

Terms and Conditions of Sale

Terms

izzy's standard purchase terms are Net 30 days from the date of the invoice with approved credit. Other terms and conditions that apply are cited in izzy's Standard Terms and Conditions of Sale. Items are invoiced at shipment. In the case of multiple shipments, items may be invoiced separately. All transactions are in U.S. dollars. All products may ship with standard freight prepaid by izzydesign within the 48 contiguous United States.

Sales and use taxes

Each purchaser is responsible for collecting and remitting any and all applicable sales and use taxes.

Order procedure

All orders must be in writing. Send purchase orders to:

izzy
11451 Harter Drive
Middlebury, IN 46540
or
Fax to 800.831.9821

You can also e-mail to
customersupport@izzydesign.com

Please specify all required options when ordering. This will help to reduce any misunderstanding and assure your order is entered in a timely manner. When you receive an order acknowledgment from izzy, please check it carefully against your original order to be sure all items have been properly acknowledged. Please refer to our acknowledgment number when corresponding about a specific order so that we can give you accurate information on your order. izzy is not liable for orders that cannot be accurately fulfilled due to incomplete or inaccurate information being supplied by you or someone acting on your behalf.

All orders and order changes made with izzy must be in writing and may be subject to a cancellation fee of up to 50%.

Returned goods

Each izzy product is custom made to our customer's desired specifications and therefore is not returnable. Any exception must have prior written approval from izzy and will incur up to a 50% restocking fee. Call izzy Customer Support at 1.866.499.9968 to request a return authorization. Approved returned goods must be shipped freight prepaid by the customer to izzy. Collect shipments will be refused and any associated freight costs will be the responsibility of the customer. Upon approval by izzy, credit will be given for the original price of the product less any restocking fees (up to 50% of the original purchase price).

Cancellations

Cancellations received 7 to 10 days prior to the scheduled ship date will be subject to a cancellation fee of up to 25%. Cancellations received less than 7 days prior to the scheduled ship date will be subject to a cancellation fee of up to 50%. Cancellations received after the order has been entered into the production schedule will be charged a 5% cancellation fee.

Product enhancements

izzy reserves the right to implement minor design changes/modified parts to products through a running change without notice.

Shipping instructions

Our July 15, 2009 pricebook is for delivered pricing under normal dealer terms and conditions, FOB origin. Freight is prepaid on orders of \$1,000 list or more and allowed for regular ground transportation to a single destination within the 48 contiguous states. On orders less than \$1,000 list, a freight charge of \$41 net will apply. Legal title of merchandise passes to the buyer upon acceptance by the carrier. Please indicate the "Ship To" destination address on your purchase order.

Shipping product fully assembled

izzydesign can ship your seating order fully assembled when requested. Add \$65/list price per chair and indicate "Set-Up" on your purchase order.

Palletized freight

izzydesign will ship your order on pallets at an upcharge per your request. Contact Customer Support for more information.

Freight claims

All shipments are delivered to the transportation company in good condition, and our liability ceases thereafter. We will, however, give every possible assistance if shipments are received short or damaged if you follow the approved receiving method. If shipment is received short or damaged, the carrier should endorse freight bill or express receipt and the customer should immediately file a claim with the transportation company.

All common carrier freight claims are the responsibility of the product recipient.

izzy will do everything possible to replace the damaged goods, but the new order will be handled under regular terms and conditions. The customer must obtain credit for the original damaged goods/shortages directly from the freight company.

When filing a claim with the transportation company, several things should be kept in mind:

Be timely (within 15 days – beyond this, it is extremely difficult to recover costs). Check all cartons on site/time of delivery and note any damage/shortage on freight bill or express receipt, and then have carrier and customer sign freight bill or express receipt. When noting damage on freight bill or express receipt, be as specific as possible (include model number on label, position of damage, and any other information that will help the freight company verify the claim). When possible, take pictures of the damaged freight.

Save the carton.

Storage

All merchandise will ship upon completion of production. If customer is unable to accept shipment, izzy may transfer the merchandise to storage. All cost for storage and additional freight incurred will be the responsibility of the customer as well as the risk of loss or damage during storage. After 90 days, the order is deemed cancelled and regular terms and conditions of sale apply.

Intended use and safety notice

izzy seating products are designed for safe use under intended circumstances. Option configurations for customers should be specified by dealers based on guidelines set forth by izzy, the intended use of the seating and the workplace environment for the seating. izzy seating products should not be used to stand on, as a cart for transporting items or for any purpose other than seating one occupant. Under no circumstances should any mechanical or structural modification be made to izzy seating products without written instruction from izzy. Any such modification could result in injury. Customer should check all mechanical parts every 3 to 6 months. If any part of a chair, stool or control is broken, damaged, loose or missing, the chair should not be used. Casters for carpet must be used on carpeted surfaces only. If used on hard surfaces, including chairmats, chair stability will be affected and may result in personal injury. Stool kits are designed, tested and intended for installation on those izzy seating models specified in this price list. Improper specification and installation of stool kits and extension tubes will affect stability and could result in injury to the occupant.

Warranty

Limited lifetime warranty

izzy warrants the products sold by izzy and its subsidiaries to be free from defects in material and workmanship for the warranty periods under normal use detailed below. This warranty covers products sold and delivered for use within United States, Canada, and Mexico. This warranty is extended only to the first end-user of new products purchased for their own use, and not for resale, from izzydesign, its subsidiaries or its authorized dealers.

Normal use as defined under this warranty is wear and tear that occurs during a 40-hour work week (8-hour day) when the product is used by a person weighing 250 pounds or less. When products are subject to use that exceeds the normal use stipulated by this warranty, they are warranted for a period of 2 years from the date of purchase, in lieu of foregoing warranties.

Furniture warranty

(includes Audrey, Calvin, Clara, Edison, Evan, Jack, and Rylee product families)

Lifetime: Laminate worksurface and substructure; solid edge and edgeband, cabinets (including all hardware and bases)

10 years: Soft edge; non-adjustable legs; Clara archival storage; Calvin archival storage (except tambour doors); Edison post and beam; Hannah polypropylene seat and backs

5 years: Wood veneer worksurface; wood veneer file/drawer fronts; adjustable table mechanisms; adjustable table legs; Clara personal storage; Clara privacy screens; Evan privacy screens; tambour doors (Calvin); Edison privacy and storage; casters/glides and accessories

3 years: All electrical; upholstery; glass products

Seating warranty

Lifetime: Structure and frame

10 years: Control mechanism; pneumatic lift; base; arms and arm pads; Maxwell Flexweave mesh

5 years: Casters/glides; foam cushions; exposed wood; Paige mesh back; Isis Technogel® seat

3 years: izzytextiles; Maxwell seat pads

Seating extended use warranty

Extended use warranty upgrade is available on Ian. When product is specified with the extended use warranty upgrade (24H), the product is enhanced with heavy duty aluminum base, cylinder and casters. The warranty is defined as wear and tear that occurs during 24-hour use when the product is used by a person weighing 250 pounds or less. Warranted time periods are as stated above with the exception of the pneumatic cylinder, which is 5 years.

Replacement parts

Three years from the date of purchase from izzy, any of its subsidiaries or any of its authorized dealers.

Shipping warranty replacements/parts

Freight for all warranty shipments is prepaid and allowed for regular ground transportation to a single destination within the 48 contiguous states and Washington DC

Non-standard products

Non-standard products or product configurations are subject to warranty limitations.

Remedies

In the event of a defect in any product to which this warranty applies, then as the purchaser's sole remedy, izzy shall, at its sole option, repair such product, or replace with a comparable model of equal or higher value.

Limitation of liability

THE REMEDIES STATED HEREIN ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, AND IZZY SHALL NOT BE LIABLE FOR ANY COSTS (INCLUDING LABOR COSTS TO REPAIR THE PRODUCT, OR TRANSPORTATION COSTS INCURRED TO RETURN THE PRODUCT TO IZZY OR ITS AUTHORIZED DEALER), LIABILITIES, LOST PROFITS, LOSS OF GOODWILL, OR ANY OTHER GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED IN CONNECTION WITH THE PURCHASE OR USE OF THE PRODUCTS.

To obtain performance under this warranty, the defective product must be returned to izzydesign or one of its authorized dealers with the proof of original purchase. Prior written authorization must be obtained before shipping the product directly to izzydesign. izzy will provide the materials to repair the product free of charge, including transportation costs to the purchaser or dealer, when the product is returned to an authorized dealer for repairs.

The warranty is null and void if the product has been subject to abuse, misuse, negligence, accident, unauthorized modification, or if the customer fails to perform normal maintenance service on the product, which includes, but is not limited to, lubrication and cleaning, minor assembly and adjustment, and periodic operational checks. Normal wear and tear, natural variations occurring in wood, marble, and leather are not considered defects; izzydesign does not warrant the colorfastness or matching of the colors, grains, or textures of these natural materials or textiles. izzydesign does not provide any warranty for a purchaser's materials or other items incorporated or used in the products.

IZZY MAKES NO WARRANTY OF FITNESS FOR PARTICULAR PURPOSE OR MERCHANTABILITY AND NO OTHER WARRANTY, WHETHER EXPRESS OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OR TRADE, OR OTHERWISE IMPLIED, SHALL EXIST IN CONNECTION WITH IZZY FURNITURE PRODUCTS OR ANY SALE OF USE THEREOF.

COM – Customers Own Material

Customer's own material (COM) will be upholstered at Grade A pricing. Customer's own leather (COL) is Grade A + \$38. All COM must be approved before it is accepted into production.

Approval Process

Send a 12" x 12" swatch of the COM along with a completed copy of the COM instruction form. Indicate on the form which model the COM is to be applied to along with all other information requested on the form. Gracie requires enough yardage to upholster a complete chair (1.5 yds).

Send the form and test material to:

izzy
Attn: Customer Support/COM Testing
11451 Harter Drive
Middlebury, IN 46540

Once testing is complete, a Customer Support Representative will contact you with the results.

Send to izzy a 12" x 12" swatch for testing along with a copy of this form indicating how the COM is to be applied to the chair. We suggest you attach a 4" x 4" sample to this form to ensure your order is processed correctly.

Customer's Name

Customer's PO number

Model Number

Quantity

COM Supplier's Name

COM Name/Number

COM Color/Number

Total Yards Shipped

Shipping Approved COM

Send all approved COM freight prepaid to:

izzy
11451 Harter Drive
Middlebury, IN 46540

Collect shipments of COM will not be accepted.

All receipts of COM must be marked with the customer's purchase order number or izzy's acknowledgement number. It's a good idea to attach a small piece of the COM to the purchase order when submitting the order. Excess COM will be disposed of after 30 days.

Make a copy of this form and send it completed to:

izzy
Attn: Customer Support/COM Testing
11451 Harter Drive
Middlebury, IN 46540

Apply the 4" x 4" swatch as it should be upholstered to the chair, noting a vertical or horizontal direction and a center stripe placement if applicable.

COM Policy

While we inspect fabrics for mill imperfections, some are difficult to recognize. We will not be responsible for defects, color inaccuracies, dye lot variations or other flaws. We cannot be responsible for the receipt of defective fabrics as we consider all COM to be first quality goods. It is not our responsibility to police the receipt on a COM in order to meet delivery deadlines, and we assume our customers are aware of any undue delay in the shipment of their COM fabric to izzy. Under no circumstances will we assume responsibility for COM shortages, flaws, or other such problems.

COM is not covered under the izzydesign warranty. Acceptance of a COM does not mean that we, in any way, warrant the covering. In no instance shall izzy be held liable for tailoring quality or premature wear of a COM. izzy will not be held responsible in the event that over time the adhesion between the fabric and the foam fails.

ATTACH SAMPLE HERE

Cal TB133/177 Fire Codes

Cal TB133

Cal 133 is a standard of furniture flammability required by the California Bureau of Home Furnishings and Thermal Insulation for furniture used in public buildings such as healthcare facilities, convalescent homes, public assembly areas of hotels and motels, hospitals, board and care homes, stadiums, licensed child care facilities, prisons and jails.

Cal 133 is a full-scale fire test for furniture manufactured for use in public buildings. The standards do not specify how to construct furniture, but only how they should perform when tested. To meet this fire code standard, a fire blocking liner is sandwiched between the foam and the fabric of the chair. This liner actually acts as a fire extinguisher by smothering the flame.

Cal TB117

All izzy upholstered seating products meet California Technical Bulletin 117-75 (CAL TB117) which has been in effect since October of 1975. This is a standard by which upholstered furniture is tested to be approved as meeting a minimum fire standard.

The following seating products meet the Cal TB133 standard when combined with an approved textile*

MODELS	ARMS	UPHOLSTERY
Hannah Bailey Ian Paige Zachary	NA WP01 – height/width adjustable arm with pivoting soft pad	NA approved izzytextiles
Bailey Hollie Paige Zachary	CARM – C loop arm	approved izzytextiles
Paige Zachary	ZP01 – height/width adjustable arm with pivoting textured pad	approved izzytextiles
Neill	NL03 – loop arm 1984 – height/width adjustable arm with standard pad	approved izzytextiles
Isis	GP01/BP01 – height/width pivoting arm with standard pad	Mesh Wave approved izzytextiles
Gracie		approved izzytextiles
Ethan	HW01 – height/width adjustable	approved izzytextiles

Upcharge and Lead-time

The upcharge for Cal TB133 is dependent on the product selected. Upholstered back is required on many Cal TB133 products, refer to the product page under options for the appropriate upcharge. Clearly indicate the Cal option code when ordering.

Cal TB133 product requires additional lead-time and is not available on izzyquik. Contact Customer Support for more information regarding lead-times.

Existing Seating Compliance

To determine whether an izzy chair you currently have meets Cal TB133, check the bottom of the seat pan for the label shown below. If your chair does not have this tag, your chair does not meet Cal TB133.

Cal TB133 label

Note: This article is manufactured for use in public occupancies and meets the flammability requirements of California Bureau of Home Furnishings Technical Bulletin 133. Care should be exercised near open flame or with burning cigarettes.

* Cal TB133 approved izzytextiles are Cashmere, Origin, Perk, Hue, and Max.