

Ergotron Contract — Terms & Conditions

Terms of Sale

Ergotron Contract Terms of Sale represent the select offering of products sold exclusively through approved contract furniture dealers. Currently posted price books and terms replace any previously posted price books and terms. These prices and terms are subject to change without notice.

Prices and Taxes

Prices are those in effect at time of order submission and in United States dollars. The dealer is responsible for any sales, use or any other local, state, provincial or federal taxes. Resale or exemption certificate must be submitted at time of order. All discounts, list prices, models and material specifications are subject to change without notice.

Terms of Payment

If credit has been approved, terms of payment are net 30 days from date of invoice. Past due amounts are subject to service charges of 1.5% per month (or the maximum amount permitted by law). Deposits may be required for large or special orders. All amounts due shall be paid in United States dollars. Dealer shall not make any deduction or offset of any kind from any payments due to without first receiving approval from Ergotron Contract.

Purchase Orders and Lead Times

All orders must be submitted in writing to orders@ergotron.com and must include the following details:

- *Bill to name*
- *Ship to name*
- *Bill to address*
- *Ship to address*
- *Telephone number*
- *Contact name*
- *Approved Ergotron Contract customer number*
- *Special pricing approval number (SDO#), if applicable*
- *Dealer PO number*
- *Requested delivery date (within standard lead times)*
- *Any special shipping instructions*
- *Product quantities, part numbers and approved pricing*

Product lead times are subject to change. Ergotron Contract will quote lead times on projects as requested based on the longest lead time item on an order. Split shipments should be requested on the purchase order. All shipping dates are estimated and are not guaranteed.

Order Changes and Cancellations

All change requests or cancellations of orders must be submitted in writing to orders@ergotron.com. Notification of change/cancellation on in-stock items must be submitted within one (1) business day of order placement. Made-to-order and custom product order changes and cancellations must be made within five (5) business days of order placement. If received within these timeframes, order changes and cancellations will be made without penalty.

Returns

All returns must be authorized by Ergotron Contract prior to return. Any returns without proper authorization (RMA #) will not be accepted and will be returned to the dealer at the dealer's expense. No returns will be accepted on made-to-order and custom created products. Approved returns are subject to a 20% restocking fee unless the product was approved for warranty replacement. Return shipping will be the responsibility of the dealer on all non-warranty returns.

Freight

A standard freight charge of \$50 will be applied to every order within the 48 contiguous United States and Canada. All orders are shipped via standard ground service. Alaska, Hawaii, Caribbean, fly-in/remote locations, and any shipment with special delivery requirements (e.g., lift gate, inside delivery, etc.) will require additional charges to be quoted by Ergotron Contract. Dealer may provide a third-party shipping account in lieu of Ergotron Contract quoted freight. Expedited shipping charges will be responsibility of the dealer. Title transfers from Ergotron to the dealer upon delivery to common carrier.

Freight Claims

Ergotron Contract will file all freight claims against third-party freight carriers provided that damage is noted on the Bill of Lading at time of delivery. Ergotron Contract has the right to deny responsibility if the damage is not noted on the Bill of Lading and must be made aware of any product damage within one (1) business day of delivery. All damaged product must be photo documented. Dealer is encouraged to deny shipment or portion of shipment if damage is detected at point of delivery.

Concealed Damage

If concealed damage is detected after delivery, dealer must contact Ergotron Contract within 15 days from delivery date. Original packaging must be retained, and photo documentation must be submitted.

Storage

If customer is unable to accept product shipment at time of delivery and storage is necessary, Ergotron Contract will transfer product to storage at customer's risk and expense. All standard payment terms for order still apply.

Territory

Ergotron Contract products are available for sale within North America and Caribbean. For projects outside of these territories, please contact Ergotron Contract for country-specific product terms.

Questions

All questions can be directed to Ergotron Contract customer service at contract@ergotron.com or 1.855.365.6747 Monday through Friday 8–6 p.m. CST.