

Warranty

NOTICE: These General Terms and Conditions of Sale are those of LFTM, Inc dba Top Dawg Modular Service a *re-manufacturer* of Herman Miller and Haworth Office Systems and an independent after-market supplier of office furniture. Any reference to brands, colors or like designators or original equipment manufacturers ("O.E.M'S) is for the limited purpose of informing of the intended use of our products, and are not to express or imply any O.E.M. approval or authorization.

TERMS: 50% down, 50% upon delivery (This does not include ADDITIONAL product or labor added or changed during or after project). 50% Down is required to schedule project(generally), unless waived by LFTM in writing, in which case 100% of invoice is DUE UPON DELIVERY.

DEDUCTIONS: No deductions allowed from invoices for any reason without authorization. 10% maybe withheld for punch list items upon approval.

LEAD TIMES: LFTM, Inc. will use its best efforts to obtain delivery within quoted lead times. However, LFTM, Inc. cannot be held responsible for delays created by our vendors, inclement weather, natural or manmade disasters. Top Dawg reserves the right to substitute fabrics, laminates and paints at any time. Additionally, Top Dawg is not responsible for schedule delays precipitated by a client's change orders, mismanagement of schedules with other vendors, internal deliberations, or inactive decision making process.

ORDER CHANGES/CANCELLATIONS: Any changes to orders must be submitted in writing to LFTM, Inc. for pre-approval. Standard cancellation/restocking fee for returned or canceled orders is 40%. However, all non-stock items, including specialty painted items cannot be cancelled. Any changes to **LABOR** from standard to STAIR CARRY, WEEKENDS or BEFORE/AFTER HOURS will be billed appropriately at special rates (if not included in original estimate). Standard labor is business hours (MON-FRI / 8am – 4pm / no stair carry). Any changes that require re-writing invoices, additional communication with vendors to request changes, rerouting of deliveries etc. will incur Administrative fees at \$55.00 per hour.

TRANSIT DAMAGE: Please inspect all merchandise immediately upon receipt. If merchandise is, or appears damaged, do not unpack. Call carrier for inspection. Notification of concealed damage must be made to the freight company delivering the goods. Title to the goods and risk of loss pass to the buyer once LFTM, Inc. or its vendor delivers its goods to the carrier.

REDELIVERY OF FREIGHT: When re-delivery of merchandise is required because the customer is unable to accept the merchandise and no notification of this fact was given to LFTM, Inc., the actual cost for freight, re-handling and warehousing, plus a 20% surcharge, will be billed to the customer.

PRODUCT DESIGN: LFTM, Inc. reserves the right to change design and construction and discontinue products without prior notice. All dimensions shown are considered to be approximate.

ELECTRICAL: LFTM, Inc. is responsible *ONLY* for the electrical components *WITHIN* the furniture system. End user/client must provide their own certified electrical contractor for any **HARDWIRING** to building.

WARRANTIES: Panel systems (includes panels and work surface)	10 years
Components (includes overhead storage and pedestals,	
Keyboard Tray, pencil drawer)	5 years
Textiles	3 years
Electrical (includes duplexes and task lights)	1 year

Above warranty periods covers remanufactured and new product only.

KEYS: For New and Remanufactured product, LFTM, Inc. provides keys for all lockable components. LFTM Inc. DOES NOT provide keys for used "AS IS" product that did not come with keys. Keys may be purchased for an additional \$12.00 per key.

INSURANCE CERTIFICATES: Customer must provide to LFTM, Inc. a REQUIREMENT SHEET and Insurance Certificate SAMPLE. LFTM Inc. requires a minimum **one week notice** to provide Insurance Certificates. There is no charge for our Standard Insurance Coverage which include additional insureds. **Endorsements** for the additional insureds and any special requirements are an additional \$50.00. If LFTM is not granted access to building because customer failed to request Insurance Certificates, customer will be billed appropriately for manpower and trip out to project.

WARRANTY INFORMATION AS APPLIED TO PRE-OWNED/USED PRODUCT: LFTM offers all used furniture in AS-IS condition. LFTM ensures every effort is made to provide pre-owned product in a reasonable condition. Reasonable condition is defined as: Fabrics are free from rips and tears with exceptions given to normal wear and tear (includes fading). Laminates are free from deep gouges and chips exceeding 3/8" in length/diameter. Painted surfaces are free from abnormal/excessive scratches and dents with exceptions given to normal wear and tear.

This warranty is made by LFTM, Inc. only to purchaser acquiring the product directly from LFTM, Inc. or its authorized dealers. LFTM, Inc.'s obligation and the purchaser's remedy pursuant to this warranty are limited to repair or replacement, at LFTM, Inc.'s option, of parts which prove, under normal use, to be defective within the period stated. This remedy is expressly agreed to be exclusive as a condition of such replacement. No person, firm, or corporation is authorized to assume for LFTM, Inc. any other liability in connection with LFTM, Inc. products.

THERE ARE NO OTHER WARRANTIES EXCEPT AS EXPRESSLY SET FORTH ABOVE EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

LFTM, INC. LIABILITY WITH RESPECT TO IT'S PRODUCTS SHALL NOT EXCEED THAT EXPRESSLY SET FORTH ABOVE, IRRESPECTIVE OF THE THEORY UPON WHICH ANY CLAIM MIGHT BE BASED INCLUDING BREACH OF CONTRACT WARRANTY, NEGLIGENCE, OR STRICT LIABILITY ON TORT UNDER NO CIRCUMSTANCES SHALL LFTM, INC. BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

This warranty does not apply to damages resulting from shipment, storage, accident, alteration, misuse, assembly or installation. All claims under this warranty must be made in writing prior to the repair or replacement of the products.

Customer Signature: _____

Date: _____

On accounts referred for collections, customer agrees to pay reasonable collection fees and/or attorney fees and court cost. Any litigation resulting from disputes, customer agrees to have case heard within the jurisdiction of Alameda County, California.