

lifetime warranty



9to5 Seating products are manufactured with meticulous attention to detail to achieve a level of quality that is free from defects in material and workmanship. In an effort to stand behind this philosophy, 9to5 Seating warrants to the original purchaser of the product and from the original date of sale, the following:

For All Series Except @nce, Enduro™, Logic Plus, and chairs that include the Heavy Duty (HD) option in the Aria, Logic, Strata™ and Theory Series: Lifetime Warranty to the original end user; the company will repair or replace at its option factory defective structural and mechanical parts with comparable product, without charge. This warranty is for a single shift, standard commercial usage, defined as a standard 8 hour work day, five days a week. Weight limitations vary by product.

Upholstery fabric and foam are warranted against wear through and deterioration during normal usage for a period of five (5) years. However, the company does not warrant leather against routine scratching and scuffing, as all leather is subject to minor blemishes during use. COM and COL are not warranted. Due to natural variations in material, furniture containing leather is sold subject to normal variations and/or irregularities of color, texture, and grain.

For the @nce Series:

9to5 Seating warrants the @nce series of chairs for a period of five (5) years of single-shift use to the original purchaser; the company will repair or replace at its option factory defective structural and mechanical parts with comparable product, without charge. This warranty is for a single shift, standard commercial usage, defined as a standard 8 hour work day, five days a week. Weight limitations vary by product.

For Logic Plus Large Occupant Series:

9to5 Seating warrants the Logic Plus Large Occupant chairs for a period of ten (10) years of single-shift use to the original purchaser; the company will repair or replace at its option factory defective structural and mechanical parts with comparable product, without charge. This warranty is for single-shift applications with persons weighing less than 500 lbs.

For the 24/7 Enduro™ Series and chairs that include the Heavy Duty (HD) option in the Aria, Logic, Strata™ and Theory Series:

9to5 Seating warrants the aforementioned chairs for a period of ten (10) years of multi-shift use to the original purchaser; the company will repair or replace at its option factory defective structural and mechanical parts with comparable product, without charge. This warranty is for multi-shift applications with persons weighing less than 350 lbs.

Only Upholstery fabrics with an abrasion resistance performance rating of 150,000 double rubs or more are warranted against wear through and foam deterioration for a three (3) year period of multiple shift use.

Claim Process

Should parts fail for any model during normal use within the applicable warranty period, please provide 9to5 Seating with a description of the failure and proof of purchase (Sales Order number located on the bottom of the chair) and if necessary you may need to return the defective part, freight prepaid to 9to5 Seating for inspection, repair and/or replacement with comparable product, together with a copy of original sales receipt. Please do not send parts without prior authorization.

For products ordered on or after July 1, 2017, 9to5 Seating will pay the **pre-approved** labor costs to repair or replace defective parts, up to 12-months from the date of shipment from 9to5 Seating, excluding the @nce series product. All payments for such pre-approved labor cost will be in the form of a credit to an active company account.

Send Parts to:

9to5 Seating - Warranty Department
3211 Jack Northrop Avenue
Hawthorne, CA 90250

9to5 Seating will inspect the part in question, repair or replace with a comparable product at its option any defective part at no charge to the original purchaser and return defective item thereafter. This warranty does not apply to product or parts of the product that have been subjected to misuse or abuse, accident, alteration, unauthorized repair or which have been damaged in transit. You agree to indemnify and hold harmless 9to5 Seating, its officers, directors, shareholders, employees, and agents from any actions, claims, demands, damages, liabilities, costs, and strict liability in tort or contract, or any other legal theory arising out of the misuse or abuse, alteration, or damage in transit of the product.

Limitation of Liability

Under no circumstance, including but not limited to breach of contract, breach of warranty or negligence, shall 9to5 Seating be liable for lost profits, loss of goodwill, stored data, general, special, consequential or exemplary damages, even if 9to5 Seating had notice of these damages or they were foreseeable. 9to5 Seating shall not be responsible for verifying dealer's or customer's description of needs, data, or the fitness for a particular purpose of goods. 9to5 Seating's Liability in all cases shall be limited to repair or replacement of the defective parts with a comparable product. Should a comparable replacement not be available, 9to5 seating maximum liability will be limited to the original purchase price of the product. Damages resulting from misuse, abuse, alteration, negligence, or accidents are not covered under this warranty.

9to5 Seating makes no warranty that any of its products are suitable for any particular purpose and makes no other warranties, express or implied, other than those set out here. As codes and standards vary from one jurisdiction to another, references to compliance are solely for convenience and without any representation as to accuracy or suitability. Users must verify the suitability of such information or product for their specific application. In no event shall 9to5 Seating be liable in either tort or contract for any loss or direct, special, incidental, consequential, or exemplary, damages.

EXCEPT AS OTHERWISE PROVIDED, 9to5 Seating MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ANSI/BIFMA

The Business and Institutional Furniture Manufacturer's Association (BIFMA) has developed tests which have been approved by the American National Standards Institute (ANSI) for determining the strength and durability of seating in its everyday use; this statement does not serve as a warranty or guarantee. 9to5 Seating products found within this price list generally meet or exceed applicable BIFMA and ANSI standards.

Warranty Exceptions:

- Color-fastness or matching of colors, or textures occurring in leather, or other materials that naturally exhibit inherent color variations
- Product normal wear and tear, which is to be expected over the course of ownership
- Damage caused by the carrier in-transit, which will be handled as separate terms and/or claims against the carrier
- Damage caused by delivery/installation contractors, which will be handled as claims against the designated company
- Failures and damage which result from negligence, abuse, accident or misuse
- Damage by markings or staining; damage by sharp objects or imprinting from instruments
- The warranty is limited to replacement or repair and does not cover cost of transportation, or installation labor.
- Products exposed to extreme hot and cold temperatures or excessive dry environments
- Damage of textiles from exposure to sunlight and UV rays
- Products that were not installed used or maintained in accordance with product instructions and warnings

**9TO5 SEATING RESERVES THE RIGHT TO MAKE CHANGES IN DESIGN AND CONSTRUCTION OR DISCONTINUE PRODUCTS WITHOUT PRIOR NOTICE.
9TO5 SEATING RESERVES THE RIGHT TO MAKE CHANGES TO THE LIFETIME WARRANTY OR PRICE BOOK WITHOUT PRIOR NOTICE.**

Since textiles vary in the weave, thickness and memory, some creasing and/or gathering may occur during the upholstery application process. Due to natural variations over which we have no control, all chairs are sold subject to minor irregularities of color, surface, grain, and texture. Textiles are sold subject to minor variations in color. Because leather is a natural product, variations in texture are common and should be expected. Leather will contain natural markings such as neck wrinkles, scratches, backbone marks and stretch marks. These distinctions give leather its unique characteristics and are considered to be part of the natural beauty of leather.

General Information Hours

Order Desk: Monday - Friday - 6:00 a.m. to 5:00 p.m. P.S.T.
Shipping & Receiving: 8:00 a.m. to 4:00 p.m. P.S.T.

Condition of Sale

Possession of the price book does not necessarily constitute authority to purchase.

Minimum Order Size

No minimum order required. Orders of 4 chairs or less will be charged \$15 per chair net shipping charge with the exception of the Sophie series which requires a 4 model unit minimum (excluding tables and accessories). A shipping surcharge of \$100 net will apply to shipments of 3 model units or less.

Payment

9to5 Seating accepts all major credit cards, company checks, cash, and terms payment for approved accounts. Credit card payments are subject to a 3% service charge. A \$35.00 fee will be charged for returned checks.

Terms

Standard terms are net 30 days from the date of invoice. Please respect these terms in order to protect your competitive pricing. Credit terms may be changed or canceled at 9to5 Seating's discretion. All new accounts are required to remit a 50% deposit of the initial order's total dollar value prior to the order entry, and the balance must be paid at the time of pick up or release to common carrier. A line of credit may be established upon acceptance of satisfactory references and the completion and signing of credit application. The customer will be liable for any cost incurred in attempting collection of past due amounts, including attorney fees, whether or not a lawsuit is filed. Past due accounts are subject to a 2% per month (24% per annum) late charge, or the maximum amount permitted under local law, for each thirty days, or part thereof; the outstanding balance remains unpaid beyond the thirtieth day after invoice date. Withholding of payments, because of carrier damages, shortages or other disputes is illegal and subject to charges. Orders delayed due to credit hold will be rescheduled for production once the order has been credit released. A new lead time will be given at that time. Please contact customer service to coordinate details.

Prices

All prices are suggested retail and are subject to change without notice. We make every effort to notify all customers of such changes. Prices in effect at the time of shipment will prevail. Please refer to our online price book for the latest changes including product drops and additions.

Order Acknowledgement

An order acknowledgment will be faxed or emailed within 72hrs to you upon receipt of the order to confirm quantities, items ordered, and prices effective at the time of the order acceptance (prices may vary from the published list) unless there is a credit issue or you are otherwise contacted. Be sure to read these acknowledgments and contact us immediately if incorrect.

Shipping

Complete and specific instructions for shipping should be given at the time an order is placed. Orders that do not have specific instructions will be routed by the best method of shipment in accordance with the judgment of our traffic department. ANY changes to shipping instructions must be faxed or emailed to our office. Shipping weight and cubic dimensions shown in our price list are subject to variation.

Standard shipments are made via common carrier unless otherwise requested by the customer. Special routing requests made by the customer or the consignee may result in additional charges.

Standard deliveries are dock-to-dock and are scheduled to occur Monday through Friday between 8:00 AM to 4:30 PM. 9to5 Seating reserves the right to charge the customer for non-standard customer delivery requirements that may include delivery appointments, drop shipments, inside deliveries, residential, limited access, or requests for trucks with lift gates. Additional charges may also be incurred for redeliveries or re-consignments if the initial delivery cannot be made for any reason. 9to5 Seating will not be held responsible for issues or costs to the customer arising from carrier transit delays or missed appointments. For information concerning these charges, please contact Customer Service.

Service Charges

Below is a list of frequently requested Service Charges:

Call prior to delivery for verification. This is not a delivery appointment (no charge).

Reconsignment fee of \$50 will be applied when changing consignee address after shipment has been tendered to a carrier

Liftgate delivery (no dock) \$65

Shipments to schools, churches, military bases, residential addresses \$65

In the event that no one is available to receive a shipment and a redelivery is necessary, a charge of \$65 to \$150 will be billed to the customer for redelivery. The charge depends on the carrier.

9to5 Seating strives to use the best shipping method possible for every shipment. The factory may ship an order fully assembled and bagged, however, this is not standard for all shipments. If you require blanket wrap delivery, you must contact 9to5 Seating to confirm this shipment method and confirm that the order acknowledgment sent to you reflects 'AB' as the shipment method. Additional charges may apply.

Limited access locations where a dock is difficult to access with a 53 ft. trailer will be charged minimum \$65.

Guaranteed Delivery and Delivery Appointment

Shipments are not guaranteed. Guaranteed service is available at an additional cost. Please contact Customer Service for more information. We will work to arrange a specific delivery time with the carrier. Service guarantees contracted with the carrier are done solely at the request of the customer and 9to5 Seating in no way assumes responsibility financially or otherwise for any costs incurred by the customer as a result of a carrier's failure on a guaranteed shipment. In the event of a carrier's failure on a guaranteed shipment, the associated guaranteed service fee will be removed.

Expedited Freight

Expedited service is available at an additional cost. Please contact Customer Service for more information.

Drop Shipments

9to5 Seating will not drop ship without prior approval. Additional charges may apply; contact Customer Service for additional information.

Condition of sale

Will Call

Will Call orders will receive notification once orders are ready to be picked up. Customer will have 3 business days from notification to pick up the order. If the order is not picked up within this time frame, the order will be invoiced, and storage charges will start at a rate of \$30 per each business day until the order has been picked up.

Freight Damage or Shortage

Before accepting a shipment from the carrier, check the boxes for visible damages. 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 the product. If concealed damage is discovered after delivery, request inspection from the delivering carrier IMMEDIATELY and save all packing materials until the inspection is made. Contact customer service as soon as possible to report damage or shortage.

For all Will Call orders, make sure to inspect merchandise thoroughly. 9to5 Seating will not be liable for any damage or shortage to merchandise after it has been signed for at our dock.

9to5 Seating will not be liable for any installation costs that result from freight damage.

Cancellations & Returns

Due to immediate production scheduling, orders which have entered any stage of production cannot be canceled. All 9to5 Seating chairs are made to order, custom designed chairs and are not "off the shelf." Requests for cancellation are not accepted until confirmed by 9to5 Seating. Product may only be returned after receiving a Return Merchandise Authorization number from 9to5 Seating. Returns are subject to restocking charge equivalent to 35% of the net order plus freight. Unauthorized returns will be refused.