

## Terms + Conditions

These terms and conditions supersede all previous versions. Prices and product specifications are subject to change without notice.

**EXCLUSIVE STATEMENT OF TERMS** An acknowledgment shall operate as an acceptance of a Customer's order on the condition that the transaction described on the acknowledgment is subject to all terms and conditions contained in the acknowledgment, and that no other terms and/or conditions shall be applicable (including any standard, printed terms in any purchase document used by Customer), unless specifically agreed to in a separately signed document executed by the Company's authorized personnel in Holland, Michigan.

**ORDERS** All orders must be submitted in writing to [orders@wordencompany.com](mailto:orders@wordencompany.com) or delivered by mail or other carrier to Worden Company 199 E 17<sup>th</sup> Street Holland MI 49423.

**PRICES** All prices shown include our standard packing and packaging arrangements. Specially requested or required packing and/or packaging will entail an additional charge. Freight is prepaid and included in the price of all products, assuming minimum order requirements are met.

**SHIPMENT AND CLAIMS** Unless otherwise shown on the acknowledgment, goods shall be shipped F.O.B. the Company's factory with routing selected by the Company. Extra costs incurred by the Company as a result of special shipping instructions requested by the Customer will be charged to the Customer. Risk of loss shall pass to Customer when goods are placed in the hands of a common carrier, and Customer shall be responsible for examination of the goods upon receipt and processing of any claims with the carrier. Claims as a result of damage or shortages must be made by Customer against the carrier. Claims against the Company for apparent shortages in shipment must be filed in writing with the Company within three (3) working days of receipt of the goods at job site or storage, otherwise such claims shall be deemed to have been waived. Claims for defects and errors must be filed in writing within ten (10) working days of receipt of the goods at job site or storage, otherwise, such claims shall be deemed to have been waived.

**SHIPPING SCHEDULES** Any shipping date shown on the acknowledgment represents the Company's best estimate of the approximate shipping date as of the date of this acknowledgment. However, the Company shall not incur any liability of any kind whatsoever for failure to ship on any particular date unless the Company has expressly agreed to an unconditional firm shipping date in separately signed writing by the Company's authorized personnel in Holland, Michigan.

**PAYMENT TERMS** Payment in full is due thirty (30) days from the date of invoice, and the Company reserves the right to modify, in whole or in part, its credit arrangements if, at any time prior to shipment the Company judges Customer's financial conditions to be inadequate to support existing credit arrangements.

**TAXES** All applicable sales, use, excise gross receipts and other similar taxes (excluding only taxes on the net income of the Company) are the responsibility of the Customer. At the Company's option,

such taxes will be charged to the customer. If Customer claims an exemption from such taxes, an exemption certificate must be furnished to the Company.

**CHANGES AND CANCELLATIONS** After the date of the acknowledgment, Customer may not change or cancel the order in whole, or in part, without the Company's written approval. Changes approved by the Company shall be priced at the Company's prevailing prices at the time of the change, and the Company may charge the Customer for added manufacturing costs resulting from any change. The Company may condition its approval of any cancellation on reimbursement from the Customer for costs and expenses incurred in connection with the order prior to its approval of the cancellation. If Customer requests a delay in shipment after the goods have become work in process, the Customer is responsible for obtaining storage for the finished goods.

**RETURNS** The return of products without a written authorization from Worden shall not be accepted. To receive authorization for Product return, please call Customer Service. All Products that are returned based on a valid authorization may be subject to a restocking charge. Products not currently offered for sale by Seller (including COM) shall not be authorized for return. All returned Products must be unused, in original condition and in the original packaging. No credit will be given for damaged products.

**WARRANTY** See next page for full warranty document.

**DAMAGE EXCLUSION** Under no circumstances shall the Company be liable for any lost profits or any other incidental or consequential damages of any kind for any reason whatsoever with respect to this transaction or the goods which are the subject of this transaction.

**EXCUSE** In no event shall the Company be liable for any loss or damage resulting from any delay or failure in shipment or other failure to perform with respect to the goods shown on the face hereof, where such delay, failure or loss or damage is the proximate result of any act of any governmental authority, revolution, riot, civil disorder or disturbance, act of enemies, delay or default in transportation, disputes with or among labor unions, inability to obtain materials or facilities from normal sources, fire, flood, act of God, or any other cause not within the control of the Company, whether of the class of causes enumerated or otherwise. Without limiting the generality of the foregoing, the Company may, without causing a breach or incurring liability, allocate goods which are in short supply, irrespective of the reasons therefore, among Customers in any manner which the Company, in its sole discretion, deems advisable.

**PATENTS** Certain Worden designs and mechanical features may be protected under patents, either obtained or pending.

**GOVERNING LAW** The transaction, with respect to the goods which are the subject of this acknowledgment, shall be governed by and interpreted and construed in accordance with the laws of the State of Michigan and any disputes shall be adjudicated in Michigan courts.

## Limited Warranty

Worden wood casegood and shelving products sold are warrantied for ten (10) years from the date of initial delivery of the products to the installation and/or from the date of completion of installation if installation is accomplished according to the Company's installation procedures. Worden warrants its seating products for a period of two (2) years (exclusive of upholstery materials) after delivery and installation.

Worden warrants the products sold to be free from material defects in material and workmanship.

During the Warranty Period, Worden's sole obligation and the Customer's sole remedies pursuant to this Warranty are limited to repair or replacement, at Worden's option, of any product, part, or component covered by this Warranty and sold after the effective date of this warranty which fails under normal use and service as a result of a material defect in material or workmanship.

Worden does not warranty products that are exposed to extreme environmental conditions or that have been subject to improper storage.

Warranties on purchased hardware and finished components, including but not limited to hinges, pulls, handles, legs, and steel frames, are limited to the hardware and component manufacturer's warranty, and this Warranty does not apply to such components.

Any misuse, abuse, modification, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental condition, or use contrary to any instructions issued by Worden voids the Warranty and this Warranty does not apply.

Notwithstanding the foregoing, Worden does not warrant and this Warranty does not apply to:

- natural variations in wood grain or figure or the presence of character marks
- changes in surface finishes, including colorfastness, due to aging or exposure to light
- failure resulting from normal wear and tear
- the matching of colors, grains, or textures of natural materials
- surface damage from sharp objects, writing instruments, or prolonged exposure to sunlight
- individuals purchasing Worden's products for personal, family, or household use

WORDEN SHALL NOT BE LIABLE FOR LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Purchaser shall indemnify and hold harmless Worden and its officers, directors, shareholders, employees, agents, and affiliates (the "Indemnified Parties"), from any loss, damage, claim, liability or expense that the Indemnified Parties may suffer arising from Purchaser's design, specifications or material provided by Purchaser.

Worden's liability with respect to its products shall not exceed that expressly set forth herein, irrespective of the theory upon which any claim might be based, including breach of warranty, breach of contract, negligence or strict liability, and no person or entity is authorized to assume any liability on behalf of the Company in connection with the sale or installation of the Company's products except as set forth herein.

THE WARRANTIES SET FORTH HEREIN ARE THE SOLE WARRANTIES MADE BY WORDEN IN REGARD TO ITS PRODUCTS. WORDEN HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY WORDEN, OR ANY OTHER PERSON ON WORDEN'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED HEREIN.