

## **Quotations**

Quotations for future business are binding only if made by the Aceray corporate office and must be received on official company quotation form. No agent, representative or a sales person affiliated with Aceray is authorized to change prices, terms or conditions of sale. Quotations are valid for 60 days except if otherwise noted.

## **Orders**

Aceray accepts orders via mail, fax, or e-mail. When placing an order please use either your company's standard Purchase Order Form or official company letterhead.

The following information must be included on your order:

- Provide contact name, phone and fax numbers, and an e-mail address. If you're a current customer, include your Aceray discount when calculating prices.
- Aceray SKU/Item #
- Choice of wood or metal frame finish
- Fabric and upholstery specifications
- Quantity
- Any other specification regarding finish options, packaging, tagging, etc.
- The date you require on-site delivery of the merchandise
- The "ship to" and "bill to" addresses
- Shipping instructions – if shipping instructions are not provided, Aceray automatically acts according to the specifications outlined in the section entitled, "Guaranteed Freight Shipping Costs."
- If freight was previously quoted by Aceray for the order, the amount must be specified.
- Include the deposit amount agreed upon between you & your Aceray representative
- Include contact name and phone number at the delivery location
- Prompt receipt of COM is essential to meet promised lead time. Aceray is not responsible for any delays caused by late COM deliveries.
- All delivery dates quoted are approximate only.
- A 50% deposit is required before an order is scheduled for production for non-stock items. The balance of the invoice is due based on agreed upon terms. Lead time does not start until deposit is received.

Within 24 hours of receiving your order, Aceray will either e-mail or fax you an Order Confirmation. Contact Aceray within 24hrs regarding any discrepancies. After 24hrs, customer accepts order as entered. The customer will receive the goods as entered and be liable for amount due.

Orders are not subject to change or cancellation without factory approval. Aceray will make every reasonable effort to stop production scheduling, shipment, etc., upon receipt of written notification of changes, cancellations or deferrals stipulated as follows.

For non-stock items, order changes received prior to production will be charged \$100 net to cover administrative costs. Changes cannot be processed after production has started except for an increase in quantity depending on order status.

Due to the high cost of processing orders, orders under \$1,000 list, with the exception of RTS items, will be subject to a \$60 small order surcharge. For these orders, payment is required in full.

## **Fabric Selection, COM Materials**

Aceray works with leading textile manufacturers in Europe and the U.S. You may select textiles from **Pugi, GS-Tessuti, DesignTex and Maharam**. Most of the presented styles from these companies are ready for immediate delivery. All graded in patterns are applied off the bolt.

You may also select from **Aceray's Leather Alternative** designs and from **Garrett Leather Chatham** quality. See specifications in the "Surface Materials" section of the Aceray Binder. No minimum orders are required for textiles, Aceray Leather and Leather Alternative items.

Aceray welcomes the use of COM materials. Please adhere to the following procedures:

- You must send COM materials to Aceray's corporate offices in Denver, CO, freight prepaid. Mark your packages with the Purchase Order number and purchaser's name.
- Aceray is not responsible for receipt of defective fabrics, as we apply all COMs as first quality goods.
- Aceray assumes no responsibility for the flame retardancy of any COM. Customers are responsible for making sure that COM applies with all applicable codes and regulations.
- An Aceray representative will assist you in calculating yardage requirements for all fabrics which are patterned or narrower than 54 inches wide.
- Yardage requirements may change depending on upholstering directions, fabric quality and pattern. The customer must provide required yardage based on these variables. Aceray is not responsible for extra cost or lead time incurred by customer due to shortage of COM.
- Excess COM/COL will not be returned to customer.
- **Additional charges apply:** combining more than one upholstery product is \$10 Net per item, basic pattern matching is \$15 Net per item and COL is \$20 Net per item.
- Upholstering directions must be provided to Aceray in writing with your PO – if not provided, COM will be applied off the bolt.
- If sending Leather products, a "Washington Declaration" from the manufacturer is required.
- COL hides must be rolled for shipment to Aceray in a proper manner; excess fold marks and creases need to be avoided. Aceray has the right to reject COL that is received folded.

## **Custom Finishes**

Many of Aceray's frames may be finished in custom colors. Samples for matching must be provided with your order and should be at least 4" x 4" in size. Don't forget to indicate the percentage of Gloss Grade you desire. Final up-charges may vary depending on factors such as the item ordered, the material selected, and the manufacturing equipment and process used. Please refer to and follow the notes outlined under the "Product Specifications" section in the Aceray Binder. When matching other manufacturers' standard wood finishes, Aceray is not responsible for variations in their wood samples and/or actual furniture. Aceray does not provide a 'return' wood sample for approval.

"Custom Match Wood Finishes:"

- \$300 net for 12 - 60 pieces, no up charge for orders over 60 pieces

"Custom Match Wood Finishes 1):"

- \$200 net for 21 - 50 pieces, no up charge for orders over 50 pieces

"Custom Match Wood Finishes 2):"

- \$400 net for 21 - 150 pieces, no up charge for orders over 150 pieces

"Custom Match Powder Coat Finishes:"

- \$300 net for 51 - 150, no up charges for orders over 150 pieces

"Custom Match Finishes 3):"

No up charge for orders over 400 pieces

Custom Color Leather: Minimum order is 1,200 square feet

**Aceray's Sample Library** makes the decision process easier for trade professionals working on design projects. We provide samples at no charge under the following conditions:

- Sample merchandise must be returned, in its original condition and packaging, within 30 days from the ship date.
- For samples that are not returned within the designated 30-day period, the customer agrees to reimburse Aceray the full list price plus freight charges.
- Allow 48 hours for sample orders to ship.
- Some sample merchandise can be shipped via air freight if necessary. Customers can provide a UPS, DHL, AIT or FEDEX account number. Contact your local Aceray representative for information.

### **Ready to Ship Program (RTS)**

Aceray is continuously increasing the number of items that are available in our RTS program. After we receive and process an order, the requested items are usually shipped within a few working days.

For those items that require custom manufacturing (i.e. due to the numerous styles, finishes and colors available), please allow a minimum **lead time** of 8-10 weeks for delivery.

### **Prices**

Aceray issues a suggested list price. Contact us, or your local representative, regarding available trade pricing or quantity discounts. Aceray reserves the right to change its pricing at any time without prior notice. Price lists published with the most recent date are considered valid.

All prices are **FOB Aceray Distribution Center in Lebanon, PA 17042**. Prices include standard packaging. No minimum order is required (see small order fee terms on page 1). Table tops are subject to an up-charge for small quantities. See table tops section in Aceray price list.

### **Taxes**

All sales, and other applicable taxes, are invoiced to the buyer. If you qualify for sales tax exemptions, the appropriate documentation must be submitted to Aceray.

### **Credit Terms**

Credit accounts are opened for repeat customers who have good credit ratings, satisfactory trade references and respect the agreed upon payment conditions. Before credit terms and a credit limit can be established, you must submit a Credit Application Form. A finance charge of 1.5% per month is applied to all overdue balances. Orders for non-stock merchandise require a 50% deposit. In the event of delinquency, the customer shall be responsible for all collection costs, including attorney's fees.

### **Order Cancellations & Returns**

Unused products in their original packaging may be returned. If changes or cancellations are approved by an Aceray manager, the following cancellation charges apply:

- 25% restocking fee for Ready to Ship items
- 100% for orders in production

To return defective merchandise to our Lebanon, PA distribution center, a written consent known as a Return Merchandise Authorization (RMA) and a return number are required. The RMA includes appropriate shipping instructions. Unauthorized returns will be refused and/or returned freight collect. Contact your Aceray representative to get the necessary documentation. Damaged returns are subject to additional charges incurred to restore goods to original condition.

### **Product Information**

Product information can be found on the website at [www.aceray.com](http://www.aceray.com), in the "Product Specifications" section of the Aceray Binder, or in the Aceray Catalog. All dimensions and weights are to be considered overall and approximate. Finishes depicted on our website and catalog are approximate due to the variation inherent in color monitors and the processes of photography and printing.

We do our best to keep the information up-to-date and accurate at all times. However, we reserve the right to:

- Make minor changes to specifications, materials and design during the production phase.
- Discontinue items without prior notice.

### **Design & Proprietary Rights**

Aceray's policy is to promote outstanding design and high quality craftsmanship. Our product line includes many original designs protected worldwide by patents and design registration. The proprietary rights to these items belong to either the designer, the manufacturer, or Aceray. In cases where the rights of some designs have expired, we concentrate on their reproduction using the most advanced and approved production methods. These methods have been developed to meet the needs of the trade.

### **Quality & Manufacturing Procedures**

Wood is a natural, organic product and owes its inherent beauty to variations in color, grain and texture. These variations are not considered defects. There may be minor variations from one piece of furniture to the next even though they were finished at the same time. Natural wood products become darker as they are exposed to light and the aging process. Aceray does not guarantee the exact matching of grain, pattern, and color.

Each product in the Aceray line is developed with commercial use in mind. We guarantee that only those manufacturers who have extensive expertise in manufacturing, and who use production methods specifically for commercial grade furnishings, produce our merchandise. Aceray products are intended for indoor use unless specifically noted otherwise.

All items are manufactured with premium grade materials and are continually tested at both the factories and testing laboratories. Items include polyurethane foam and fabrics that meet California Technical Bulletin #117 requirements. If necessary, certain items can be manufactured according to California Technical Bulletin #133 at a net charge of \$15.00 per chair (products that require over 1 yard of fabric will have a higher upcharge.) Testing may be ordered at standard cost plus a \$350/item testing fee. Item testing takes approximately 3-10 weeks depending on item availability and testing specifications.

Since TB133 tests furniture and not components there are no TB133 approved fabrics. Fabrics comprised solely or in any combination of the following fibers are more likely to be suitable components for products that must comply with TB133.

Acrylic, Nylon, Vinyl, Animal Hairs, Polyester, Virgin Wool, Cordura, Rayon, Viscose, Cotton, SEF Modacrylic, Wool, Leather, Silk, Worsted Wool, Modacrylic, Spun Nylon, Mohair and Trevira.

### **Proper Care**

Wood Products: Do not use chemical solvents (trichlorethene, acetone, benzene etc.) to clean the wooden parts of the product. The furniture should not come into direct contact with water or be placed in a damp environment. Do not place hot, chemically reactive and substantially unsuitable objects on the horizontal surface. The product should not be placed in direct sunlight.

Remove dust with a soft, clean and dry duster. For more extensive staining, use cleaning agents designed for furniture finished with all types of lacquer. Strictly adhere to the label instructions for use of the cleaning agent.

Outdoor Products: Chemical solvents (such as trichlorethene, acetone, benzene etc.) should not be used for product cleaning. Lukewarm water is recommended for cleaning outdoor furniture in particular removal of dust and common stains. Outdoor products should not be pressure cleaned.

Metal Products: Removing oils, chemicals, and particulates from brass, copper, and other soft metal parts in addition to aluminum can be accomplished using these detergents: ALCONOX: for ultrasonic removal of oils and particulates, DET-O-JET: heavy duty degreaser for machine washers, CITRANOX: enhanced acid for safer cleaning of metal oxides and LUMINOX: neutral pH non-foaming aluminum cleaner.

Stainless Steel Products: Clean with a small amount of plain water and a clean cloth. If that isn't as effective, try a mild detergent like dishwashing liquid. Glass cleaner can be great to remove smudges and fingerprints. If you've had staining or scratching, or need to polish your stainless steel, a stainless steel cleaner should be used. Stainless Steel cleaners and polishes can help minimize scratching and remove stains. Read the directions on the stainless steel cleaner and test in an inconspicuous spot. Be sure to rinse thoroughly and towel dry.

Other Products: Only use non-abrasive cleaners that are specifically made for the type of surface being cleaned (glass, granite, stainless steel, chrome, etc.) Strictly adhere to the label instructions for use of the cleaning agent.

### **Product Warranty**

Original purchasers of Aceray products are protected against defects in material and workmanship for a **period of 5 years** for indoor products and a **period of 3 years** for outdoor products of single shift service from the date of shipment. This warranty does not cover:

- Normal wear and tear
- Upholstery materials either supplied by Aceray or the purchaser
- Damage or injury caused by:
  - unreasonable or abusive use
  - failure to provide necessary reasonable care
  - accident, tampering or negligence
  - unauthorized repairs
  - after market changes to the product

Periodic maintenance is necessary. Products should be inspected at least once a month for damage or signs of structural fatigue incurred in daily handling in addition to receiving regular cleaning & maintenance (i.e. screws and bolts should be tightened, foot caps and glides replaced regularly). If a defect is found, take the item out of service immediately and contact Aceray LLC. Warranty is voided if proper maintenance procedures are not followed.

Coats and other articles should not be hung on the back of chairs. This practice may cause chairs to be unstable. Chairs are not designed to be placed seat down on table surfaces. Chairs stored in this manner are unstable. The shock of chairs falling from table tops may compromise the structural integrity of the shell/base attachment. This damage is not covered under Aceray's warranty.

Should a defect occur, Aceray will repair or replace at our option defective goods free of charge provided the product is returned to us promptly, as directed, prepaid, and with an RMA number. All costs for furniture installation, removal from service and reinstallation due to warranty claims is the responsibility of the customer. Aceray LLC will not be liable for costs associated with any of the above conditions.

Under no circumstances shall Aceray's warranty exceed the original price paid for the merchandise. No refunds for repairs made in the field will be allowed without prior written consent.

Variations in colors, grain or texture beyond reasonable commercial match are not warranted due to natural characteristics of the materials used.

If the item's useful life expires, it must be handled as waste. This means it must be handed over to a licensed facility for disposal (such as a waste collection facility).

## **Transport Claims**

It is the consignee's responsibility to inspect cartons for visible signs of damage before accepting merchandise from the carrier. Any damage or any loss must be noted on the delivery receipt. If an item is either lost or damaged, make an immediate claim with the carrier. Receiver should not refuse shipment under any conditions. Refused shipments are the customer's responsibility as all items ship FOB Lebanon, PA. Aceray LLC will not be responsible to track or refund refused deliveries. In case damage is concealed and not determined until furniture is unpacked, keep all the packing materials and notify the carrier and Aceray LLC within 5 working days.

When you receive product from our freight carriers, it is extremely important to inspect the carton/crate for any damage or even an indication of the possibility of damage. You will be asked to sign a Bill of Lading which indicates you are receiving the product in perfect condition. There is a box to note any "visible" damage on the carton/crate. This is both your protection and ours against any freight claims. Without notation of damage there is no recourse.

Any damage claim needs to be filed with the freight carrier and Aceray LLC, in writing, within 5 working days after delivery. Failure to make such claims shall constitute acceptance of the merchandise and waiver of any defects, errors or shortages.

## **Damage Claims and Errors**

All costs for furniture installation, loss of use, temporary furniture, removal from service and reinstallation due to damage claims, partial shipments or shipping errors is the responsibility of the customer. Aceray LLC will not be liable for costs associated with any of the above conditions.

If a shipping error occurs, products must be returned unused, in the original packaging to Aceray LLC's distribution center. Customer must contact Aceray LLC within 5 business days after delivery to receive an RMA. Aceray will ship the correct product free of charge to the SAME DELIVERY ADDRESS AS THE ORIGINAL ORDER as soon as the mis-shipped product is returned. Any shortage, including hardware, must be reported to Aceray LLC within 5 business days of delivery, after this time, Aceray LLC will not be liable for costs to replace missing pieces.

## **Storage**

Any order held at Aceray's distribution center for over 30 days will be transferred to storage. Costs incurred for transportation, warehousing and re-delivery will be charged to the purchaser and Aceray will deem such transfer as constituting shipment, including invoicing as of date transfer is made. Storage charges will be calculated at a rate of \$250 Net per month per pallet.

## **Storage by Customer**

Due to the inherent nature of wood products, we cannot guarantee any product stored or set in place in an environment where temperature and humidity are not controlled. Temperatures must be maintained within a range of 50°-80° F (10°-27° C); the relative humidity must be maintained between 30% and 60%. These conditions are also recommended for human health standards.

## **Shipping**

If you do not provide shipping and routing instructions when placing your order, Aceray reserves the right to ship merchandise using what it considers to be the best possible shipping method. Overnight express orders are available upon request for an additional charge.

If you prefer to choose your own transportation company, we will ship FOB from our Pennsylvania (PA 17042) distribution center. If billing through a third party, the payer's discount program will take precedence; please consult your carrier for a freight quote. Please contact Aceray if you're shipping to a location not listed in the table below or if you need expedited service. Aceray does not provide shipment size or weight for 3<sup>rd</sup> party shipping.

### Guaranteed Freight Shipping Costs

Aceray offers "Guaranteed Freight" as an option to our valued customers. Prepaid & Add shipping prices apply to List Prices and do not include COD, Inside Delivery, Diversions & Reconsignments, Air Freight and Residential. Transfer times are not guaranteed. The minimum freight charge is \$80. Call Ahead service charge: \$30, Lift Gate charge: \$75, Residential Deliveries: \$75, and Inside Deliveries charge: \$150. Inside Deliveries include a lift gate and call Ahead service.

A \$50 additional freight free will be charged per order on oversize items such as Lounge Chairs, Love Seats, Benches, Tables, Table Bases, and Table Tops.

See the chart below for pricing details:

	CT, DC, DE, MA, MD, NJ, NY, OH, PA, RI, VA, WV	AL, AR, CO, FL, GA, IA, IL, IN, KS, KY, LA, ME, MI, MN, MO, MS, NC, ND, NE, NH, NM, OK, SC, SD, TN, TX, VT, WI	AZ, CA, ID, MT, NV, OR, UT, WA, WY
<b>ORDER LIST VALUE</b>	<b>FREIGHT COST = PERCENTAGE OF LIST PRICE</b>		
<b>\$1,001 - \$2,000</b>	<b>6%</b>	<b>7%</b>	<b>8%</b>
<b>\$2,001 - \$4,000</b>	<b>5%</b>	<b>6%</b>	<b>7%</b>
<b>\$4,001 - \$10,000</b>	<b>4%</b>	<b>5%</b>	<b>6%</b>
<b>&gt; \$10,000</b>	<b>Call for freight quote</b>	<b>Call for freight quote</b>	<b>Call for freight quote</b>
<b>Standard processing time</b>	<b>48 hours</b>	<b>48 hours</b>	<b>48 hours</b>
<b>Standard transit time</b>	<b>2 BUSINESS DAYS</b>	<b>4-5 BUSINESS DAYS</b>	<b>5-6 BUSINESS DAYS</b>