



Spectrum Industries, Inc.  
925 First Avenue  
Chippewa Falls, WI 54729

## Standard Terms and Conditions

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## STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions (the "Terms and Conditions") apply to the ("Buyer") whether Buyer is a distributor, sales representative, partner or reseller of Spectrum Industries, Inc. ("Spectrum"). The Terms and Conditions apply to Buyer on any and all Purchase Orders submitted to Spectrum, whether Buyer pays for and directly receives the products and services from Spectrum or whether Buyer acts as an intermediary and a third party end user pays for and directly receives the Spectrum products and services. No additional or different terms or conditions will be binding upon Spectrum unless specifically agreed to in writing and with conflicting provisions specifically initialed by Spectrum. Failure of Spectrum to object to provisions contained in any Purchase Order or other communication from Buyer shall not be construed as a waiver of these Terms and Conditions, nor acceptance of any such provisions. Purchase Orders and other forms, documents and correspondence submitted by Buyer shall only be effective for the purpose of identifying quantities and desired delivery dates. These Terms and Conditions, together with any Spectrum approved purchase order and exhibits thereto (the "Purchase Order"), shall constitute the entire agreement between Spectrum and Buyer with respect to the subject matter hereof and supersedes all previous agreements whether written or oral. In the event of a conflict between these Terms and Conditions and the Purchase Order, these Terms and Conditions shall control. \*For products ordered through a Customization Approval Form, Spectrum's Customization Terms and Conditions apply in addition to these Standard Terms and Conditions.

### Section 1

#### Order and Payment Terms

##### 1.1 Prices

Unless otherwise agreed by Spectrum in writing, all prices are F.O.B. (as defined in the U.C.C.) Spectrum's facilities in 1600 Johnson Street, 1500 West River Street, or 925 First Avenue, Chippewa Falls, WI 54729, or, if the products are being delivered to an address outside of the USA, then FCA (as that term is defined in INCOTERMS 2010) Spectrum's facilities in 1600 Johnson Street, 1500 West River Street, or 925 First Avenue, Chippewa Falls, WI 54729. Prices are adjusted periodically. Pricing is subject to change without notice. It is the responsibility of the Buyer to confirm pricing before submitting an order. Applicable federal, state, and local taxes are not included in the product prices.

##### 1.2 Payment Terms

Terms of payment are cash with order, except where credit is established and in good standing, in which case terms of payment are net due 30 days from invoice date. Spectrum reserves the right to require full or partial payment before commencing work and / or shipping product. The request for payment or acceptance of a partial payment shall not be construed as a waiver of Spectrum's right to collect the full invoice amount within 30 days from the invoice date. All payments are to be made in U. S. Dollars.

MasterCard /Visa and American Express credit card payments may be accepted from cardholders located in the United States at the point of sale. Each credit card payment must be approved by Spectrum prior to the acceptance of an order. Credit card orders will be processed for payment at the time of shipment for standard product orders and at the time of order for customized product orders. There will be an additional fee for all credit card payments.

Credit card payment is not an acceptable form of payment for established delinquent account balances. For account review or to apply for a line of credit, please contact our Customer Service Help Line.

### **1.3 Past Due Accounts**

All past due accounts (unpaid after 30 days) will be billed a service charge equal to the lesser of 1.5% per month, 18% annually, or the highest rate allowed by law on the unpaid delinquent balance until the account is paid in full. Invoices unpaid after 30 days may cause pending orders to be held and delayed.

### **1.4 Drop Shipments**

Orders requesting shipment to multiple delivery addresses (drop shipments) are available. However a minimum processing charge of \$20 per additional delivery address will be applied.

### **1.5 Delivery**

Delivery lead times and expected shipment dates as specified by Spectrum are approximate and subject to change without notice. Lead times may vary due to seasonal demand and changing product status. Spectrum reserves the right to hold or delay delivery due to late payments and / or an unsatisfactory Buyer credit history. Spectrum assumes no liability to Buyer or Buyer third party end user loss arising out of the failure to deliver on the dates stated. Delay in delivery shall not give Buyer or Buyer third party end user the right to cancel any orders.

### **1.6 Cancellation of Orders**

Orders shall not be cancelled or returned. All sales are final. In certain situations returns may be authorized but at Spectrum's sole discretion. All product returns must be pre-authorized by Spectrum and returned at Buyer's or Buyer third party end user's sole expense. Shipments returned to Spectrum without prior written authorization may be returned to Buyer at Buyer's expense. Spectrum may agree to cancel an order under special conditions. In the event of order cancellation, Buyer shall be responsible for payment of cancellation charges in the amount of all costs, expenses and damages incurred by Spectrum, including labor required to process the cancellation, shipping costs, and applicable shipping insurance fees.

### **1.7 Security Interest**

Buyer hereby grants Spectrum a priority security interest in all products purchased hereunder to secure payment of amounts owed by Buyer or Buyer third party end user to Spectrum. Buyer agrees to promptly execute or to promptly obtain the authorization of a Buyer third party end user to execute and authorize Spectrum to file financing statements and/or other documents to create, evidence, and/or perfect such rights in accordance with the provisions of the Uniform Commercial Code or any other similar or applicable state, provincial or federal law. Spectrum reserves all rights of a seller of goods or a secured party under the Uniform Commercial Code or other applicable state, provincial or federal law.

## Section 2 Freight Responsibilities

### 2.1 Freight Quotations

For Spectrum reseller shipments to the contiguous United States, freight costs are included in the list price of most of Spectrum's standard products. **THIS COVERS TRUCK-HEIGHT, TAILGATE DELIVERIES ONLY.** Most products require access to truck height loading dock, use of forklift, lift gate truck or another means of unloading a heavy shipment. It is the customer's responsibility to unload the delivery from the truck.

At Spectrum's discretion, multiple orders with the same ship-to location may be consolidated to be delivered at one time.

If special delivery services are required, see section 2.1.2.

For domestic shipments outside the contiguous United States (Hawaii, Alaska and US territories), or for non-reseller sales, or for other products which are not priced with freight costs included, freight costs will be the responsibility of the Buyer. Spectrum will prepare a "freight quotation" as a convenience to the Buyer. Unfortunately due to the length of time required to receive a purchase order from a customer, manufacturing lead-times, and volatility of transportation charges, these amounts can vary from the time of the quote to the time of the shipment. The freight quotation is an estimate only and actual freight costs will be the responsibility of the Buyer.

#### 2.1.1 Freight Quotations for International Shipments

International Buyer shall be responsible for all freight, insurance, brokerage and transportation arrangements and costs.

Spectrum may prepare a freight quotation for select international shipments. However, international freight quotations are estimates only. All costs incurred in the delivery of international shipments will be the responsibility of the Buyer.

Unless detailed otherwise, international freight quotations may not include duties, taxes, broker service costs, harbor and maintenance fees, terminal or port handling charges, or other destination charges. All costs incurred are the responsibility of the Buyer.

#### 2.1.2 Special Delivery Requirements and Fees

The Buyer shall be responsible for all special delivery costs resulting from the shipment of their order. These costs will be invoiced at the time of service and include, but are not limited to: lift-gate service, inside delivery, limited access, street or door deliveries, residential delivery, additional manpower, expedited shipments, special handling, guaranteed delivery, redelivery or redirection of shipment, refusal of shipment, and terminal storage fees associated with delaying a delivery.

Products larger than 72 inches in length will require special handling and packaging and could result in additional charges and require additional resources at the point of delivery. All related costs will be the responsibility of the Buyer.

### 2.2 Delivery Terms: FOB or FCA (or negotiated Incoterms 2010)

Domestic. Products are shipped F.O.B. (as defined in the U.C.C.) from our facilities located at 1600 Johnson Street, 1500 West River Street, or 925 First Avenue in Chippewa Falls, WI 54729. Notwithstanding anything in the foregoing to the contrary, title to and risk of loss of the products will transfer to Buyer once the products leave Spectrum's facilities.

International. For all shipments to addresses or locations outside of the USA, products are shipped Free Carrier/FCA (as that term is defined in INCOTERMS 2010) from Spectrum's facilities located at 1600 Johnson Street, 1500 West River Street, or 925 First Avenue, Chippewa Falls, WI 54729. Title to and risk of loss of the products will transfer to the Buyer once the products are loaded on the carrier at Spectrum's place of shipment indicated above.

### **2.3 Buyer Receiving Responsibilities**

It is the responsibility of the Buyer or Buyer third party end user to carefully inspect all products before accepting a shipment. Any quantity variances from the official packing slip or damage to the packaging or products must be clearly noted on the freight bill of lading and/or delivery receipt ("Delivery Document"). Buyer or Buyer third party end user should not sign the Delivery Document until all items are accounted for and in good condition.

\*\*If there are questions regarding how to properly accept the shipment, note damage, or note shortages please contact the carrier and / or Spectrum's Customer Service Department at 1-800-235-1262 prior to accepting the delivery.\*\*

### **2.4 Freight Claims**

If shortages, obvious freight damage, or concealed freight damage are present they must be reported on the Delivery Document. If concealed damage is found after acceptance, it must be reported to the delivery carrier within 5 days of receipt of the shipment. After 5 days no claims may be filed. Buyer or Buyer third party end user must return the product in its packaging for a claim to be reviewed. It is the responsibility of the Buyer or Buyer third party end user to contact Spectrum to file a claim. We will assist Buyer or their third party end user in any way we can to help settle a freight claim.

If Buyer or Buyer third party end user used its own transportation or a third-party freight contract, Buyer must file its claim directly with such third-party contractors.

#### **2.4.1 Shortages**

When an order is inspected and the number of cartons is fewer than those listed on packing list and/or freight bill the Buyer or Buyer third party end user must note it clearly on the Delivery Document before accepting the shipment. If a Delivery Document is signed for as received in full, the Buyer is responsible for any shortages. When this is the case, Spectrum will honor the same pricing as on the original order for any shortage.

#### **2.4.2 Freight Damage**

All products are inspected prior to packaging and leave our facilities in good condition. When an order is inspected and there is obvious freight damage, the Buyer or Buyer third party end user must note it clearly on the Delivery Document before accepting the shipment. If a Delivery Document is signed for as received in good condition, the Buyer is responsible for any obvious damages to the products or packaging. Buyer or Buyer third party end user should retain all damaged products and related

packaging materials until disposition is determined and communicated to Buyer or Buyer third party end user by the carrier or Spectrum.

#### **2.4.3 Concealed Freight Damage**

It is Buyer's responsibility to open and inspect a shipment immediately following acceptance. Occasionally products can be damaged in shipment even though the shipping cartons appear to be in good condition. Be sure to note any irregularities to the cartons on the Delivery Document. If concealed freight damage is found after the delivery carrier has left, it must be reported within 5 calendar days of the receipt of the shipment to Spectrum. After 5 calendar days no claims may be filed.

#### **2.5 General**

Spectrum will assist Buyer with claims against the carrier. However, it is Buyer's responsibility to inform all of its third party end users who pay for and directly receives and accepts delivery of Spectrum products the freight terms and conditions set forth above. Ultimately, Buyer is responsible for all shortages and damages which are not documented and reported according to the instructions in sections 2.3 through 2.4.3 above.

### Section 3 Warranty Statement

#### **WE WILL MAKE IT RIGHT FOR YOU!**

Spectrum is committed to provide complete customer satisfaction. Each of our products is manufactured from the best materials available and each product is stringently monitored throughout the production process through our Quality Management System.

We expressly warrant that Spectrum products will be of good quality and workmanship and free from defect for the period set out in the warranty table below from the date of delivery. This warranty shall not apply to defects or damage resulting from normal wear and tear, misuse or unintended use, failure to follow instructions related to the product's installation or intended use, abuse, neglect, improper care, modification or repair not authorized by Spectrum, or any other cause outside the control of Spectrum. Spectrum will, at its sole option, either repair or replace the defective product.

This warranty is exclusive; no other warranty, written or oral, is expressed or implied. This warranty is given by Spectrum to Buyer or Buyer third party end user and to no other person or legal entity. No Spectrum dealer, distributor, partner, reseller, agent or employee is authorized to make any modification or addition to this warranty.

**NOTWITHSTANDING ANYTHING TO THE CONTRARY, SPECTRUM WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR INDIRECT OR LIQUIDATED DAMAGES, INCLUDING CONSEQUENTIAL, INCIDENTAL AND SPECIAL DAMAGES. IN NO EVENT SHALL SPECTRUM'S LIABILITY, WHETHER UNDER CONTRACT OR WARRANTY, IN TORT OR OTHERWISE, EXCEED THE PURCHASE PRICE RECEIVED BY SPECTRUM FOR THE PRODUCT AT ISSUE AND "RECALL ACTION" EXPENSES. SPECTRUM SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SPECTRUM, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO.**

Our Customer Service Department is ready to provide immediate attention to any questions, comments or concerns. They are available to answer your calls Monday through Friday from 7 am to 5 pm CST at 1(800) 235-1262 or direct at 1 (715) 738-2137. In addition your product comments or concerns are welcome via e-mail at: [spectrum@spectrumfurniture.com](mailto:spectrum@spectrumfurniture.com).

## Warranty Table

Desk, table, cart and lectern chassis	10 Years
Electrical USB chargers, USB cords and USB accessories	1 Year
Tubs, totes and related accessories	
Mounting puck for tablet / phone holder	
Acrylic and polycarbonate dividers (scratching / fogging not covered)	
Electrical standard timers, power strips, power cords and accessories	2 Years
Flat panel monitor arms – including gas spring cylinders and general parts	
Adjustable crank/electric legs and accessories	
Flat panel desk gas spring cylinders	
Height adjustable columns, lifts and accessories	
Casters and wheels	
Keyboard, mouse, trays	
Locks and keys	
LED Lighting	
BalanceBox Height Adjustable Mounts	3 Years
OM Task, Active and Stacking Chair	
Gas cylinders, wood, metal and plastic parts, chair frames, bases and control handles	7 Years
Consumable items (i.e., casters, glides, etc.) and In-stock upholstery	5 Years
MOTIV® seating wood frame	12 Years
MOTIV® seating foam padding	5 Years
READY® Chair	15 Years
EMOJI Chair	5 Years
MOTIV®, READY® and EMOJI components that include but are not limited to moving and wearing parts such as casters, glides, tablet arms, ganging mechanisms, and plastic and metal accents	5 Years
BLENDER® seating wood frame and foam padding	1 Year
CURVE Gaming Chair	
Non-moving parts	10 Years
Control mechanisms, casters, plastic parts, pneumatic cylinders and wood parts	5 Years
Chair covering material (fabric, vinyl) and foam	2 Years
Logo panel	1 year
Leather chair covering	No Warranty
XPRESSIONS Gaming Chair	
Gas lift, star base, casters	5 Years
Armrests, steel frame, recline mechanism, tilt mechanism	3 Years
Chair covering material (fabric, vinyl) and foam	2 Years
Logo panel	1 year
Leather chair covering	No Warranty
Genova gaming chair	2 Years
Customer supplied material	No Warranty



## **Section 4**

### **Return Policy**

#### **4.1 Returns**

All sales are final. In certain situations returns may be authorized at Spectrum's sole discretion. All product returns must be pre-authorized by Spectrum and returned at Buyer's or Buyer third party end user's sole expense. All returns must be in original packaging and in saleable condition. Return of products may be subject to restocking fees. The final credit amount for returned products will be determined by Spectrum after the returned product has been received and inspected by Spectrum. Such amount will be credited to Buyer's account for application against future orders with Spectrum. In no event shall Spectrum refund any money to Buyer for returned products.

#### **4.2 Return Authorization**

To obtain a pre-authorization for a return, contact the Spectrum Customer Service Department. Be prepared to provide the following information:

- Customer Account Number
- Customer Purchase Order Number
- Shipment Date
- Product Number
- Reason For Return

If the request to return a product is approved the Buyer or Buyer third party end user will be issued a "Return Authorization Number". The Buyer or Buyer third party end user must place this "Return Authorization Number" on the outside of all packages being returned. All returns must be in original packaging. Shipments returned to Spectrum without prior written authorization may be returned to Buyer or Buyer third party end user at their expense, including labor fees to process such return, shipping fees and applicable shipping insurance fees.

#### **4.3 Return Freight**

Return freight and insurance charges are the responsibility of the Buyer or Buyer third party end user. All return freight must be shipped prepaid. No returns will be accepted if sent freight collect or cash-on-delivery.

#### **4.4 Restocking Fees**

If returns are pre-authorized by Spectrum, the returned products will be subject to a minimum restocking fee of 10% of the original sale price. Restocking fees are determined by Spectrum after performing a thorough inspection of the returned item(s). All returns must be in original packaging and in saleable condition. Additional fees will be determined by Spectrum based on the amount of labor and material required to receive and evaluate the return, repair the damage, and restock the products. The restocking fee will be deducted from the return credit or billed separately, at Spectrum's discretion.

#### **4.5 Return of Made to Order, Modified and Custom Orders**

All sales of made to order, modified or custom orders are final. No return of modified or custom orders will be considered.

#### **4.6 General**

Spectrum's Customer Service Department will assist Buyer or Buyer third party end user with potential returns. However, it is Buyer's responsibility to inform all of its third party end users who pay for and directly receives and accepts delivery of Spectrum products the return policy set forth above.

### **Section 5 Miscellaneous**

#### **5.1 Force Majeure**

Spectrum shall not be liable when its performance is delayed or prevented by "Force Majeure," i.e., by war, strike, riot, crime, embargo, fuel or energy shortage, act of government authority, flood, earthquake, volcano, fire, supplier failures, labor shortages, or any other cause reasonably beyond Spectrum's control. In a Force Majeure event, Spectrum reserves the right to extend the date of delivery for an appropriate amount of time or to cancel the purchase order. Upon the occurrence of such event, Spectrum will attempt to work closely with the Buyer in an effort to build awareness and update dates of delivery.

#### **5.2 Governing Law and Venue**

These Terms and Conditions will be interpreted and governed by the laws of the State of Wisconsin, USA, without application of its conflict of law provisions. The U. N. Convention on Contracts for the International Sale of Goods will not apply to these Terms and Conditions. The sole jurisdiction and venue for any litigation arising from or relating to these Terms and Conditions shall be the Western District of Wisconsin or Chippewa County Circuit Court in Wisconsin.

#### **5.3 Indemnification**

Buyer shall at all times defend, indemnify and hold Spectrum (including its directors, officers, employees, agents, affiliates, successors and permitted assigns) harmless from and against all liabilities, actions, proceedings, claims, demands, losses, suits, outlays, damages, judgments, penalties and expenses of any kind or nature (including reasonable attorneys' fees) that may be suffered or incurred by any of them as a result of any claim or action by a third party or end user against Spectrum that arises out of or relates to (i) any physical injury or death or damage to property resulting from the gross negligence or willful misconduct of Buyer, or not otherwise resulting from a defect in the product; (ii) changes, alterations or additions to any products by Buyer not authorized in writing by Spectrum; (iii) any shortages, freight claims, freight damage or receiving responsibilities overlooked by Buyer or Buyer third party end user; (iv) any failure of Buyer to inform its third party end users of Spectrum's freight and delivery or return policies; or (v) any misuse, or improper assembly, storage or maintenance of products by Buyer. No claim arising out of or in connection with products purchased from Spectrum may be brought by Customer more than one (1) year after the date of shipment or delivery of services.

#### **5.4 Regulatory Matters**

The labeling of the products shall comply with all U.S. laws, the laws of the jurisdictions where the products are manufactured, and the jurisdictions where the first sale of the products takes place. Spectrum shall not be responsible for obtaining any regulatory approvals for the products except for

those jurisdictions into which Spectrum's first sale of a product takes place, unless Spectrum specifically agrees to do so in writing.

Spectrum shall have the right to withdraw any offer or rescind any sale if it is determined to be in violation of any U.S. trade laws or regulations or rights of third parties.

#### **5.5 Importation Compliance**

If Buyer is a foreign Buyer, Buyer acknowledges that it is purchasing the products for purposes of exporting from the U.S.A. and importing the products into the country specified in the Purchase Order and shipping documents. Unless otherwise agreed to by Spectrum, Buyer will be the importer of record when importing the products into a foreign jurisdiction. Buyer shall be responsible for the transportation of the products and the importation of the products into the country where the products are to be delivered in strict compliance with all laws of such country. Buyer agrees that it shall not re-export or transship the products.

#### **5.6 Foreign Corrupt Practices Act**

If Buyer is a distributor, sales representative, partner or reseller of Spectrum, Buyer acknowledges that it is not an agent of Spectrum and represents and warrants that it will not pay anything of value, monetary or otherwise, to any government employee or official in connection with the resale of this product.

#### **5.7 Intellectual Property Rights**

Buyer acknowledges that it has no right, title or interest in the intellectual property, including trademarks, service marks, copyrights, proprietary images, and patents of Spectrum or pertaining to the products and agrees it will take no action to reverse engineer the products or technology, or to register or otherwise interfere with Spectrum's intellectual property rights. Further, Buyer agrees Buyer's use of Spectrum's intellectual property, will not be altered or repurposed except as provided to Buyer from Spectrum.

#### **5.8 Assignment, Modification and Waiver**

These Terms and Conditions may not be assigned by Buyer without Spectrum's express written consent. No purported amendment, modification or waiver of any provision hereof shall be binding unless set forth in writing by Spectrum. Any waiver is limited to the circumstance or event specifically referenced in the written waiver documents and will not be deemed a waiver of any other term of these Terms and Conditions or of the same circumstance or event upon any recurrence thereof. The failure of Spectrum to enforce any provision of these Terms and Conditions at any time shall not be construed to be a waiver of such provision nor of the right of Spectrum to thereafter enforce such provision.

#### **5.9 Relationship of Parties**

Buyer and Spectrum are independent contractors and neither party is an employee, agent or joint venture of the other. Neither party shall have the right to bind the other to any agreement with a third party.