

terms and conditions

WARRANTY

EKO seating products are guaranteed to be free from defects in design, material, and workmanship, given normal use and proper care, for 10 years of single-shift service with the exceptions below. This warranty does not apply to components not manufactured by EKO including textiles, which are subject to the specific warranties of those manufacturers, if any. Textile (fabric, leather, vinyl, or any other covering material) suppliers do not guarantee their products for durability and color fastness, and nor does EKO. Casters, foam padding, mechanical and electrical components have a warranty of two years from the date of purchase. The EKO warranty does not apply to COM specified materials, damage caused by a carrier, or variation in wood finishes due to natural wood color variation. EKO cannot be held responsible for variations in fabric in dye lots from order to order. All fabric is carefully inspected when it is received, but a degree of variation in color should be expected. Repair or replacement of any defect covered by the EKO warranty will be made at no charge to the original purchaser during the warranty period. This warranty policy does not apply to defects resulting from negligence, misuse, alteration, improper cleaning, stains, or accidents. EKO's judgment will be final in all matters concerning the condition of the furniture, the cause or nature of the defect, and the necessity or manner of repair. This warranty applies to products sold to the original purchasers acquiring our products through authorized dealers, directly from EKO or from others specifically authorized to sell our products. Seating products intended for 24 hour usage or high traffic areas receive a warranty of 3 years from date of purchase.

CUSTOMER SATISFACTION

It is the primary goal of EKO and our team to ensure the complete satisfaction of our customers with our products and performance. If a problem arises with an EKO product after the expiration of the limited warranty period, EKO will exercise its best efforts to achieve the satisfaction of the customer in a manner that is fair to all concerned.

TERMS AND CONDITIONS

Net 30 days. All applicable sales taxes are extra. Distribution of this price list does not in itself constitute an offer to sell. Orders can be received only from authorized EKO dealers. Acceptance of any order and terms of sale may be established at the discretion of EKO. Deposits are required from new accounts as well as on large or special orders. EKO reserves the right to discontinue designs, or to change designs, construction, prices, or materials without notice.

ORDERING AND ORDER ACKNOWLEDGEMENTS

Please email all orders to sales@ekocontract.com. You will receive an order acknowledgement, with ship date or terms of purchase, within 24 hours of order notification. This email is for incoming orders only.

To make your purchase experience with EKO the best possible, make sure your purchase order is complete. Many times our products are not ordered complete. Orders with missing finish colors, laminate colors, incorrect pricing, and options not matching descriptions will be returned to clients and must be revised with corrections and resent to EKO before an order is placed. See product price list for ordering instructions and please double check your order prior to sending.

Each order will be acknowledged via email or fax. This acknowledgement is the final agreement between EKO and the customer, superseding all previous communications regarding the purchase order. Where there is a discrepancy on a purchase order between the product code and a description, EKO will make every effort to resolve the discrepancy, but will be ruled by the product code ordered. Please check all acknowledgements for accuracy, and advise EKO of any discrepancies with a purchase order.

If you have not received an order acknowledgement after 24 hours, please contact brandi@ekocontract.com for further assistance.

ADVANCE SHIP NOTICE

After shipment is made, each order will receive an Advance Ship Notice (ASN) via email or fax. You will receive a PDF of the signed bill of lading containing ship date, pro number, and carrier. Invoices are also sent along with the ASN. Hard copy invoices can be mailed upon request.

IN-GRADED FABRIC PROGRAM

EKO in conjunction with ArcCom, Architex, CF Stinson, DesignTex, Helvetia, Knoll, Maharam, Mayer, Momentum, Spinneybeck, and UltraFabrics offers their textiles in our online database for accurate in-graded pricing. To see textiles, refer to the supplier's website or binder. Lead-time for chairs upholstered with in-graded fabrics are subject to availability of the actual fabric selected. While these suppliers generally have a consistent record of filling orders promptly, there may be temporary conditions affecting availability. Furthermore, patterns from this group may be discontinued at any time. Fabric will be orientated on the product according to our best judgment, unless we are given specific instructions on the direction of the textile.

EKO CUSTOMER CARE HOURS

Please note customer care hours are:
8:30 AM to 5:00 PM EST Monday-Thursday
8:30 AM to 2:00 PM EST Friday
1.866.814.8EKO phone
1.615.676.4861 fax
brandi@ekocontract.com

CANCELLATION

A cancellation can be made only by expressed agreement with EKO. A cancellation fee will be incurred on all orders not cancelled within 48 hours after receipt. Fees are based on percentage of order completed, i.e. fabric ordered, shipping charges, etc.

DIMENSIONS

Dimensions are in inches and approximate, and subject to change without notice. Contact Customer Service if dimensions are critical.



866 814 8356

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BLANKET WRAPPING

EKO will blanket wrap seating orders at a customer's request. Please indicate on your purchase order and contact Customer Service. This option is available to onsite deliveries in full truckloads only and is an extra charge. Please contact customer service for quote.

STORAGE POLICY

We will store product at our warehouse for up to 3 days at no charge. Any order requiring storage beyond 3 days may be subject to a storage fee of 1% of the total net order. Order postponements must be received in writing at least 2 weeks prior to shipment.

STORAGE CHARGES

EKO reserves the right to assess a nominal storage charge if a customer does not accept shipment of an order within a week of the ship date.

CUSTOM CAPABILITIES

A portion of our business involve some type of custom work, and we invite our customers to make use of our capabilities. These include:

- 1) Customization of standard size products
- 2) Custom finishes

Custom orders require additional production lead times. Contact Customer Service for more information.

DAMAGED SHIPMENTS

All EKO product is carefully inspected, protected with well-engineered packaging. All shipments leave the factory in good condition. Do not refuse merchandise damaged in transit, as EKO is not responsible for damage to goods which occur in transit or storage. **It is the purchaser's responsibility to examine the goods upon receipt and to file any claims with the carrier.** Any damage or shortage should be noted on the bill of lading. The delivering carrier may not accept responsibility for shortages or damages if signed for "clear". Notification of concealed damage claims must be made to the delivering carrier within 5 days after delivery. All cartons must be available for inspection. Carrier liability ceases after 5 days and neither EKO, nor the carrier, will be responsible for concealed damages if shipments are left unopened.

RETURNS

No merchandise may be returned without EKO's prior written consent. In the event of an authorized return, a Return Merchandise Authorization (RMA) number will be issued, and a restocking charge will apply. Return transportation charges must be prepaid. Unauthorized returns will not be accepted and will be returned freight collect. All merchandise being returned must be properly packaged in its original or comparable replacement packaging to ensure protection of the product during handling and transportation. Returns on orders duplicated by the customer must be received in their original packaging to be accepted.

RETURN MERCHANDISE AUTHORIZATION

EKO's written authorization, in the form of a RMA number, must be obtained prior to incurring charges of any kind if EKO is expected to pay these charges. This includes authorization for field repairs and replacements, installation and delivery charges. EKO reserves the right to have its representative inspect product related to any request for such authorizations, prior to that authorization being provided. Deductions from invoices paid for any charges to EKO, without prior written authorization in the form of an RMA, will not be accepted. Digital photography may be required to complete the RMA process.

CARE AND MAINTENANCE

Wood Finishes

There are several steps that can be taken to protect and prolong the life and beauty of the finish. Dust only with a clean, dry cloth, going with the grain. Clean any marks with a damp cloth, using a small quantity of mild soap or detergent. Do not use any wax-based polish, spray or silicone. Eventually, a film will build up and discolor the top. Do not place your furniture in a position of permanent exposure to direct sunlight.

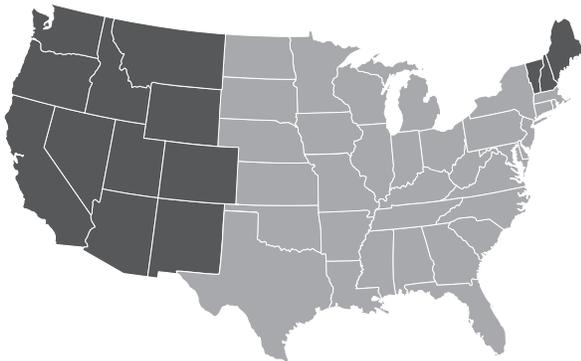
Fabric Upholstery

Professional upholstery cleaning is recommended.

FREIGHT PROGRAM

All shipments are F.O.B. factory and freight prepaid to one continental United States destination (excluding fuel surcharges.) EKO reserves the right to select the most appropriate F.O.B. point carrier, and routings on all shipments. Normal deliveries are "dock to dock" basis. No customer pick ups allowed without written authorization. All pricing shown includes freight prepaid for orders over \$8,000 list. You must add a \$225 net freight charge per order if list price is less than \$8,000.

The following states include freight prepaid for orders over \$12,000 list and a \$350 net charge for all orders below \$12,000 list: WA, OR, CA, NV, AZ, NM, CO, UT, ID, MT, WY, ME, VT, NH.



Note: If purchasing from any state located in the light area and shipping to any state located in the dark area, you must use the freight policy defined for the dark area described above. Example: Orders purchased in North Carolina and shipping to Nevada that are over \$12,000 list price qualify for free freight. Orders below the \$12,000 threshold must add a net freight charge of \$350 per order.

Additional charges: Residential delivery charge, inside delivery and installation services are not included in the pricing shown. These charges will be prepaid and added to the net invoice. *EKO reserves the right to apply freight surcharges at any time due to market conditions or other factors beyond EKO's control.*