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## **TMC Furniture, Inc. - Terms, Conditions and General Information**

Project – Norman Central Branch Library, TMCKids Early Literacy Installation as described in TMC Quote #14683

Client – The City of Norman, 201 West Gray Street, Norman, OK 73069

Date – February 22, 2019

This Agreement is between TMC Furniture, Inc. having offices at 119 East Ann Street, Ann Arbor, MI and the Client. It is effective on the date listed above.

### **Prices**

All prices are Net F.O.B. our factory in Grand Rapids, Michigan. Our chair pricing includes packing and corrugated cartoning for common carrier shipments. Our product prices do not include freight, storage, taxes or additional packaging required for UPS or blanket wrapped shipments. Our prices are subject to change without notice. We reserve the right to change quotation prices prior to acceptance by you. Our quotation prices are valid for 30 days; a TMC quote older than 30 days must be re-submitted for dating and approval. Any pricing for orders in which you specify a shipment 90 days or more after the formal date of acknowledgment will be based on the product's prevailing price at time of shipment.

### **Credit and Payments Terms**

New customers are encouraged to establish an open account; to do this, please request a credit application from our accounting department. One bank and three trade references will be required. Credit will be established upon review and approval of your application. Please allow up to four weeks delay for credit approval. We require a down payment of 50% for all new accounts and/or custom orders; we will not schedule custom orders for production until the down payment is received. The remain 50% balance will be due net 15 days after completion of installation. We add a service charge of 2% each month to all past due accounts. Additionally, we cease processing all orders for past due accounts until the amount due, including any service charge, is paid in full.

### **Changes and Cancellations**

You must receive factory approval to change or cancel your order. We will make every reasonable effort to stop production scheduling and shipment after we have received your written notification of any changes, cancellations or deferments. However, we ask that you comply with the following:

#### **Order Changes**

Order changes are subject to a fee which will be used to cover administrative, design and/or engineering time. Any change request(s) must be documented in writing. We will in turn, confirm in writing, our acknowledgement of your change and inform you of the fee amount (if applicable). Order changes received after production has started involving only an increase in quantity will not be assessed a charge. Custom orders or orders with custom finishes cannot be changed after work has been started. Orders for upholstered chairs may not be changed after upholstery cover has been cut. You will receive the goods as ordered and be liable for amount due.

#### **Cancellations**

We charge \$100 for cancellations received prior to production. Cancellations received after production has been started will be assessed the total accumulated cost of the project plus a \$100 net cancellation charge to cover administrative costs.

**Deferred Shipments**

If you request a delay in shipment of your order and your order is complete or in the production cycle, then we assess charges from the completion date in accordance with our policy for "Storage by the Manufacturer."

**Storage by the Manufacturer**

If you cannot accept delivery when your furniture is ready, according to the terms of our acknowledgement, then we reserve the right to transfer the merchandise to storage at your expense, and the order will be invoiced at the time of storage. Payment of this invoice will be due on the original terms stipulated in our acknowledgement. Storage charges and freight charges for delivery will be invoiced separately upon release of the merchandise from storage and will be due upon receipt of the invoice. We charge \$3.50 net per hundred weight, or a minimum of \$35.00, whichever is greater, plus \$35.00 net handling for any items that are required to be stored for more than a week. If long-term storage (i.e., anything over 30 days) becomes necessary, then we require you to arrange appropriate warehousing and insurance coverage and the merchandise will be stored at your risk.

**Shipping**

We will ship in accordance with your written instructions. If you omit specific shipping instructions, then we will ship in the manner that we consider to be the best way. All shipments are sent F.O.B. Grand Rapids, Michigan. Our liability ends when the carrier issues a receipt to us, which is an acknowledgement by the transportation company that the shipment has been received in good condition. Title of the goods and risk of loss then transfers to you. Freight must be paid by you unless otherwise acknowledged in writing by TMC. We make every effort to ship orders complete and on schedule. We reserve the right to make partial shipments as merchandise is ready. Our failure to deliver all the merchandise at one time does not relieve you from the obligation to accept and pay for the merchandise you receive.

**Damage Claims**

All our products are thoroughly inspected prior to shipment from our factory and packed to comply with carrier requirements. You should carefully inspect all items upon arrival and note any obvious damage on the receipt of delivery and if possible, photograph the damage. You need to file a written claim immediately with the carrier if you discover any obvious or subsequently concealed damage. Caution: When a clear receipt is obtained by a carrier, then the carrier is no longer responsible for damages or shortages. Damaged freight cannot be refused by the consignee (buyer). Processing claims for damage and shortages are the responsibility of the buyer. At no time can claims be deducted from our invoices.

**Product Dimensions, Weights, Specifications and Variations**

The sizes and weights listed for our products are approximated. We reserve the right to make changes in design and construction or discontinue products without notice. Due to conditions beyond our control all wood products, fabrics and vinyls are subject to variations in color, texture and grain. Our price list specifications supersede all other specifications whether verbal or written and may not be altered without the written consent of an officer of TMC. All clerical errors on any agreement, publication, correspondence, price list, or product literature pieces are subject to correction at any time.

**Care and Maintenance**

Since furniture is installed and used under a variety of conditions, we urge you to make inspections no less than every six months to look for damage or signs of structural fatigue incurred in daily handling, use and abuse. Your examination should include welds, machine screw assemblies and the shell to base fasteners. If you discover problems that could compromise the structural safety of a chair, table or other product, you should immediately remove it from service and TMC should be notified. Coats and other articles should not be hung on the backs of chairs. This practice may cause chairs to be unstable.

**Wood Edges and Veneer Surfaces**

Clean surfaces with a damp soft cloth. Dry surface by moving a soft cloth in the direction of the wood grain. Avoid placing tables under intense direct sunlight.

**Powder Coat Surfaces**

Clean surfaces with a mild soap solution. Dry with a soft cloth.

### Chrome Surfaces

Clean with window cleaner or a damp cloth. Dry with a soft cloth.

### Warranty

All TMC products are made to our high production and design standards and are warranted to be free from defects in material and workmanship for a period of five years from the date of shipment from our factory. Our obligation during this warranty period is limited to repair or replacement at our option. This warranty covers defects in workmanship that would lead to veneer lifting or peeling, glue joint failure, and wood joints pulling apart. TMC's warranty covers the lifting of plastic laminate, linoleum or other surface material from substrate, but we can only underwrite the original manufacturer's guarantee against scratching, chipping and material defect. TMC uses finishing techniques that highlight the inherent beauty of wood. However, wood is a natural product with naturally-occurring imperfections: depending on the species and cut certain hardwoods and veneers may absorb our stains differently; all finishes can be expected to mellow with age; and some expansion/contraction is normal. Therefore, the foregoing is not considered defects in materials or manufacturing process and are not covered under this warranty. TMC does not warrant products manufactured to the specifications of others nor their fitness for particular purpose or use. No warranty is made for non-standard materials selected by and used at the request of the customer such as COM, COL, or any other customer-supplied or specified product. Our warranty becomes null and void on any goods repaired or altered by any person who is not authorized by TMC or where the purchaser has failed to follow published instructions for assembly, use or care. This warranty covers our products under normal use and in service under conditions for which the products are designed. TMC considers normal use to be single-shift service (eight hours per day, five days per week); extended use (multiple shifts, 24-hour facilities, etc.) will reduce this warranty to two years. Additionally, this warranty becomes null and void on any products which, in the judgment of TMC, have been subject to abuse, misuse, improper storage, negligence, acts of God, or environmental conditions such as heat or humidity or damage to the products that is not attributable to the failure of the products themselves. We make no other warranties either expressed or implied regarding any matter whatsoever, including, without limitation, the condition of the merchandise, its merchantability, or its fitness for any particular use or purpose, and in no event shall TMC be liable for incidental or consequential damages. Any defects should be reported immediately. All claims will be processed by TMC's Customer Service Department, and all returns must be authorized by us in writing. Merchandise authorized for return, repair or replacement must be removed from service, shipped and installed at the expense of the customer. A copy of the original purchase order must accompany all claims. This warranty is not transferable.

Date of Authorization - \_\_\_\_\_

Authorized Client Signature - \_\_\_\_\_

Title - \_\_\_\_\_

Authorized TMC Signature -  \_\_\_\_\_

Title -  \_\_\_\_\_