

# TERMS & CONDITIONS

## Terms & Conditions of Sale

These Terms & Conditions of Sale ("Terms") pertain to and are the only terms that govern all quotations and orders for FORM furniture products from Form Furniture LLC ("FORM"). These Terms and the applicable acknowledgment issued by FORM comprise the entire agreement between FORM and the purchaser described in the acknowledgment, and supersede all prior or contemporaneous understandings, agreements, negotiations representations, warranties and communications, whether written or oral.

## Orders

Orders must include complete customer contact information including company name, phone number, contact person phone number & email address, bill to address, and ship to address with contact name and phone number.

Purchase orders require:

- Purchase order number
- Requested ship date/delivery date
- Quantities
- Complete model number (including textile code, where applicable)
- End user
- Unit price with discount
- PO total
- Acknowledgement email address
- Special instructions.

If the purchase order includes appropriate location/tagging information, FORM Furniture will gladly tag furniture items with their intended locations/tagging for ease of installation.

Purchase orders should be sent to:  
orders@form-furniture.com

These Terms prevail over any terms contained in any purchase order or general terms and conditions of purchase, and any such additional or different terms are hereby rejected.

## Order Acknowledgements

FORM's written acknowledgement indicates acceptance of the placed purchase order and is subject to FORM's Terms. Orders will be acknowledged within 48 hours of receipt of the PO. The acknowledgement is a detailed description of items, prices, shipping information and shipping date. Review the acknowledgement and notify FORM immediately if there are any discrepancies in the acknowledgement.

## Prices

Except where otherwise noted in the acknowledgement, all prices are current list at the time the order is placed. Pricing does not include installation, shipping, taxes, or storage. FORM will make every effort to notify customers of any pricing or specifications changes, however, FORM reserves the right to change prices or specifications without notice.

## Payment Terms

Standard terms are Net 30 from date of shipment and a 50% deposit is required for standard orders over \$50,000. A 50% non-refundable deposit is required for any order that contains custom product. A service charge of 2% per month, accrued monthly, will be assessed on all past due amounts, and FORM may suspend its delivery of products until all payments have been received in full.

## Cancellation and Order Changes

Order changes or cancellations must be made more than 72 hours prior to the acknowledged ship date. Any changes or cancellations made to standard orders within 72 hours of the acknowledged ship date will incur a 15% change/cancellation fee. Additional re-stocking fees may apply. Orders that contain custom product cannot be changed or cancelled.

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Please contact FORM Customer Service for assistance with any order changes or cancellations.

Contact Customer Service at:  
customerservice@form-furniture.com

## Shipping & Delivery

Standard shipments are made via common carrier, unless otherwise specified. Standard deliveries are dock-to-dock and are scheduled to occur between Monday-Friday 8a-5p. Title to and risk of loss of the products shall pass to the customer upon delivery. FORM will attempt to accommodate basic shipping instructions (i.e. "call ahead" or "deliver before 12p) as long as that information is included on the order.

Worktops ordered in quantities of 5 or less will incur a \$150 shipping charge. Table bases ordered in quantities of 5 or less will incur a \$50 shipping fee.

Products are thoughtfully inspected, secured, and packaged for shipment; however, FORM is not responsible for delays or failures of delivery when those failures are caused by matters beyond FORM's reasonable control, including by the carrier. If delivery issues are encountered, please contact FORM Customer Service immediately and our team will make every effort to assist in rectifying the issue.

Contact Customer Service at:  
customerservice@form-furniture.com

## Storage

FORM does not have capacity for storage of products for an extended period. Should a customer be unable to accept to receive the product as originally planned, contact FORM Customer Service and our team will make every effort to assist in helping

resolve the issue. Any storage fees that are incurred will be the responsibility of the customer.

Contact Customer Service at:  
customerservice@form-furniture.com

## Freight Damage

FORM thoughtfully packages, secures, and ships all products, however, we understand that damage to cartons or products can occur during transit. If an order was received with freight damage (concealed or external), please follow these steps for an expedited resolution. FORM will, if notified within sixty (60) days from the date of shipment, as determined by FORM and as the customer's sole remedy and FORM's exclusive liability, repair, replace, or issue a credit for the purchase price of the damaged products.

### **If damage is visible:**

- Accept the shipment and document freight damages on the freight bill
- Take pictures of the damage for claim submission
- Contact FORM Customer Service to report the issue immediately

### **If damage is concealed:**

- Save the product, carton, and inner packaging
- Take pictures of the damage for claim submission
- Contact FORM Customer Service to report the issue **within 60 days** of delivery.

Contact Customer Service at:  
customerservice@form-furniture.com

## Returns and Refusals

Although FORM does not accept returns, it is important that all of our customers love their FORM Furniture as much as we do. If there is a need to return product, please contact FORM Customer Service.

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If a customer needs to refuse a shipment for any reason, please contact FORM Customer Service immediately so we can assist in making appropriate arrangements for the shipment. Refused shipments will incur a 15% restocking fee plus the cost of the return freight, billable to the original customer.

Contact Customer Service at:  
[customerservice@form-furniture.com](mailto:customerservice@form-furniture.com)

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## Warranty Coverage

FORM Furniture is committed to the complete satisfaction of our customers with our products and performance. If a problem arises with a FORM Furniture product, please contact our Customer Service team immediately and we will make every effort to rectify the situation.

The original end user of FORM Furniture's product is protected against defects of materials and workmanship for the following warranty periods:

*Seating Components:* 12 years

*Seating Textiles & Mesh:* 5 years

*Handset for Height Adjustable Table Base:* 5 years

*Height Adjustable Table Bases*  
(not including handset): 10 years

*Laminate Tabletops:* 5 years

*Powder Coated Tabletops:* 5 years

*Monitor Arms:* 12 years

*Storage & Storage Accessories:* 5 years

The warranty does not cover damage from ordinary wear and tear, or damage resulting from accident, alteration, misuse, abuse, tampering, or negligence.

In the event that the customer notifies FORM prior to the expiration of the applicable warranty period and FORM determines that the applicable products fail to conform to the foregoing warranty, FORM will, at FORM's election and expense, and as the customer's sole remedy and FORM's exclusive liability, repair, replace, or provide a refund of the purchase price of the nonconforming products.

If a problem arises with FORM product outside of the warranty period, contact our Customer Service team.

### **Disclaimer**

EXCEPT AS EXPRESSLY SET FORTH ABOVE, FORM DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING, OR OTHERWISE.

### **Limitation of Liability**

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN; (a) FORM SHALL NOT BE LIABLE FOR LOST PROFITS, REVENUE OR LOSSES DUE TO BUSINESS INTERRUPTIONS, OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SPECIAL DAMAGES, HOWEVER THE SAME MAY BE CAUSED, REGARDLESS OF THE FAULT, NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE OR OTHERWISE), PRE-EXISTING DEFECT OR STRICT LIABILITY, DIRECTLY OR INDIRECTLY ARISING OUT OF THE PRODUCTS OR THESE TERMS; AND (b) FORM'S ENTIRE LIABILITY, AND THE CUSTOMER'S EXCLUSIVE REMEDY, IN LAW AND EQUITY OR OTHERWISE, WITH RESPECT TO THE PRODUCTS OR THESE TERMS, IS SOLELY LIMITED TO THE AMOUNTS PAID BY THE CUSTOMER TO FORM FOR THE PRODUCTS TO WHICH THE APPLICABLE CLAIM RELATES.

### **Term and Termination**

These Terms shall become effective upon FORM's acceptance of the customer's order and shall remain in force until all products under the applicable order have been delivered, unless earlier terminated as permitted herein. FORM may terminate the customer's order and these Terms immediately by written notice to the customer if the customer fails to pay any amounts when due and fails to cure such non-payment within ten (10) days of receipt of written notice thereof, or if the customer breaches these Terms and fails to cure such breach within thirty (30) days of receipt of written notice thereof.

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## **Miscellaneous**

In the exercise of their respective rights, and the performance of their respective obligations, under this Agreement, the parties are, and shall remain, independent contractors. Neither party shall bind, or attempt to bind, the other party hereto to any contract or the performance of any other obligation or represent to any third party that it is authorized to enter into any contract or binding obligation on behalf of the other party hereto. These Terms shall be governed by and construed in accordance with the laws of the State of Alabama, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of these Terms to the substantive law of another jurisdiction. Any legal suit, action or proceeding arising out of or related to this Agreement will be instituted exclusively in the federal or state courts serving Jefferson County, Alabama. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to these Terms. The parties specifically waive any right to a jury trial regarding disputes related to these Terms. The customer may not assign the order or these Terms without the prior written consent of FORM. The order and these Terms may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by an authorized representative of each of the parties. If any provision of these Terms is held to be illegal, invalid or unenforceable under any applicable laws, such provision shall be fully severable, these Terms shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions of these Terms shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. No waiver by a party of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any rights or remedies arising from these Terms will operate or be construed as a waiver thereof. No single or partial exercise of any right or remedy arising from these Terms will preclude any other or further exercise thereof or the exercise of any other right, remedy power or privilege. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration, including without limitation the Sections entitled Warranty Coverage, Disclaimer, Limitation of Liability and Miscellaneous.