

# Terms and Conditions

## Eligibility

ABCO 2.0 by izzy+ furniture and seating are sold nationally through authorized dealers and distributors only. Distribution of this price guide does not in itself constitute an offer to sell.

## New Accounts

New accounts may only be established with:

- Approval of an ABCO 2.0 Sales Representative
- Approval of ABCO 2.0 Sales Management
- Purchase Order for \$2,000 List Minimum Initial Order
- Completion or Receipt of a Blanket Certificate of Resale
- Completion of Credit Application
- Agreement to ABCO 2.0 Terms of Sale

Sales will be cash in advance until credit is established and will require a cashier's check, money order or bank approved company check. Clearance of cash in advance check or money order must occur prior to order being scheduled for production. ABCO 2.0 may review credit, change or cancel credit terms and/or request advance payment at anytime at its discretion.

## Pricing and Terms

Prices, product specifications and packaging are subject to change without notice. Surcharges may be added during the life of this price list as deemed necessary due to unforeseen economic conditions. **This price guide supersedes any and all prior published price guides.** List prices shown apply to product only. Storage, sales tax and any installation charges are additional. All orders are shipped freight prepaid within the contiguous United States and Canada. Freight charges will be the responsibility of ABCO 2.0. FOB point is ABCO 2.0's factory. The title of goods passes to the purchaser and our responsibility ceases when the carrier accepts shipment at our manufacturing facility. Prices in effect when the order is received will apply. If the shipping date requested exceeds six (6) months from the order receipt, ABCO 2.0 may use the published list prices effective at the shipment date

**Prompt Payment Terms:** 1% 10 days, Net 30. Payment is due according to our invoice terms. Past due amounts will be subject to a 1.5% monthly interest charge. In the event of delinquency, the customer shall be liable for reasonable collection costs, including attorney fees. If, in the judgment of ABCO 2.0, the financial condition of the purchaser at any time during the period of the agreement does not justify the previously agreed payment terms, ABCO 2.0 may require full or partial payment in advance. ABCO 2.0 reserves the right to withhold shipment and/or production of customer's order due to customer's failure to satisfy credit requirements or pay past due invoices. Disputed accounts must be submitted in writing within 30 days of invoice date for consideration. Lack of written dispute may result in delayed orders.

## Canadian Customers

All prices listed are in United States (U.S.) Dollars. Customs charges are prepaid; however the Purchaser is responsible for GST tax. Contact Customer Service for current exchange rate.

## International Customers

All prices listed are in United States (U.S.) Dollars. All freight, taxes, and export fees are the purchaser's responsibility.

## Ordering

Send purchase orders to:

E-mail to [orders@abcofurniture.com](mailto:orders@abcofurniture.com) or fax to 800.992.2261.

To ensure that we can process your order as quickly as possible, please provide us the following information:

- Purchase Order Number
- Correct Model Number(s)
- Detailed Product Description(s)
- Applicable Specifications (laminates, paint, edge treatment, fabric)
- Correct Price
- Ship To Address
- Contact and Phone Number
- Any Special Instructions
- Reference to a Supplement Order with any Special Quote Information or Custom Product Documentation

Please refer to the front section of each product line for specifying instructions. Incomplete information and incorrect pricing will delay the process. Orders will not be entered into our manufacturing system until all information is provided.

## Purchase Order Verification

ABCO 2.0 will automatically fax purchase order verifications within approximately 24 hours of order entry (or mail if no fax number is on file). Please check the verification thoroughly and notify ABCO 2.0 Customer Service within 24 hours of any discrepancies. ABCO 2.0 will manufacture the product as specified on the verification and cannot be responsible for errors if not notified by the customer. ABCO 2.0 is not required to accept changes to acknowledged orders. The customer will be charged for any expenses related to accepted changes, and the order may then be rescheduled at ABCO 2.0's discretion. The verification ship date reflects the estimated shipping week. This date does not constitute an essential term of agreement. Shipments may occur prior to or after the original acknowledged date. Order verification may be delayed due to credit issues.

To avoid purchase order duplication, mark confirming copies "confirming copy."

## Additions to Orders

Please contact ABCO 2.0 Customer Service prior to adding to, changing or combining orders already received by ABCO 2.0, and reference the original order number to combine with the additional order for shipping or to meet prepaid freight requirements. ABCO 2.0 will not accept additions to original orders if already scheduled for production and cannot hold orders once production has begun. For more efficient handling, factory approved additions to original orders will be treated as separate orders and invoices by ABCO 2.0.

## Lead-Times

Our lead-times have been temporarily extended. Orders for standard product ship within 30 days from receipt of a valid purchase order and credit approval. Additional lead time for custom products may apply. Contact Customer Service for details.

## Customs

ABCO 2.0 prides itself in meeting our customers' needs with our full line of standard products. However, we do understand that your customers at times will require custom design and custom products to meet unique specifications. Please contact the ABCO 2.0 Custom/Quotation department at (800) 336-0070 for further information on custom capabilities. Please note that orders for custom product are not covered under warranty and may not be cancelled or returned. Orders for custom product should be sent on a separate purchase order when ordered with standard product to ensure timely delivery of standard product. Split shipments to expedite standard products are subject to additional freight charges.

## Customer's Own Material (COM)

COM orders for panels or seating require contact with ABCO 2.0 Custom/Quotation department for product pricing and yardage requirements. A sample of material must be sent to ABCO 2.0 for approval prior to acceptance of order. Customer's material must ship prepaid to ABCO 2.0 with the supplier tag clearly showing the amount of material, product number, dealer's name, customer purchase order number and ABCO 2.0 order number. Customer's material is applied at customer's own risk and excluded from the ABCO 2.0 warranty. Customer is responsible for providing material that meets any state or federal codes or laws. Lead times for COM orders are 6 to 8 weeks upon receipt of customer's material. See page 117 for additional COM information on ABCO 2.0 seating.

## Customer Pick-Up

All merchandise for which customer pick-up has been specified and a pick-up appointment has been established, must be picked up within 24 hours of the scheduled date. All merchandise not picked up within 72 hours will be deemed as delivered to the customer for invoicing and payment purposes.

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ABCO 2.0 SEATING

## Freight

A small order fee of \$40 net will apply on orders less than \$800 list.

UPSable items will be shipped at standard UPS rates plus any additional handling charges. Flat fees will be reflected on the invoice as "Shipping and Handling." Shipments outside of the continental United States that qualify for prepaid freight are prepaid to port and collect from that point. Pre-determined additional expenses such as the following will be debited to the customer's account and charged on a separate invoice.

- Inside Delivery
- Upstairs Delivery
- Call Before Delivery
- Residential Fees
- Other Special Charges

Freight rates are subject to change without notice and apply to shipments in the U.S. only. Please note any special delivery needs on your purchase order. ABCO 2.0 will work with your company and the freight carrier to try and accommodate your delivery needs. ABCO 2.0 will make every effort to work with the freight carriers but cannot be responsible for delivery schedule. ABCO 2.0 can also accommodate collect shipments and third party billing at no additional charge. UPSable items are denoted by an asterisk (\*). ABCO 2.0 cannot be responsible for damage to items not approved for small package delivery by UPS. Prepaid orders cannot be split shipped or shipped with different dates. Weights and cube values are approximate.

## California Shipments

ABCO 2.0 will charge California sales tax on all invoices to any dealer that requests ABCO 2.0 ship directly to the State of California, but cannot provide a valid California resale certificate.

ABCO 2.0 TABLES  
NEW MEDLEY

ABCO 2.0 TABLES  
SMART TABLES

ABCO 2.0 TABLES  
Z SERIES

ABCO 2.0 CASEGOODS  
KEEL

## Freight Responsibility and Claims

Carrier routing will be determined by ABCO 2.0 on all prepaid or prepaid and add orders. When the customer selects the carrier, ABCO 2.0 is not responsible for the services provided by that carrier. Customer selected carrier shipments will be shipped collect or third party based on the customer's instructions. ABCO 2.0 has made special arrangements with selected freight companies for the handling of freight damage claims. All ABCO 2.0 shipments are put on the freight line free from damage and are signed for as such by the carrier's agent. ABCO 2.0's responsibility for the product's safe delivery ceases at this point and responsibility is assumed by the carrier. As a service, ABCO 2.0 will file freight claims for F.O.B. origin, prepaid and prepaid and add shipments under the following conditions: Any shipments received with shortages must be noted "short" on the bill of lading and signed by the receiving agent as well as the carrier. Any shipments received with visible carton damage must be inspected immediately to determine if there is product damage. If there is product damage, refuse only the cartons containing damaged products. The applicable products must be noted "damaged and refused" on the bill of lading and signed by the receiving agent as well as the carrier. Notification of any claim activity that results from damage should be reported to ABCO 2.0 Customer Service immediately. Failure to notify ABCO 2.0 within 10 calendar days of any damages will constitute a waiver of claim. This applies to both obvious and concealed damage. Replacement orders may be subject to ABCO 2.0's inspection of refused products. Freight claims for third party and/or collect shipments are the responsibility of the customer. Contact Customer Service at (800) 336-0070 if shipment is not received within 10 days of shipment.

## Returns

Returned merchandise will not be accepted without written approval from ABCO 2.0 Customer Service on a Return Authorization (RA) form. Once an RA is approved, merchandise must be returned to ABCO 2.0 prepaid, in the original cartons (with proper inner packing), addressed with return labels and accompanied by a copy of the RA form. ABCO 2.0 will refuse shipments of returned goods that do not meet these criteria. A minimum 45% restocking fee will be applicable for all approved returns. If the original shipment was shipped prepaid by ABCO 2.0, freight charges will also be due for the original shipment.

ABCO WILL NOT ACCEPT RETURNS FOR THE FOLLOWING UNDER ANY CIRCUMSTANCES:

- Custom Items
- Items shipped as acknowledged on an ABCO 2.0 Order Verification
- Items that have been fully or partially assembled
- Duplicate orders due to duplicate customer purchase orders
- Items invoiced more than 60 days ago
- Items received at ABCO 2.0 45 days or more after issuance of RA

## Cancellations

Orders entered and verified may not be cancelled or changed without receipt of a written cancellation request and ABCO 2.0's consent. A cancellation or change charge of 30% will be applied to orders cancelled or changed while in production (verification date to ship date). **Orders for custom items or products with custom laminate colors may not be cancelled or changed.** Please see "Returns Policy" to cancel an order that has been shipped from the factory.

## Postponements

Requests for postponement of shipment beyond the scheduled and verified ship date will be subject to a 25% holding and handling charge. Under no circumstances will orders be held more than 10 days past the scheduled and acknowledged ship date.

## Giza

ABCO 2.0 provides office layout services utilizing Giza software free of charge. Please fax request to the Custom/Quotation department at (800) 992-2261 along with all necessary information including:

- Rough sketch of the layout
- Complete room dimensions
- Type of product to be used
- List of any accessories
- Design specifications
- Other pertinent Information that will assist in completion of the drawing

Design services are provided based on the information provided to the designer. Dimensions and measurements of the space are the responsibility of the customer. ABCO 2.0 cannot be responsible for unsatisfactory installs due to incorrect information provided by the customer.

## Copyright

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