



3211 Jack Northrop Avenue, Hawthorne, CA 90250

Phone: (888) 925-SEAT Fax: (866) 925-SEAT

Email: Sales@9to5Seating.com, Website: www.9to5Seating.com

## Terms & Conditions

**Attention, all new dealers must submit: Credit Application, Terms & Conditions Form, Resale Certificate**

### Shipping/Delivery

- 1) 9 to 5 seating arranges dock to dock deliveries to OUR customers only. Our pricing assumes a dock to dock delivery to dealer's staffed location with normal delivery hours (8:00am to 4:30pm). If the dock is not staffed and an appointment is required to deliver the merchandise a \$15 charge will be added to the invoice. If there is not a staffed dock please call for a quote on the required shipment method.
- 2) If there is an inside delivery required (i.e. office building) there will be an \$8 charge PER CHAIR. This is only for areas where this service is offered. Please call for availability when order is placed.
- 3) In the event nobody is available to receive a shipment and a redelivery is necessary a charge of \$65 to \$150 will be invoiced to the customer for redelivery. The amount of the charge depends on the carrier.
- 4) 9to5 uses the best shipping method possible for every shipment. The factory will ship an order blanket wrapped and assembled but this is NOT standard for every shipment. If you require blanket wrap delivery you must contact 9to5 to confirm the shipment method and confirm that the order acknowledgement sent to you reflects blanket wrap ("BW") as the shipment method. Additional charges may apply. Please note blanket wrap delivery is not available to all areas.
- 5) **9 to 5 will not drop ship without prior approval.** Additional charges may apply; contact customer service for additional information.

### Freight Damage or Shortage

Before accepting a shipment from the carrier, check the boxes for visible damage. Do not refuse merchandise damaged in transit as it was in good condition when it left 9 to 5 Seating. If a shortage or damage occurs during transit, it should be noted on the freight bill of lading at the time of delivery, and a claim filed within 7 days from receipt of product. If concealed damage is discovered after delivery, request inspection from the delivering carrier IMMEDIATELY and save all packing materials until inspection is made. Contact customer service as soon as possible to report damage or shortage.

**\*9T05 IS NOT LIABLE FOR ANY INSTALLATION COSTS THAT BECOME NECESSARY AS A RESULT OF FREIGHT DAMAGE**

### Order Cancellations / Order Changes / Order Returns

Once an order is received it is scheduled for production immediately. Requests for changes to orders must be confirmed with a revised PO marked clearly "ORDER CHANGE, DO NOT DUPLICATE". If an order has already entered production you are liable to purchase the product. The charge for returned merchandise is 30% of the net order PLUS return shipping to 9 to 5 Seating. Unauthorized returns will be refused.

### Warranty Claims

All warranty claims must be supported by a returned part which will be repaired or replaced at the discretion of the factory. Freight must be prepaid to the factory by the claimant and upon approval of the warranty claim return freight will be prepaid by the factory. Please see the warranty section of the price book for complete warranty terms.

**\*9T05 IS NOT LIABLE FOR ANY INSTALLATION COSTS RELATED TO WARRANTY REPLACEMENTS.**

### Pricing

All pricing is suggested retail and is subject to change without notice. The date on the cover of the price book indicates its effective date which supersedes all prior price books. If unsure, please contact 9to5 Seating to ensure you have the most recent price book.

### Terms of Payment

Terms for all accounts with credit approval are 30 days unless otherwise stated in writing by 9 to 5 Seating. Should your account ever become delinquent your signature signifies your intent to pay for reasonable legal and collection fees required to enforce payment. Your signature also signifies your understanding that outstanding invoices may be paid with credit card only if a 5% charge for processing costs is assessed on the invoice. Past due balances are charged at a rate of 2% per month prorated to the date of payment.

By signing below I, \_\_\_\_\_, am signing that I have read and understand all of the terms listed above by 9 to 5 Seating. I understand that in placing orders with 9 to 5 Seating I, as a customer, must adhere to the terms and conditions listed above. In signing I am also indicating that I am an agent authorized to sign on behalf of the below listed company.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Business