

Terms and Conditions of Sale

Terms

izzydesign's standard purchase terms are Net 30 days from the date of the invoice with approved credit. Other terms and conditions that apply are cited in izzydesign's Standard Terms and Conditions of Sale. Items are invoiced at shipment. In the case of multiple shipments, items may be invoiced separately. All transactions are in U.S. dollars. All products may ship with standard freight prepaid by izzydesign within the 48 contiguous United States.

Sales and use taxes

Each purchaser is responsible for collecting and remitting any and all applicable sales and use taxes.

Order procedure

All orders must be in writing. Send purchase orders to:

izzydesign
One Industrial Park
Belton, TX 76513

Fax to 800.831.9821

You can also e-mail to
customersupport@izzydesign.com

Please specify all required options when ordering. This will help to reduce any misunderstanding and assure your order is entered in a timely manner. When you receive an order acknowledgment from izzydesign, please check it carefully against your original order to be sure all items have been properly acknowledged. Please refer to our acknowledgment number when corresponding about a specific order so that we can give you accurate information on your order. izzydesign is not liable for orders that cannot be accurately fulfilled due to incomplete or inaccurate information being supplied by you or someone acting on your behalf.

All orders and order changes made with izzydesign must be in writing and may be subject to a cancellation fee of up to 50%.

Returned goods

Each izzydesign product is custom made to our customer's desired specifications and therefore is not returnable. Any exception must have prior written approval from izzydesign and will incur up to a 50% restocking fee. Call izzydesign Customer Support at 1.866.499.9968 to request a return authorization. Approved returned goods must be shipped freight prepaid by the customer to izzydesign. Collect shipments will be refused and any associated freight costs will be the responsibility of the customer. Upon approval by izzydesign, credit will be given for the original price of the product less any restocking fees (up to 50% of the original purchase price).

Cancellations

Cancellations received 7 to 10 days prior to the scheduled ship date will be subject to a cancellation fee of up to 25%. Cancellations received less than 7 days prior to the scheduled ship date will be subject to a cancellation fee of up to 50%.

Product enhancements

izzydesign reserves the right to implement minor design changes/modified parts to products through a running change without notice.

Shipping instructions

Our February 1, 2007 pricebook is for delivered pricing under normal dealer terms and conditions, FOB origin. Freight is prepaid on orders of \$2,500 net or more and allowed for regular ground transportation to a single destination within the 48 contiguous states. On orders less than \$2,500 net, a freight charge of \$38 will apply. Legal title of merchandise passes to the buyer upon acceptance by the carrier. Please indicate the "Ship To" destination address on your purchase order.

Shipping product fully assembled

izzydesign can ship your seating order fully assembled when requested. Add \$60/list price per chair and indicate "Set-Up" on your purchase order.

Palletized freight

izzydesign will ship your order on pallets at an upcharge per your request. Contact Customer Support for more information.

Freight claims

All shipments are delivered to the transportation company in good condition, and our liability ceases thereafter. We will, however, give every possible assistance if shipments are received short or damaged if you follow the approved receiving method. If shipment is received short or damaged, the carrier should endorse freight bill or express receipt and the customer should immediately file a claim with the transportation company.

All common carrier freight claims are the responsibility of the product recipient.

izzydesign will do everything possible to replace the damaged goods, but the new order will be handled under regular terms and conditions. The customer must obtain credit for the original damaged goods/shortages directly from the freight company.

When filing a claim with the transportation company, several things should be kept in mind:

Be timely (within 15 days – beyond this, it is extremely difficult to recover costs). Check all cartons on site/time of delivery and note any damage/shortage on freight bill or express receipt, and then have carrier and customer sign freight bill or express receipt. When noting damage on freight bill or express receipt, be as specific as possible (include model number on label, position of damage, and any other information that will help the freight company verify the claim).

Save the carton.

Storage

All merchandise will ship upon completion of production. If customer is unable to accept shipment, izzydesign may transfer the merchandise to storage. All cost for storage and additional freight incurred will be the responsibility of the customer as well as the risk of loss or damage during storage. After 90 days, the order is deemed cancelled and regular terms and conditions of sale apply.

Intended use and safety notice

izzy seating products are designed for safe use under intended circumstances. Option configurations for customers should be specified by dealers based on guidelines set forth by izzydesign, the intended use of the seating and the workplace environment for the seating. izzy seating products should not be used to stand on, as a cart for transporting items or for any purpose other than seating one occupant. Under no circumstances should any mechanical or structural modification be made to izzy seating products without written instruction from izzydesign. Any such modification could result in injury. Customer should check all mechanical parts every 3 to 6 months. If any part of a chair, stool or control is broken, damaged, loose or missing, the chair should not be used. Casters for carpet must be used on carpeted surfaces only. If used on hard surfaces, including chairmats, chair stability will be affected and may result in personal injury. Stool kits are designed, tested and intended for installation on those izzy seating models specified in this price list. Improper specification and installation of stool kits and extension tubes will affect stability and could result in injury to the occupant.

Warranty

Limited lifetime warranty

izzydesign warrants the products sold by izzydesign and its subsidiaries to be free from defects in material and workmanship for the warranty periods under normal use detailed below. This warranty covers products sold and delivered for use within United States, Canada, and Mexico. This warranty is extended only to the first end-user of new products purchased for their own use, and not for resale, from izzydesign, its subsidiaries or its authorized dealers.

Normal use as defined under this warranty is wear and tear that occurs during a 40-hour work week (8-hour day) when the product is used by a person weighing 250 pounds or less. When products are subject to use that exceeds the normal use stipulated by this warranty, they are warranted for a period of 2 years from the date of purchase, in lieu of foregoing warranties.

Collections warranty

(includes Calvin, Clara, Edison, Evan, Jack, and Rylee product families)

Lifetime: Laminate worksurface and substructure; solid edge and edgeband

10 years: Soft edge; non-adjustable legs; Clara archival storage; Calvin archival storage (except tambour doors); Edison post and beam

5 years: Wood veneer worksurface; wood veneer file/drawer fronts; adjustable table mechanisms; adjustable table legs; Clara personal storage; Clara privacy screens; Evan privacy screens; tambour doors (Calvin); Edison privacy and storage; casters/glides and accessories

3 years: All electrical; upholstery; glass products

Seating warranty

(includes izzyseating; HÅG Seating and Superior Seating)

Lifetime: Structure and frame (izzyseating; Superior Seating); pneumatic lift (HÅG Seating only)

10 years: Structure and frame (HÅG Seating); control mechanism; pneumatic lift; base; arms and arm pads; HÅG H09 Tex Uni and Tex Stripe upholstery; HÅG H09 Inspiration mesh; Maxwell Flexweave mesh

5 years: Casters/glides; foam cushions; exposed wood; Paige mesh back; Catie flip-up mechanism; Isis Technogel® seat

3 years: izzytextiles; izzyknits; Maxwell seat pads

Seating extended use warranty

Extended use warranty upgrade is available on Ian. When product is specified with the extended use warranty upgrade (24H), the product is enhanced with heavy duty aluminum base, cylinder and casters. The warranty is defined as wear and tear that occurs during 24-hour use when the product is used by a person weighing 250 pounds or less (350 pounds on Bolero). Warranted time periods are as stated above with the exception of the pneumatic cylinder, which is 5 years. (Extended use warranty is standard on Bolero, HÅG H05, HÅG H04).

Replacement parts

Three years from the date of purchase from izzydesign, any of its subsidiaries or any of its authorized dealers.

Shipping warranty replacements/parts

Freight for all warranty shipments is prepaid and allowed for regular ground transportation to a single destination within the 48 contiguous states and Washington DC

Non-standard products

Non-standard products or product configurations are subject to warranty limitations.

Remedies

In the event of a defect in any product to which this warranty applies, then as the purchaser's sole remedy, izzydesign shall, at its sole option, repair such product, or replace with a comparable model of equal or higher value.

Limitation of liability

THE REMEDIES STATED HEREIN ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, AND IZZYDESIGN SHALL NOT BE LIABLE FOR ANY COSTS (INCLUDING LABOR COSTS TO REPAIR THE PRODUCT, OR TRANSPORTATION COSTS INCURRED TO RETURN THE PRODUCT TO IZZYDESIGN OR ITS AUTHORIZED DEALER), LIABILITIES, LOST PROFITS, LOSS OF GOODWILL, OR ANY OTHER GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED IN CONNECTION WITH THE PURCHASE OR USE OF THE PRODUCTS.

To obtain performance under this warranty, the defective product must be returned to izzydesign or one of its authorized dealers with the proof of original purchase. Prior written authorization must be obtained before shipping the product directly to izzydesign. izzydesign will provide the materials to repair the product free of charge, including transportation costs to the purchaser or dealer, when the product is returned to an authorized dealer for repairs.

The warranty is null and void if the product has been subject to abuse, misuse, negligence, accident, unauthorized modification, or if the customer fails to perform normal maintenance service on the product, which includes, but is not limited to, lubrication and cleaning, minor assembly and adjustment, and periodic operational checks. Normal wear and tear, natural variations occurring in wood, marble, and leather are not considered defects; izzydesign does not warrant the colorfastness or matching of the colors, grains, or textures of these natural materials or textiles. izzydesign does not provide any warranty for a purchaser's materials or other items incorporated or used in the products.

IZZYDESIGN MAKES NO WARRANTY OF FITNESS FOR PARTICULAR PURPOSE OR MERCHANTABILITY AND NO OTHER WARRANTY, WHETHER EXPRESS OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OR TRADE, OR OTHERWISE IMPLIED, SHALL EXIST IN CONNECTION WITH IZZYDESIGN FURNITURE PRODUCTS OR ANY SALE OF USE THEREOF.

COM – Customers Own Material

Customer's own material (COM) will be upholstered at Grade A pricing. All COM must be approved before it is accepted into production.

Approval Process

Send a 12 x 12 swatch of the COM along with a completed copy of the COM instruction form. Indicate on the form which model the COM is to be applied to along with all other information requested on the form. Gracie requires enough yardage to upholster a complete chair.

Send the form and sample piece to:

izzydesign
Attn: Customer Support/COM Testing
One Industrial Park
Belton, TX 76513

Once testing is complete, a Customer Support Representative will contact you with the results.

Shipping COM

Send all approved COM freight prepaid to:

izzydesign
One Industrial Park
Belton, TX 76513

Collect shipments of COM will not be accepted.

All receipts of COM must be marked with the customer's purchase order number or izzydesign's acknowledgement number. It's a good idea to attach a small piece of the COM to the purchase order when submitting the order. Excess COM will be disposed of after 30 days.

COM Policy

While we inspect fabrics for mill imperfections, some are difficult to recognize. We will not be responsible for defects, color inaccuracies, dye lot variations or other flaws. We cannot be responsible for the receipt of defective fabrics as we consider all COM to be first quality goods. It is not our responsibility to police the receipt on a COM in order to meet delivery deadlines, and we assume our customers are aware of any undue delay in the shipment of their COM fabric to izzy. Under no circumstances will we assume responsibility for COM shortages, flaws, or other such problems.

COM is not covered under the izzydesign warranty. Acceptance of a COM does not mean that we, in any way, warrant the covering. In no instance shall izzy be held liable for tailoring quality or premature wear of a COM. izzydesign will not be held responsible in the event that over time the adhesion between the fabric and the foam fails.

Send to izzydesign a 12" x 12" swatch for testing along with a copy of this form indicating how the COM is to be applied to the chair. We suggest you attach a 4" x 4" sample to this form to ensure your order is processed correctly.

Customer's Name	Customer's PO number
Model Number	Quantity
COM Supplier's Name	COM Name/Number
COM Color/Number	Total Yards Shipped

Make a copy of this form and send it completed to:

izzydesign
Attn: Customer Support/COM Testing
One Industrial Park
Belton, TX 76513

Apply the 4" x 4" swatch as it should be upholstered to the chair, noting a vertical or horizontal direction and a center stripe placement if applicable.

ATTACH SAMPLE HERE

Cal TB 133/Fire Codes

Cal TB 133

Cal TB 133 is a standard of furniture flammability required by the California Bureau of Home Furnishings and Thermal Insulation for furniture used in public buildings such as healthcare facilities, convalescent homes, public assembly areas of hotels and motels, hospitals, board and care homes, stadiums, licensed child care facilities, prisons and jails.

Cal TB 133 is a full-scale fire test for furniture manufactured for use in public buildings. The standards do not specify how to construct furniture, but only how they should perform when tested. To meet this fire code standard, a fire blocking liner is sandwiched between the foam and the fabric of the chair. This liner actually acts as a fire extinguisher by smothering the flame.

Cal TB 117

All izzy upholstered seating products meet California Technical Bulletin 117-75 (CAL TB 117) which has been in effect since October of 1975. This is a standard by which upholstered furniture is tested to be approved as meeting a minimum fire standard.

Upcharge and Lead-time

The upcharge for Cal TB 133 is dependent on the product selected. Upholstered back is required on many Cal TB 133 products, refer to the product page under options for the appropriate upcharge. Clearly indicate the Cal option code when ordering.

Cal TB 133 product requires additional lead-time and is not available on izzyquik. Contact Customer Support for more information regarding lead-times.

Existing Seating Compliance

To determine whether an izzy chair you currently have meets Cal TB 133, check the bottom of the seat pan for the label shown below. If your chair does not have this tag, your chair does not meet Cal TB 133.

Note: This article is manufactured for use in public occupancies and meets the flammability requirements of California Bureau of Home Furnishings Technical Bulletin 133. Care should be exercised near open flame or with burning cigarettes.

The following seating products meet the Cal TB 133 standard when combined with an approved textile*

PRODUCT GROUP	MODELS	ARMS	UPHOLSTERY
izzyseating	Bailey Ian Paige Zachary	WP01 – height/width adjustable arm with pivoting soft pad	approved izzytextiles
izzyseating	Bailey Hollie Paige Zachary	CARM – C loop arm	approved izzytextiles
izzyseating	Paige Zachary	ZP01 – height/width adjustable arm with pivoting textured pad	approved izzytextiles
izzyseating	Neill	NL03 – loop arm 1984 – height/width adjustable arm with standard pad	approved izzytextiles
izzyseating	Isis	GP01/BP01 – height/width pivoting arm with standard pad	Mesh Wave approved izzytextiles
izzyseating	Gracie		approved izzytextiles
izzyseating	Catie (non-upholstered)		Peep, Stone, Dusk, Ice Cube
izzyseating	Performa 2 Clean Room	1974 – height adjustable arm with standard pad	Cashmere vinyl
HÅG Seating	HÅG H04	HC – height/width adjustable arm with standard pad SC – height/width adjustable arm with soft pad	approved izzytextiles
HÅG Seating	HÅG H05	HC – height/width adjustable arm with standard pad SC – height/width adjustable arm with soft pad HAS – height/width adjustable SwingBack arm with standard pad SS – height/width adjustable SwingBack arm with soft pad	approved izzytextiles
HÅG Seating	HÅG Capisco		approved izzytextiles
HÅG Seating	HÅG Capisco Clean Room		Cashmere vinyl
HÅG Seating HÅG Seating	HÅG Conventio (9511 and 9521) HÅG Conventio Wing	H – arm in matte black	approved izzytextiles approved izzytextiles
HÅG Seating	HÅG Balans		approved izzytextiles
HÅG Seating	HÅG H09 Classic	MA9 – multi-adjustable arm with TiltDown rest in leather	Tex Uni Wool Tex Stripe Wool Elmo Soft Leather
HÅG Seating	HÅG H09 Inspiration	MA9 – multi-adjustable arm with TiltDown rest in leather	Tex Uni Wool Elmo Soft Leather
HÅG Seating	HÅG H09 Excellence	MA9 – multi-adjustable arm with TiltDown rest in leather	Elmo Soft Leather
HÅG Seating	HÅG H09 Communication	FA9 – fixed arm with black leather rest	Tex Uni Wool
Superior Seating	Bolero	5584 – height/width adjustable arm with wide soft pad	approved izzytextiles
Superior Seating	Escort		approved izzytextiles
Superior Seating	Centron, Performa 2 Performa 2 Plus Performa 3 Softouch	WP01 – height/width adjustable arm with pivoting soft pad 1984 – height/width adjustable arm with standard pad	approved izzytextiles
Superior Seating	Performa 2 Guest Performa 3 Guest Overture	UA – upholstered arm rests required	approved izzytextiles

* All izzytextiles are Cal TB 133 approved with the exception of Snippet, Grade A fabric

ESD/Clean Room

Electrostatic Dissipating (ESD)

izzydesign produces electrostatic dissipating (ESD) seating products in conductive fabric and vinyl upholstery materials. All electrostatic discharge seating products have been tested by an independent laboratory and are 100% tested at time of shipment. Tests are conducted according to ESD Association test standard ESD STM 12.1-1997, Point to ground resistance test procedure.

Clean Room

izzydesign produces clean room seating products (CRM) with a minimal particulate contribution in accordance with ISO 14644 Class 5 clean rooms. Tests have been conducted in a test chamber where air is filtered through 99.999% effective 0.3 micron filters. Test chair is measured at 8 locations with Climet Airbourne Electro-Optical particle analyzers both upstream and downstream while chair is subjected to simulated use by depressing the cushions. Each sample location is measured for 30 minutes elapsed time.

ESD and Clean Room

Clean room seating products with electrostatic discharge option are available as well (ECR).

The following models and upholstery selections have been tested and approved for ESD, Clean Room and ESD/Clean Room applications:

HÅG Capisco Models

H8205ESD, H8225ESD, H8206ESD, H8226ESD
H8205CRM, H8225CRM, H8206CRM, H8226CRM
H8205ECR, H8225ECR, H8206ECR, H8226ECR

Performa2 Models

8721ESD, 8722ESD, 8724ESD
8721CRM, 8722CRM, 8724CRM
8721ECR, 8722ECR, 8724ECR

Performa Arm Options

1974 (CRM classification only)
274E (ESD and ECR classifications only)

Stool Option

1946 (Performa 2)
Stool (HÅG Capisco)

Fabrics for ESD Classification

C101 X-Static Graphite
C102 X-Static Cobalt
C103 X-Static Tinto (Burgundy)

Vinyl for CRM Classification

A150 Cashmere Ebony*
A151 Cashmere Wine*
A153 Cashmere Yacht*
C094 Black
C098 Marine Blue

Vinyl for ECR Classification

C094 Black
C098 Marine Blue

* Clean room models in Cashmere Vinyl can meet Cal TB 133
\$60 upcharge applies