

# WARRANTY & TERMS AND CONDITIONS

2019

**AI**S

# WARRANTY

## Limited Lifetime Warranty

This warranty is given to the initial purchaser and is valid for as long as the product is owned by the original Buyer. The warranty, which runs from the date of manufacture, covers defects in materials and craftsmanship found during normal usage of the products during the warranty period. If a product is defective, and if written notice of the defect is given to AIS within the applicable warranty period, AIS (at its option) will either repair or replace the defective product with a comparable component or product. The limited lifetime warranty applies to all products regardless of the number of shifts the product is used each day except as noted below.

<b>Applicable Warranty Period</b>	<b>Products / Restrictions</b>
Lifetime (as defined below)	All AIS branded products (except as noted below)
Ten (10) Years	Electrical products AIS Seating (frames and control mechanisms) Calibrate Series
Ten (10) Years - 24/7 Shift	Devens Seating
Five (5) Years	Moving parts, which include keyboard mechanisms, locks, suspensions, casters as well as AIS fabrics, upholsteries and mesh.  AIS Seating (pneumatic cylinders, casters, glides, bases and arms, mesh and seating upholsteries, Granite seating*)

This warranty does not apply to normal wear and tear damage caused by carrier, damage caused by transport of product from one site location to another, alterations to the product not expressly authorized by Seller, and products considered to be of a consumable nature such as bulbs and light ballast. AIS Seating normal use as defined under this warranty is the wear and tear that occurs during a 40 hour week when the product is used by a person weighing 300 pounds or less. \*Granite is warranted for five years and rates for a person weighing 250 pounds or less. AIS will not warrant any altered components or parts.

This warranty shall not cover labor or delivery charges and does not apply to items subjected to abuse, misuse, neglect, alteration, damage cause by shipment, storage, accident, fire, flood or act of God. The limited warranty is the sole remedy for product defect and no other expressed or implied warranty is provided, including but not limited to any implied warranties of merchantability or fitness for a particular purpose. AIS shall not be liable for consequential or incidental damages arising from any product defect. A customer's exclusive remedy with respect to any and all losses or damages resulting from any cause whatsoever shall be repaired or replaced as specified above.

It also does not apply to customer's own material (COM - i.e. material specified by Buyer that is not a standard AIS product offering) used in the manufacture of AIS products. Special Products that are not offered in the AIS standard price list will have a warranty of one year. A product will not be considered defective and Seller will not be obligated to replace it, if the product is not installed properly or is used in a "non-standard" fashion as prescribed by AIS. It is at the sole discretion of AIS to make a determination if a defect is due to improper product installation.

**THIS LIMITED WARRANTY IS THE SOLE REMEDY FOR PRODUCT DEFECT AND NO OTHER EXPRESS OR IMPLIED WARRANTY IS PROVIDED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AIS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES.**

**Pricing & Discounts**

Pricing is determined by size of order and other criteria. Refer to your Authorized AIS Dealer Pricing Program for complete guidelines.

**Pricing & Discounts**

- Purchase orders must be received by 12:00 noon EST in order for the following day to be considered start of ship date lead-time.
- The total net amount of order must be clearly indicated on all purchase orders.
- Account must be in good standing and have no past due balance for purchase order to be accepted.
- Only Authorized AIS Dealers may purchase from AIS.
- Special pricing taken on any order must reference AIS Special Pricing Authorization (SPA).
- If there are any discrepancies on purchase order, dealer will be required to "sign off" on final order detail. Signature by dealer constitutes acceptance of new purchase order amount and item details contained therein.

**Order Submission**

Orders should be placed electronically through the AIS website using eOrders in DealerNet. Any questions on how to submit and track orders should be directed to your Customer Service Representative. Orders may also be faxed or emailed to AIS Customer Service.

- Fax: 978-567-5187
- Email: [orderentry@ais-inc.com](mailto:orderentry@ais-inc.com)
- Orders can be tracked online at [www.ais-inc.com](http://www.ais-inc.com) -> Dealer Net -> Orders

**Order Changes & Cancellations**

AIS understands that from time to time changes may be required on orders; however, as all AIS products are produced custom for each order, changes and cancellation costs will be assessed based on the following schedule. Review your acknowledgment thoroughly. All dates below are from time of acknowledgment.

- No fee for orders changed or canceled within one day (24 hours).
- A fee of 50% of the net pretax total of affected product if order is changed or canceled within two days (48 hours).
- A fee of 100% of the net pretax total of affected product if order is changed or canceled after two days (48 hours).
- A fee of 100% of the net pretax total of all product on Rush Orders or orders with custom product if changed or canceled after 24 hours.

Any non-standard worksurface sizes, panels, fabrics, laminates, paint colors, or product modifications are considered custom.

**Important:** Changing a product size to another size is considered a "cancellation" of one product for another and falls under the above program.

**Add-On Orders**

Refer to your AIS Dealer Pricing Program via AIS DealerNet for terms and conditions for add-on orders.

**Payment Terms**

A signed purchase order is required for all orders, unless waived by an officer of Affordable Interior Systems, Inc. (AIS). First time orders require a 50% deposit, unless waived by an officer of Affordable Interior Systems, Inc. (AIS). With approved credit, all balances are due within 30 days of invoice date.

**Rush Orders**

For orders requiring less than stated lead-time, AIS will determine feasibility of meeting required lead-time and will assess the following "rush fee" if request can be accommodated.

**Credit**

Three trade references (including bank and account number) are required. All accounts with balances beyond 30 days of invoice date will be put on credit hold until the balance is paid in full.

**Acknowledgments**

Every order is acknowledged via e-mail. Dealer must sign the acknowledgment and return to Customer Service within 24 hours. Orders will be manufactured and invoiced based upon the information on the acknowledgment. If there is any discrepancy, please notify AIS immediately. Orders are accepted by AIS per terms on the acknowledgment.

All acknowledgments contain a two day window estimated shipping date.

If you do not want the merchandise earlier than the specified date, please write "Do not ship for arrival before \_\_\_\_\_" on your purchase order.

**Sales Tax**

Affordable Interior Systems, Inc. is registered with multiple states. In this case, we are required by law to collect and remit sales tax to the states in which we are registered. Please download and complete the Multi-Jurisdictional Sales Tax Exemption Form from our website for all states which your company has a valid resale tax exemption certificate. Fax a completed form to our Accounting Department at (978) 562-0811.

Multi-Jurisdictional Sales Tax Exemption Forms are available on DealerNet.

**Freight Policy**

FOB origin, freight pre-paid. Delivery includes standard Monday through Friday 7am to 5pm deliveries.

**Tracking Shipments**

You will receive an email confirmation once your order has shipped that includes the following information: carrier, contact information and shipping reference number. AIS strongly encourages you to contact the carrier in order to track your shipments closely for an estimated delivery date.

**Guaranteed Deliveries**

AIS will gladly accept requests for delivery times and for drop-shipments to job sites on full truckload shipments. AIS is not able to guarantee specific delivery times for any less than truckload (LTL) shipments. Please contact AIS Customer Service if you require delivery on a specific day during standard business hours and for a non-rushed shipment. We offer a guaranteed two hour window receipt on full truckload shipments for \$250 for one truckload, or two or more truckloads for \$500 during standard business hours. Your CSR must be notified a week prior to your ship date otherwise additional fees may apply. After-hours, holiday and weekend shipments may be arranged for an additional charge on full truckload shipments. Please contact AIS Customer Service for those rates. Please note that in the case of a missed guaranteed shipment the carrier is only liable for that additional charge, not for labor or other damages.

**Call Before Deliveries**

You may arrange a delivery with the carrier by noting "Call Before Delivery" on your order, which will typically delay receipt of the product to you by about one day. You cannot add a call before delivery on a truckload shipment if you also have a guaranteed delivery arranged. Please note that call before deliveries are estimates only and should not be used when shipping direct to a job site. AIS is not responsible for any damages incurred for any late deliveries, including labor or any other charges resulting from unforeseen delays by any AIS or dealer chosen carrier. AIS strongly urges dealers to take into consideration the risk that carriers typically allow for a two-day delivery range.

# TERMS AND CONDITIONS

## Consolidating Orders

AIS acknowledges orders with a two day ship date range. We are committed to shipping your products within that acknowledged range. Shipments may be combined and consolidated in order to create a full truckload shipment. Shipments may also be hand load- ed in order to avoid LTL spillover. Full truckload shipments have less variable transit times as well as significantly less freight damage. Our goal is always to provide you with the best possible delivery service. Transportation efforts are managed as part of an ongoing effort to improve AIS's transportation efficiency thereby saving fuel, reducing emissions, and reducing air pollution associated with AIS's transportation activities.

### Please note:

Dealer may incur additional carrier Accessorial Fees if not specified and quoted at the time of order for the following, which may include but are not limited to:

- No loading dock
- Redirect of product
- Refusal of product
- Storage
- Special truck size (standard is 53" trailer)
- Street unloads
- Lift gate requirement
- Detention charges after 2 hours of unload time for TL and 30 minutes for LTL

## Deductions

Deductions from invoices are not allowed, for any reason, without authorization from AIS.

## Delay of Shipment

Acceptance of AIS acknowledgment confirms order ship date. If dealer requests delay of shipment for any period greater than one day from scheduled ship date, storage fees will be assessed. Dealer must submit purchase order for estimated storage costs.

## Freight Claims

AIS will file freight claims for loss or damage if policy is followed. In order to make this policy maintainable, certain requirements must be met by the consignee in accordance with freight laws and carrier policies. These requirements are as follows:

All damage or lost freight should be reported to AIS within 72 hours of receipt. In the case of obvious damage, it must be noted in short detail on delivery receipt (i.e. scratched surfaces, dented cartons, missing pieces).

- If missing or damaged freight is discovered after receipt is completed, consignee must notify Carrier or AIS within 72 hours and request a corrected delivery receipt acknowledging loss or damage.
- A detailed list of missing or damaged pieces is required in order to assess the value of the claim. Upon receipt of this information, AIS will contact the carrier and request an inspection or waiver thereof.
- In the case of concealed damage, AIS must be informed within 10 days of receipt of product. All damaged product and pack- aging must be preserved as received pending an inspection or waiver of inspection by the carrier. All product that has a claim pending against it must be available for carriers to salvage once the claim is paid.
- It is highly encouraged that digital photos are taken of any suspected freight damage. Photographic evidence substantiating claims should be provided electronically to AIS.
- Any failure to adhere to these policies and procedures will result in claim responsibility shifting from AIS to the consignee.

## Force Majeure

Seller shall not be liable for failure to perform or for delay in performance due to fire, flood, strike, or any other labor difficulty, act of God, act of any governmental authority or of the Purchaser, riot, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or failure of suppliers to meet their contractual obligations or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, Seller reserves the right to extend the date of delivery or time for completion by a period of time reasonably necessary to overcome the effect of such delay, to allocate any available supply of goods in a manner it deems reasonable, or to cancel any purchase order.

## Liability

Seller, its contractors, authorized dealers and subcontractors or suppliers of any tier shall not be liable in contract, in tort (including negligence and/or strict liability) or otherwise for any special, indirect, incidental or consequential damages whatsoever, including, without limitations, damages or loss of other property or equipment, loss of profits or revenue or loss of use of equipment (including additional expenses incurred in using existing facilities).

The remedies set forth herein are exclusive, and the liability of Seller with respect to any contract or anything done in connection therewith, such as the performance or breach thereof, or from the manufacture, sale, delivery, resale or use of any Product covered by or furnished under the order, whether in contract, in tort (including negligence and/ or strict liability) or otherwise shall not exceed the price of the Product or part on which such liability is based.

## Local Codes

Seller considers its product to be office furniture and subject to all applicable local re, electrical and building codes. Since local codes may vary, the purchaser is responsible for the proper application and installation of AIS product in accordance with the requirements of these local codes. Seller shall not be responsible for any damages or expenses resulting from Purchaser's specifications not conforming to the requirements of the law or local building codes, unless it specifically agrees in writing to do so. Since Seller has no control over the use to which others may put its Products, each user or specifier should determine the Products' suitability for the particular application.

## AIS Supported Specification Software

AIS provides (at no cost) symbols and data libraries for the following applications. Only Authorized AIS Dealers may purchase AIS products. AIS supported software libraries are:

- 20-20 GIZA
- 20-20 CAP
- Project Matrix

**Please reference the AIS Lead-Time Guide on DealerNet for current AIS lead-times.**

### **Quick Ship Lead-Time**

The quick ship lead-time does not include a 24-hour order processing period. Quick Ship items are noted throughout the catalog with a “Y” designation in the Quick Ship column of the pricing tables. Please see the table at the end of the Terms section for items not available on Quick Ship.

- Any Grade A fabric
- Any Grade A paint color
- Any Grade A laminate (except on Matrix tiles, DiVi inserts, laminate pedetals and overheads)
- Any Grade A 2mm edgeband color

Orders missing part numbers and corresponding required finish information are considered incomplete. These orders will not be processed until correct information is received. Lead-time begins 24 hours after receipt of complete and processable order as defined in the purchase order requirement section of this program. Orders over \$300k list may require additional lead-time based on factory or supply conditions. Please contact Customer Service to verify lead-time availability before placing order.

Quick Ship status is applied to certain products with certain finishes (see below). Quick Ship status will not be assigned unless all items on an order are available as Quick Ship items and are furnished with Quick Ship finishes. Customer must specifically request Quick Ship status on order or purchase order. If Quick Ship status is not indicated on order or purchase order, order will be placed with standard ship lead-time. AIS Customer Service will confirm ship date on AIS order acknowledgment.

### **Standard Ship Lead-Time**

A standard ship lead-time does not include 24-hour order processing period.

- Includes all above listed items from quick ship and approved Grade B fabric or approved Grade C fabric
- Any Grade A or Grade B paint color
- Any Grade A laminate or approved Grade B laminate
- Any Grade A 2mm edgeband color or approved Grade B 2mm edgeband color

Orders missing part numbers and corresponding required finish information are considered incomplete. These orders will not be processed until correct information is received. Lead-time begins 24 hours after receipt of complete and processable order as defined in the purchase order requirement section of this program. Orders over \$1,000,000 list may require additional lead-time based on factory or supply conditions. Please contact Customer Service to verify lead-time availability before placing order.

# AIS

800.434.7400 | 978.562.7500 | Fax: 978.562.0811 | [www.ais-inc.com](http://www.ais-inc.com)

## **National Showrooms:**

### **Leominster**

AIS Headquarters  
25 Tucker Drive  
Leominster, MA 01453

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### **Chicago**

The Merchandise Mart  
Suite 1086  
Chicago, Illinois 60654

### **New York**

AIS New York  
257 Park Avenue South  
New York, New York 10010

### **Washington, D.C.**

AIS Washington, D.C.  
1400 I St, NW, Suite 750  
Washington, D.C. 20005

### **GSA Sales**

GSA Contract GS-29F-0006K  
FSC Group 71,  
Part 1 Office Furniture

### **For additional information on AIS:**

Dealer Showrooms, Representative  
Directory, Project Case Studies, Online  
Catalog & Product Showcase  
Visit: [www.ais-inc.com](http://www.ais-inc.com)