Purchaser.

DAMAGE CLAIMS

Freight terms are F.O.B. Destination. Risk of loss, damage or destruction from and after delivery is the responsibility of Purchaser it being agreed and understood that loss, damage or destruction of goods from and after delivery does not relieve the Purchaser of its payment obligations to Company.

Purchaser is advised to inspect the shipment and note any damage on the bill of lading. Notification of damage discovered after delivery must be given to Company within 10 days immediately following delivery.

When products are shipped via the Purchaser's choice of carrier, Company is not responsible for damage in shipment. Purchaser should carefully inspect all items at time of delivery and note any obvious damage on the delivery receipt. For the Purchaser's protection, such obvious or subsequently discovered concealed damage must be reported in writing to the carrier in accordance with applicable regulations and time limits. Company does not assume any responsibility for damage that occurs during storage.

OTHER CLAIMS

All claims against Company other than valid warranty claims, including claims for shortages and errors, must be made in writing within 10 days after delivery. The facts on which the claim is based must be directed in writing to the warranty service coordinator. Failure to make any such claim against terms and conditions to the Company within such 10-day period shall constitute acceptance of the merchandise and waiver of any such shortages, errors, or other claims of any type or nature. The cost of field repairs or adjustments, performed by any non-company personnel, will not be reimbursed unless previously authorized in writing by Company.

Signature _____ Title _____ Date _____