

TERMS AND CONDITIONS

Terms and Conditions

This illustrated list price book has been designed to facilitate fast reference and easy use. The line drawings match actual products (where possible) to aid in instant recognition of each item, but they are graphic representations only.

Sales of Global Contract's products are made only on Global Contract's standard Terms and Conditions of sale which are contained in this list price book. The "Purchaser" in these Terms, Conditions and General Information shall refer to Dealers and those who originally purchase directly from Global Contract for use or re-sale. These standard Terms and Conditions may be modified or supplemented only by a separately written document signed by Global Contract's authorized personnel at its head office in Toronto, Ontario, Canada. Any term or condition contained in any purchase order or other form used by the Purchaser to order goods (including standard, printed language) which is different from, in addition to, or in any way inconsistent with Global Contract's standard Terms and Conditions shall be of no force or effect whatsoever.

All illustrations, specifications and prices in this list price book are based on the latest product information available at the time of publication. Global Contract reserves the right to make changes at any time and without prior notice to prices, colours, materials, specifications and models offered.

Description

Each product shown or described in this list price book is standard Global Contract product. Available options are noted at the beginning of each series or at the beginning of the price list. Available options may require additional delivery time and cost, and may affect the warranty given. Sizes and weights shown are approximate and are subject to slight changes from time to time.

Prices and Payment

The prices shown in this Book, as well as those quoted by Global Contract, shall be Canadian dollars for orders shipped to destinations in Canada.

The price does not include any provincial or local property license, privilege, sales, use, value added, gross receipts, G.S.T. or other like taxes which may now or hereafter be applicable to, measured by or imposed upon or with respect to the transaction, the product, its sale, its value or its use, or any services performed in connection therewith.

If shipping date requested is more than 90 days from date of order, Global Contract shall have the right to use published list prices effective at the time of shipment.

Not included in the list price is special or export packing, freight, unpacking and installation. Orders are invoiced at the time of shipment.

Orders are invoiced at the time of shipment. Terms of payment are net 30 days. All orders are subject to the Purchaser complying with Global's prevailing credit policy.

Any product sold shall remain the property of Global Contract until fully paid for. The Purchaser agrees to perform all acts which may be necessary to perfect and assure retention of title to such products to Global Contract until such time as the goods have been paid for in full.

Delivery shall occur and risk of loss or damage to the product shall pass to Purchaser F.O.B. point of shipment. Purchaser is responsible for filing claims with the carrier for losses or damage to the product occurring during transit, including concealed damage.

Prices are suggested list prices only and are subject to change without notice. Global Contract will, however, attempt to keep the Purchasers up-to-date on all developments including price changes.

Taxes

All prices shown in this list price book are exclusive of sales, use, excise, HST and other applicable taxes and duties which may be the Purchaser's responsibility as per the invoice issued by Global. If the Purchaser claims an exemption from such taxes, it shall be the Purchaser's responsibility to furnish Global with an appropriate exemption certificate at time of order.

Order Information

Global Contract requires that all orders be submitted in writing. All orders submitted to Global Contract in writing will be acknowledged on Global Contract's acknowledgement forms governing the transaction.

The details appearing on this acknowledgement will describe the items to be shipped and the approximate shipping date. It is the Purchaser's responsibility to determine that the information in the acknowledgment is correct. In the event of an error, the Purchaser must notify their Global Contract Customer Service representative immediately by telephone followed by written confirmation. Shipping dates are assigned to orders based on the items having the longest manufacturing lead time (unless instructed to partial ship).

Purchaser must indicate if multiple shipping schedules are required. Each shipment will be invoiced at time of shipping and will be subject to payment terms described above.

When ordering, please provide the following information:

1. Account number (if possible)
2. PO number
3. "Bill to" and/or "Ship to" and name and address
4. Complete model number and selected options including textiles/finishes
5. Special instructions and tag information
6. Shipping instructions, please indicate:
 - a. pick up
 - b. Global trailer program
 - c. common carrier, provide name of carrier, your account number
7. Special quote (SQ) # (if applicable)
8. Customer's Own Material (COM), Global Contract Purchased Material (GPM), Customer's Own Leather (COL) - please see below.

9. For specials and custom quoted product, please indicate the custom quote # on your PO. If changes are made to the quote, a new quote must be issued prior to submitting the order. It is the Purchaser's responsibility to determine that the information on the quote is correct. Global will not be responsible for wrong product due to errors in the quote.

The above points will be checked by Global Contract for accuracy. Global Contract will process orders using the codes provided by the Purchaser. Price discrepancy is the responsibility of the Purchaser. The Purchaser must notify Global Contract prior to invoicing.

The Purchaser is responsible for providing correct information when placing an order. If no option(s) are selected the system, will default to standard feature(s). Orders with missing/incorrect information (finish, etc.) will be put on hold until all information is complete. Orders will be scheduled for manufacturing upon receipt of complete information.

Specifications and application drawing may be requested to be supplied for examination prior to approval.

Special Colours

Use of Customer's Own Material must be approved by Global Contract prior to acceptance of order. Fabric yardage requirement will be advised by factory, and additional yardage may be required if pattern requires matching. If Customers Own Material (C.O.M.) is difficult to apply or if product must be modified, extra charges will be made. Global Contract reserves the right to cancel an order at any time if C.O.M. is inadequate for any reason. Customer's own material should be shipped freights and duties paid to Global Contract, 565 Petrolia Road, North York, Ontario. Such shipment must be fully identified with purchaser's order number, Global Contract's acknowledgment number and the item for which material is intended. For C.O.M. prices, use Grade 1 price. Performance of C.O.M. when applied to product is the sole responsibility of the purchaser.

Deposit on Special Orders

Orders for nonstandard products may, at Global Contract's discretion, require deposit prior to scheduling of production, the amount of the deposit being credited against the total price of the project.

Changes and Cancellation

After the date of Global's acknowledgment of the Purchaser's order, the order may not be changed or cancelled by the Purchaser without the written consent of Global. Orders for products upholstered in "special order textiles" (GPM) cannot be cancelled once material has been purchased. Special order items, COM and textile-covered items already in production are not subject to change or cancellation under any circumstances. Textile-covered items are considered to be in production once the textile is scheduled for cutting. Other standard items already in production are subject to a minimum 35% cancellation charge.

Global Contract reserves the right to cancel an order at any time if Special Order is in the sole judgement of Global Contract, inadequate for any reason.

Errors and Omissions

All quotations, acknowledgments and invoices are subject to corrections for any errors and omissions.

Disclaimer

Prices shown are current manufacturer's suggested list prices at the time of printing. Updated pricing is available on Global's website. All applicable taxes are extra. Descriptions, specifications and prices are subject to change without notice. Errors and omissions are subject to correction.

Finishes

Seating Finishes - Painted
Where painted frames are not a standard colour, a special quote is required.

Seating Finishes - Wood Stained

One time charge of \$415 net and 5% upcharge per chair per order for custom wood staining/colour matching. Restrictions may apply. The customer must provide a 3" x 3" colour chip/sample. Non-standard finishes must be approved by Global Contract prior to acceptance of order.

Custom Wood Staining

Custom wood staining procedure for wood seating is as follows. Customer provides a sample of the desired wood finish. That sample is sent to Global Contract Customer Service. Several finished samples will be sent back. The customer/end user will sign off on the samples (keeping one for their records) and return the rest of the samples. Global Contract will not necessarily match the wood species but rather will generate a colour that will coordinate with the sample when it is applied to the wood species used in the seating frame.

Metal File Finishes

There is no upcharge on any standard file finish. Any non-standard file finish must be approved by Global Contract prior to acceptance of order and will be subject to a 10% upcharge on orders up to 10 units. There is no upcharge on orders of 11 units or more.

An upcharge of 10% will apply to White, Metallic and Mica finishes regardless of the number of units ordered.

Wood Veneer Finishes

Because the distinctive characteristics and the nature of wood products cause variations, exact matches are not always possible. Global Contract will not be held responsible if the finishes cannot be matched.

Customer's Own Material (COM)

Use of COM must be approved by Global Contract prior to acceptance of order. Please submit the Authorization Request Form. Photocopy and use this form as often as necessary. The customer must provide a 12" x 12" textile sample and advise how the textile is to be applied and quantity of textile being sent. Textile yardage requirement will be advised by the factory, and additional yardage may be required if pattern requires matching. Upon approval from Global Contract, send textile to the COM Department at 565 Petrolia Road, North York, ON, M3J 2X8.

If COM is difficult to apply or if product is required to be modified, extra charges will apply. Global Contract reserves the right to cancel an order at any time if COM is inadequate for any reason. COM must be shipped freight and duties paid if applicable to our factory. Such shipment must be fully identified with the Purchaser's order number, and the item for which the material is intended. Performance of COM when applied to product is the sole responsibility of the Purchaser. Global Contract's standard product warranty shall not apply to COM. The COM price is the lowest published price/grade for the series. The published yardage requirement for COM orders is approximate and shown beside each item in the list price book. The yardage shown there is based on the textile requirements for cutting and sewing a single chair in a plain patterned textile. For textiles with a pattern repeat or for COM orders involving 10 or more chairs, please consult with Customer Service for recalculation of the yardage requirements as this may significantly change the textile requirement.

Textile Grading

All products are priced according to their standard textile grade. Lower grade textiles may be available but at the same price as standard textile grade.

Combining two grades of textiles may result in a revised grade. Please refer to "Fabric Grades Combination Chart" in the Seating list price book. For more than two textiles a special quotation is required.

GPM (Global Contract Purchased Material, Customer Specified)
Global Contract may purchase material specified by the customer. Use of GPM must be approved by Global Contract prior to acceptance of order. If it is difficult to apply or if product is required to be modified, extra charges will apply. Global Contract reserves the right to cancel an order at any time if GPM is inadequate for any reason. Performance of GPM when applied to product is the sole responsibility of the textile vendor. Global Contract's standard warranty will not apply to GPM materials.

Customer's Own Leather (COL)

Not all seating can be upholstered in leather. Please consult series notes for availability. COL price is the lowest published grade for the series (leather or fabric).

Upholstery Coverings

Slight variations in colour may occur between dye lots. Although Global Contract attempts to minimize these variances, they do occur and must be accepted as normal and will not be considered defects.

Leather is a Natural Product

Natural variations occur in the colour, grain and texture of leather. As a result, a degree of variation should be expected. As leather is used it develops a patina. Its colour changes slightly, it will get marked and it will stretch and pull, these are the hallmarks of genuine leather and are not considered defects.

Yardage

Required yardage (yd) is based on unmatched materials with widths of 54" for seating, 63" for panels.

Arms

A wide selection of arms are available for some series. See Arm Chart in the Seating list price book.

Cubic Measure

The stated cubage is an approximate cubic foot measure to calculate freight costs. The figure shown is the volume for one carton, (one unit per carton unless otherwise noted) and is subject to change without notice.

Delays

Global Contract's order acknowledgement will state a shipping date which Global Contract best estimate at the time the order is acknowledged. However, Global Contract shall not incur any obligation or liability to Purchaser for failure to ship by specified date unless Global Contract has agreed to an unequivocal, firm shipping date in a separately signed written document executed by its authorized personnel at its head office. In addition, Global Contract shall not be liable for any loss or damage resulting from any delay or failure in shipment or other failure to perform all or any part of the agreement between the parties with respect to the goods shown on the face of the order acknowledgments where such delay, failure, loss or damage is the proximate result of any act or any governmental authority or political subdivision thereof, revolution, riot, civil disorder or disturbance, act of enemies, delay or default in transportation, strike disputes among or between labour unions or other labour disputes, delay or inability in obtaining materials and facilities, fire, flood, act of God or any cause not within the reasonable control of Global Contract, whether of the class of causes enumerated or otherwise. Without limiting the generality of the foregoing, Global Contract may, without causing breach or incurring liability, allocate goods which are in short supply, irrespective of the reasons therefore, among purchaser, in any manner which Global Contract, in its sole discretion, deems advisable.

Suspension

In the event that the Purchaser defaults in the payment of any sum due to Global Contract, or in the event the Purchaser's financial condition becomes unsatisfactory to Global Contract, Global Contract shall have the right to defer or discontinue shipment of any goods until such time as the default is cured or the Purchaser provides assurance of payment to Global Contract.

Combined Shipments

Global Contract will make every effort to combine shipments and orders on written request. However, Global Contract cannot be held responsible where such request is not complied with.

Shipments

Purchaser must select, at time of order entry, one of two methods of freight payment. Global Contract will make no end-user shipments unless special arrangements have been made.

- 1) F.O.B. point of shipment, freight collect - pick up and common carrier.
- 2) F.O.B. point of shipment, freight pre-paid and invoiced to purchaser.

The Purchaser will determine the method of transportation and routing of shipment. In the event that the purchaser does not specify method and routing, Global Contract will have shipments expedited in the manner deemed appropriate. Contact Customer Service Department, Global Contract Inc., 565 Petrolia Road, North York, Ontario M3J 2X8 (416) 739-5000 with questions concerning shipping information on acknowledged orders.

F.O.B.

F.O.B. point is Global Contract's factory, Toronto, Ontario, Canada.

Back Charges

Global Contract will not accept charges for expense incurred by the Purchaser in expediting shipments. Global Contract will not accept charges for the repair of damage by others.

Code Restrictions

Global Contract items are within the limitations of local codes.

Service

Service problems are normally handled by the Global Contract's authorized dealer, as appropriate. Where this cannot be accomplished on a local level, service problems should be referred to Customer Service Department, Global Contract Inc., 565 Petrolia Road, North York, Ontario M3J 2X8, (416) 739-5000, csr@globalcontract.com.

Storage

In the event Purchaser requests postponement of delivery beyond the scheduled shipping date after the goods have become work in progress, or at the time when Global Contract is then about to make shipment, Global Contract may transfer the goods to storage for Purchaser's account and at Purchaser's risk and expense. Such transfer to storage shall be deemed delivered to Purchaser for all purposes, including invoicing and payment.

Claims

All goods are sold F.O.B. plant. Global Contract is not responsible for damage which occurs in transit or in storage. The carrier signs for all goods received in apparently good order. It is the Purchaser's responsibility to examine goods upon receipt and to file any claims with the carrier for losses or damage to the product occurring during transit, including concealed damage. Any claims made against Global Contract for apparent defects, errors or shortages must be made by the purchaser in writing within 15 working days after any delivery. Failure by the Purchaser to do so shall constitute acceptance of the goods and a waiver of any apparent defects, errors or shortages.

Installation

Global Contract requires the use of a certified installer when installing Global Contracts' products and systems so as to avoid any installation misrepresentations and/or unnecessary delivery and installation claims.

Returns

No returns of goods will be accepted without written consent and shipping instruction of Global Contract. A restocking charge of 35% based on list pricing is made on all authorized returns for credit or refund, provided goods are received by Global Contract in the condition in which they left the factory. This may increase depending on the type of product. No credit will be given if goods cannot be reused. Global's Return Goods Authorization (RGA) numbers must appear prominently on all authorized returns. Special order items are in no event subject to return. All returns must be approved and authorized in writing by Global Contract Customer Service. Global reserves the right to refuse delivery of any unauthorized returns.

Tolerances

All dimensions must be limited by a specified tolerance. When not specified it is understood that Global Contract's normal tolerances and standards shall apply. When purchaser has submitted his own plans and/or specifications, Global Contract will not be responsible for the design and fitting of parts. The conforming of Global Contract products to the specified tolerance is sufficient evidence as to the correctness of the product. Standards of finish, quality and appearance shall, unless specified in writing, be the normal standards of Global Contract.

Copyright

All catalogues, photographs, drawings, price lists and other printed material are protected by copyright. All rights reserved.

Trademark

Most series names are Global Contract's trademarks.

Design

Many of the products produced by Global Contract are protected by Design Registrations, Design Patents and/or Patents. Designs and specifications are subject to change, discontinuance or additions without notice.

Offer of Sale

Possession of this price list or any other literature shall not imply Global Contract's willingness to sell the holder and shall not be construed as a direct offer of sale. If a conflict arises between: (i) prices found in software support packages furnished to the customer by Global Contract or by any other source on behalf of Global Contract; and (ii) Global Contract's current printed price lists, then the most current shall prevail.

Testing Qualifications

Many Global products pass or exceed the most stringent industry testing standards.

This list price book is effective as of June, 2016.

For periodic updates, please check the PDF at www.globalcontract.com. After login, select Resources then Price Lists. From here you will have the option to select any of our price lists. Global Contract warrants that all commercial products are free from defects in material and workmanship, for the life of the product, to the original Purchaser.

WARNING - SEATING PRODUCTS TO PREVENT PRODUCT FAILURE AND POSSIBLE INJURY:

Ensure that the appropriate selection is made for the intended use of the chair including user's weight. Some chairs are not recommended for users above a certain weight. Frequently inspect the chair for visible cracks and tighten all screws, bolts and adjustable knobs. If the chair is damaged or unstable, immediately remove it from service.

Casters

The list price book specifies the caster which comes standard with each chair model. Most chairs are equipped with hard casters which are best used on carpeted surfaces. If it is intended to use the product on hard surfaces such as ceramics, concrete, linoleum or hardwood, it is recommended to use different casters. It is the responsibility of the customer to determine the standard caster for a particular product and whether such caster is appropriate for the given application.

Any information or suggestions concerning applications, specifications or compliances with codes and standards is provided solely for your convenient reference and without any representation as to accuracy or suitability. Global disclaims any legal responsibility. The user must verify and test the suitability of any information or products for his specific application. Global reserves the right to change the Terms and Conditions in the list price book without notice.

LIFETIME WARRANTY

LIFETIME WARRANTY

Global Contract warrants that all commercial products are free from defects in material and workmanship, for the life of the product, to the original Purchaser.

Global Contract will repair or replace, at Global Contract's option, as the sole remedy for any defect covered by the warranty. The warranty applies to products manufactured after June 1, 2016.

This Lifetime Warranty is NOT applicable to customers who use Global Contract products for rental purposes, product installed by non-certified installer and is effective only for products, parts or components manufactured after August 1, 1998.

General Commercial Seating

Global's warranty for general commercial seating covers all chair components including pneumatic cylinders, bases, casters, glides, frames, arms, plastic seats, backs and other structural components.

Exceptions to the warranty for general commercial seating are as follows:

- Foam, textiles (as sampled on Global Contract branded and textile program cards), mesh material and electrical devices, are warranted for five (5) years
- Control mechanisms are warranted for twelve (12) years

The warranty applies to single shift, standard commercial usage, defined as a standard eight (8) hour day, forty (40) hour week for users weighing up to 300 lbs.

Textiles

Global Contract warrants Global Contract branded textiles and Global Contract carded textile programs inclusive of fabrics, vinyls and leather products for five (5) years. Global does not warrant COM (Customer's Own Material) or GPM (Global Contract Purchased Material) that are customer specified materials, or graded-in and purchased by Global Contract for a customer. For GPM or COM products, please contact the textile supplier for performance information and warranty details. Please refer to our website at www.globalcontract.com for detailed information on cleaning and care instructions. Improper usage of disinfecting/cleaning products may void the warranty.

Seating Warranty Summary

Seating Type - General Commercial Seating Components Warranty For Original Purchaser - lifetime

Use Time For Warranty Coverage - 8 hours/5 days per week

Exceptions

Foam/textiles/mesh/electrical devices - 5 years
control mechanisms - 10 years

Files, Desks, Modular Furniture, Tables, Panels & Accessories

Global Contract warrants all components of metal storage and filing, laminate and wood veneer surfaces, laminate and wood veneer tables, metal

leg components and panels for the lifetime of the product to the original Purchaser.

Exceptions to the warranty for files/desks/tables and panels are as follows:

- Electrical devices, panel and tackboard textiles, adjustable keyboard mechanisms and task lights - five (5) years
- motorized electrical components - two (2) years
- Folding tables - one (1) year

Files, Desks, Modular Furniture, Tables, Panels & Accessories Warranty Summary

Product Type

Metal Storage & Filing - Lifetime Warranty
No exceptions.

Laminate/Wood Veneer Surfaces and Modular Furniture - Lifetime Warranty
Exceptions: tackboard textiles, electrical devices, task lights - 5 years

Boardroom, Conference and Training Tables - Lifetime Warranty
Exceptions: electrical devices - 5 years

Panels - Lifetime Warranty
Exceptions: panel textiles, electrical devices, task lights - 5 years

Folding Tables - 1 Year Warranty

Global's warranty does not apply (for any product category) to the following:

- Nominal or normal amount of wear and tear that can occur over time
- Failures which result from negligence, abuse, accident or misuse
- Failure to apply, install or maintain products according to Global Contract's written instructions and warnings
- Modifications, attachments or repair methods not approved by Global
- Damage caused by a carrier in transit, or delivery/installation contractors
- The matching of colours, grains or textures (wood, leather, etc.) of natural materials
- Products exposed to extreme hot or cold temperatures or excessively dry or humid environments
- Colour fastness or the matching of colour of textiles, dye lots of textile can vary
- Damage by markings or staining; damage by sharp objects or imprinting from instruments
- Damage to textiles or laminate and wood surfaces/edges from exposure to sunlight (including UV rays)
- Products used for rental purposes
- Products installed by a non-certified installer
- Purchased parts are warranted for one (1) year
- Failure to follow specific cleaning and care instructions posted on www.globalcontract.com

Global Contract's warranty does not cover the costs of transportation or labour. Repair or replacement will be at Global Contract's discretion.

Non-obsolescence Policy

All Global Contract products are designed and manufactured to withstand repeated service, repair and handling, and carry a lifetime warrantee. Global Contract's goal is to ensure that products can be refurbished, disassembled or upgraded as required. In addition, standardization of many parts and components facilitate ease of maintenance, servicing, assembly, and reconfiguration or reassembly. Global Contract will provide Purchaser with product(s) of comparable function for a term equal to the warranty period. Fabrics and finishes are updated periodically to meet the growing demand of the market. As a result, some fabrics and finishes may be discontinued before expiration of the warrantee period.

Global Contract makes no warranty that any of its products are suitable for any particular purpose and makes no other warranties, express or implied, other than those set out here. As codes and standards vary from one jurisdiction to another, references to compliance are solely for convenience and without any representation as to accuracy or suitability. Users must verify the suitability of such information or product for their specific application. In no event shall Global Contract be liable in either tort or contract for any loss or direct, special, incidental, consequential, or exemplary damages.