

PRICING & SPECIFICATION GUIDE

Introduction: Terms & Options

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TUOHY

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**PRICES**

All prices are list, F.O.B. Chatfield, Minnesota, and are subject to change without notice. We reserve the right to change quotation prices prior to acceptance by the buyer. Quotation prices must be accepted within 30 days or re-submitted for dating and approval. Prices do not include storage, installation, taxes or tariffs. All orders are subject to a surcharge for prepaid freight—see FREIGHT, next page. **Quoted prices are subject to change based on the cost of raw materials, shipping, and/or freight at the time ordered by seller**

**LEAD TIMES**

The lead time on an order begins when TUOHY's Order Entry Department has verified the validity of the items ordered and has received at our manufacturing facility all COM materials supplied by others.

**ORDERING INFORMATION**

Specify all items by their product number, noting the quantity, finish color, tagging information and all other specifications called for within the price schedule.

The product number will prevail in the event the product number and description differ. All orders must be in writing and shall be deemed accepted when the General Office in Chatfield, Minnesota issues a written acknowledgement. We are responsible only for agreements, commitments, and obligations authorized by an officer of TUOHY Furniture Corporation, and not for any agreement between a selling agent or other third party and the buyer.

**ACKNOWLEDGEMENT**

Every order will be acknowledged. Orders will be manufactured and invoiced based upon the information on the acknowledgement. If there is any discrepancy, please notify TUOHY Furniture Corporation immediately. Failure to notify TUOHY of a discrepancy within five (5) days will constitute acceptance of the order as acknowledged. All acknowledgments will contain current lead time information. If for some reason the buyer does not want it early, please list a Do-Not-Ship-Before date.

We are not responsible for delays in scheduling or failure to make scheduled shipping date due to strikes, lockouts or other labor complications, war, riots, Acts of God, fires, accidents, restraints affecting shipment or credit, reduced supply or excessive cost of fuel or raw material, delays from suppliers, compliance with Government regulations, or other unforeseen contingencies. When delays in product delivery are caused by the

purchaser we reserve the right to draw up to 90% of the contract price and to charge to the purchaser any costs incurred by us.

**CREDIT AND PAYMENT TERMS**

Corporate policy does not allow for automatic open account terms for new customers or for customers whose account is not current. Corporate policy also prohibits credit being extended to individuals or residential accounts. New customers are required to make a deposit for the full value of the merchandise ordered. A credit application will be sent to each new customer. Credit will be established upon review of the responses given by the customer's references and will appear on future order acknowledgements. New customers are encouraged to begin establishing a credit rating with TUOHY Furniture Corporation prior to placing an order. Our customers are responsible to provide the necessary current and accurate information. We cannot be responsible to follow up on credit references. Upon establishment of an open account, terms are Net 30. 1 1/2% per month service charge will be added to all past due accounts. Accounts that are 90 days past due will be subject to collection proceedings without any additional notice. Please inquire for a packet of Credit information and Procedures from TUOHY Furniture Corporation. Orders will not be processed for past due accounts until the amount due, including any service charges, is paid in full. Standard product orders exceeding \$50,000 net will require a down payment of 33%. Custom orders will require a down payment of 50% and will not be scheduled for production until the down payment is received. A bank letter of credit may be required for any order over \$50,000.

**CHANGES AND CANCELLATIONS**

All prices and ship dates published or quoted regard items only as specified. We reserve the right to adjust our prices and ship dates on any change in specifications. TUOHY Furniture Corporation will make every reasonable effort to stop production, scheduling shipments, etc., upon receipt of written notification of changes, cancellations, or deferments of delivery. TUOHY will assess charges to the customer for change orders, cancellations, and delivery deferments as stipulated in the following:

**Cancellation Policy:**

All Tuohy Furniture products are made to order. Prior approval is required to cancel any order. A cancellation fee of 20-100% will be applied based on the order status. Cancellation of special orders will incur an engineering labor fee plus the 20-100% fee based on manufacturing.

**Change Order Policy:**

Tuohy Furniture will make every attempt to honor any reasonable change order request provided that the request is received prior to the start of production. A minimum charge of \$200 net will be applied to cover all administrative costs. There may be additional costs associated with engineering labor required to complete the change. All post-production change requests will include the \$200 net administrative fee plus any applicable engineering and restocking fees.

**PACKAGING**

TUOHY pricing includes packing for North American shipment. Whenever possible, TUOHY will blanket-wrap your order; otherwise, all products will be packaged. Only environmentally safe packing materials are used. Large furniture pieces will be packed with wood reinforcements for added protection. For special packaging, crating or overseas shipment, please contact our Customer Service Department.

**DELIVERY**

TUOHY Furniture Corporation will select the method of shipment, carrier and routing. Carrier selection is solicited to provide the best service to each customer in their particular location. When all applicable charges, surcharges and freight/handling fees are accepted, shipments will be sent prepaid, FOB Chatfield, Minnesota. TUOHY Furniture Corporation's liability ends when the carrier issues a receipt to TUOHY Furniture Corporation, which is an acknowledgement by the transportation company that the shipment has been received by the freight company in good condition. Title of the goods and risk of loss transfers to the buyer. The order shall be considered complete. Prepaid freight does not change the F.O.B. status of the product and risks involved in the shipment. We reserve the right to make partial shipments. Invoices relevant to the partial shipments are payable as they fall due.

**FREIGHT**

All product is shipped FOB factory, and with what in TUOHY’s judgment is the best carrier. All orders are acknowledged with an approximate ship date.

All orders under \$10,000 List are subject to a minimum order charge of \$175 net (\$150 net for **GSA**). 902 Series chairs are exempt from this charge.

Non-Seating:

All orders *not in Texas* will be charged a freight/handling fee equal to 5% of net. Orders *in Texas* are subject to terms negotiated through the regional TUOHY representative.

Seating:

Freight/handling fees are charged on a regional basis, as shown in the map below.

These fees are pre-calculated and prepaid by TUOHY and added to the invoice at the time of shipment. Should additional charges be incurred by TUOHY due to delivery issues (non-dock, re-delivery, etc.) after initial billing, the customer may be liable for those additional charges.

The title of goods changes when merchandise leaves TUOHY’s dock. Any subsequent freight damage and all freight claims are the responsibility of the purchaser or consignee to report to the carrier promptly upon receipt and the settle with the carrier.

**TRANSIT DAMAGE AND CLAIMS**

All merchandise is packed to comply with carrier requirements. All shipments must be carefully inspected for visible and concealed damage upon arrival.

Visible Damage: All visible damage or shortages must be noted on the carrier receipt and signed by the delivering driver. Do not sign the receipt until the visual inspection is complete at the time of delivery. Tuohy Requires images of the packaging

prior to being unpacked; the proof of delivery (POD) must be signed damaged with the appropriate crates/pallets noted; require images of the damaged product - uninstalled- and require the product to remain uninstalled until the damage has been evaluated.

Concealed Damage: All cartons must be opened and inspected prior to signing the bill of lading. Concealed damage must be reported to the delivering carrier and TUOHY Furniture within twelve(12) days. Request an immediate inspection. Hold packaging pending the inspection. Do not move merchandise from the receiving area. We require a POD signed clear, images of the packaging showing no damage and photos of the un-installed damaged product.

Caution: When a clear receipt is obtained by a carrier, the carrier is no longer responsible for damages or shortages. Damaged freight cannot be refused by the consignee (buyer). Processing claims for damages and shortages are the responsibility of the buyer. At no time can claims be deducted from our invoices.

**STORAGE BY THE MANUFACTURER**

No shipment can be postponed by the customer. TUOHY reserves the right to transfer products to storage. Such transfer to storage shall be deemed delivery to the customer and an invoice for the products will be issued at that time. Long-term storage (over 30 days) is subject to surcharge.

**STORAGE BY THE OWNER**

Due to the inherent nature of wood products, we cannot guarantee any product stored or set in place in an environment where temperature and humidity are not controlled. Temperatures

must be maintained within a range of 50-80°F (or 10-27°C); the relative humidity must be maintained between 25 and 40%. These conditions are also recommended for human health standards.

**MISCELLANEOUS**

All merchandise shown in our catalog is the property of TUOHY Furniture Corporation. We reserve the sole right to manufacture and distribute it.

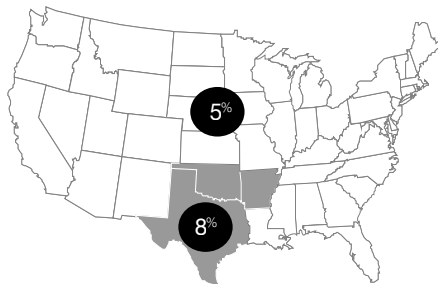
All patterns, tools, and designs developed for the production of any product will remain the property of TUOHY Furniture Corporation. All published dimensions are approximate and if the exact sizes are critical, we suggest that you request actual measurements.

Price list data supersede all other specifications, whether verbal or written, and may not be altered without the written consent of an officer of TUOHY Furniture Corporation.

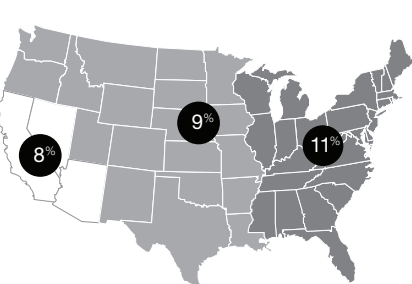
Stenographic and clerical errors on any agreement, publication, correspondence, price list, or product literature pieces are subject to correction at any time without notice.

Due to variations beyond our control, all wood and upholstery products are subject to slight variations in color, texture, and grain. Crotch-figured woods, burls, and bird’s eye figured woods have a tendency to show movement in the grain because of excessive end grain exposure and random orientation of the grain. Additional veneer backing is applied to these veneers to minimize such movement. This natural phenomena can be expected and should not be deemed defective. It will not impair the performance of the product and will not be considered as a warranty issue.

Non-Seating Freight/Handling Fees



Seating Freight/Handling Fees



Alaska, Hawaii, Canada, Mexico: **Quote required**  
**GSA:** Reduce rates above by 2 percentage points.

## Warranty

All merchandise is manufactured in accordance with our high industrial and design standards and is warranted to be free from defects of material and workmanship. This warranty covers goods under normal use and in service under conditions for which the merchandise was designed. All products must be placed in an environment consistent with that described in 'Storage by the Owner'. Our products, if maintained and cared for properly, will remain beautiful long past our warranty. Products are manufactured, shipped and installed specifically for each project and client. As such, return of products, for whatever reason, is not practicable and not permitted. Our obligation during the warranty period is limited to repair or replacement at our option. Wood surfaces must be cleaned only with water or an ammonia-based cleaner; use of other cleaning agents will void this warranty.

This warranty becomes null and void on any goods repaired or altered by any person not so authorized by TUOHY Furniture Corporation or any merchandise which has been subject to misuse, improper storage, negligence, or accident. Natural rubber products placed directly on our wood finish may cause discoloration of the finish and will void this warranty. No warranty is made when products are acquired for personal or residential purposes. We make no other warranties, either expressed or implied as to any matter whatsoever, including without limitation, the condition of the merchandise, its merchantability, or its fitness for any particular use or purpose. All claims will be processed by the Customer Service Department.

Our standard 10-year warranty covers all casegoods and conference tables manufactured by TUOHY Furniture Corporation. All seating and occasional tables carry a 5-year warranty. Limitations include:

### All Other Products, Parts, and Services:

#### **2 Years**

Purchased parts including, but not limited, to electric height adjustable components and task lights (cords not included), other items may apply

#### **1 Year**

All electrical power units above and below the surface and Pneumatic gas cylinders

#### **6 Months**

All other products, parts, and services not listed above sold or furnished by TUOHY Furniture

### No Warranty

No warranty for consumable products such as light bulbs and other electrical products which are not under warranty. Tuohy is not responsible for damage or breakage occurring to glass and solid surfaces after delivery.

### Other Manufacturers' Products Warranty

#### **Follows Manufacturers' Warranty**

TUOHY will pass through any warranty supplied by other manufacturers to the extent possible including, but not limited to, upholstery, leather, appliances, and laminates

### Residential Orders

#### **Manufacturer's Defect Only**

Residential installs have warranty from manufacturer's defect through installation. No warranty applies after the initial installation.

### Color Variation of Natural Products

#### **No Warranty**

TUOHY Furniture will do our best to match all products ordered after initial install. When using natural products Tuohy cannot guarantee color or character of natural products.

THIS LIMITED WARRANTY ALSO DOES NOT COVER ANY DEFECTS DUE TO NORMAL WEAR AND TEAR, DAMAGE DUE TO MISUSE, ALTERATION TO THE PRODUCT, NEGLIGENCE, OR FOR ANY FAILURE OF THE PRODUCTS THAT RESULTS FROM EXTERNAL CAUSES SUCH AS: ACTS OF NATURE, PHYSICAL DAMAGE, EXPOSURE TO ADVERSE OR HAZARDOUS CHEMICAL OR OTHER SUBSTANCES, USE OF REACTIVE CLEANING AGENTS AND/OR HARSH CHEMICALS TO CLEAN THE PRODUCTS, ENVIRONMENTAL CONDITIONS, VANDALISM, FIRE, POWER FAILURE, IMPROPER POWER SUPPLY, EXTREME HUMIDITY LEVELS (HUMIDITY LEVELS SHOULD REMAIN BETWEEN 25% AND 55%), IMPROPER USE, INSTALLATION, HANDLING, ALTERATION, STORAGE, THE FAILURE TO ABIDE BY ANY PRODUCT CLASSIFICATIONS OR CERTIFICATIONS, OR FAILURE TO COMPLY WITH ANY APPLICABLE STANDARDS, CODES, RECOMMENDATIONS, PRODUCT SPECIFICATION SHEETS OR INSTRUCTION SHEETS, FAILURES OR PERFORMANCE ISSUES ARISING FROM USE OF THE PRODUCTS WITH THIRD PARTY PRODUCTS, PROCESSES, OR MATERIALS SUPPLIED BY ANY END USER OR THIRD PARTY.

Warranty is subject to change without notice