



# 2-SHIFT LIMITED LIFETIME WARRANTY

Tayco products included in our standard offerings are backed by a 2-shift warranty to the original purchaser for the use of two 8-hour shifts, 5-day per week.

Tayco's warranty, which runs from the date of manufacture, covers defects in materials and workmanship under normal use and care of the products for office use only. If product is defective and written notices of the defect is provided to Tayco within the applicable warranty period, Tayco (at its option) will either repair or replace the defective product with a comparable component or product.

## Limitations to the Warranty Include:

	CASEGOODS	SYSTEMS	SEATING
LIFETIME	· Metal legs, posts and metal gables	· Panel frames · Metal legs, posts and metal gables	
12 YEAR	· Laminates (HPL and LPL)	· Laminates (HPL and LPL) · Laminate panels	
10 YEAR	· Vinyl trim · Electrical components	· Vinyl trim · Electrical components	· Bases · Arms · Casters · Pneumatic cylinders - single shift for users of up to 300 lbs (40 hour week) · Seating mechanism - single shift for users of up to 300 lbs (40 hour week)
5 YEAR	· Moving parts which include slides, locks, glides and casters · Height Adjustable Table motors	· Fabrics/upholstery/ P.E.T. Acoustic Board · Height Adjustable Table motors	
4 YEAR	· Tempered glass	· Tempered glass	
3 YEAR		· Monitor arms · Keyboard trays and mechanisms	· Foam · Upholstery/mesh/seating fabrics · Arm pads
2 YEAR	· Height Adjustable Table handset and control	Height Adjustable Table handset and control	
1 YEAR	· Electrics and moving components that are not included in our pricebooks · Tasklights	· Electrics and moving components that are not included in our pricebooks · Acrylic	
SUPPLIER COVERAGE	· Acrylic warranty is passed on to the Customer from the supplier and may vary	· Acrylic warranty is passed on to the Customer from the supplier and may vary	
NOT COVERED	· Ballast and light bulbs	· Customer's own material	· Customer's own material

1) Tayco's 2-Shift Limited Lifetime Warranty must be interpreted and used with the following limitations and the accompanying terms and conditions document.

2) The Tayco Warranty has the following limitations and does not apply under the following conditions:

- Exclusions:
  - Any "normal wear and tear" such as dents, nicks, scratches, fading and improper maintenance.
  - Any discolouration due to exposure to sunlight or indoor lighting.
  - Any damage caused by improper treatment, use or storage of product including exposure to unusual environmental conditions (extreme climates, acids, and moisture).
  - Any damage caused by carrier in transit, damage caused by cross-docking or the movement of product from one site or location to another, any misuse and alteration to the product.
  - Any warranty or claim made regarding the matching of colours, grains or textures, the colour fastness or the matching colour of textiles and any deviations in dye lots of fabric.
  - Any warranty or claim of any Tayco products if the products are used for rental or third party purposes.
- Limitations:
  - A product will not be considered defective, and Tayco will not be obligated to replace it, if the product is not installed properly or is used in a "non-standard" fashion. It is at the sole discretion of Tayco to decide if a defect is due to improper product installation or reconfiguration.
  - Tayco shall not be liable under any circumstances for consequential, economic, or incidental damages of any nature, including without limitations, damages for personal injury or damages to property, and however occurred, whether alleged as resulting from breach of warranty or contract by Tayco or negligence of Tayco or otherwise.
- This warranty overrides all other warranties, express or implied, including, but not limited to, any implied warranties of merchantability of fitness for a particular purpose. The Customers exclusive remedy with respect to any and all losses or damage resulting from any causes whatsoever shall be repair or replacement as specified above.

## PRICES

Prices are subject to change without notice. Not included in the list prices are special packaging, freight, unloading, unpacking and installation. Possession of this price list does not constitute an offer to sell. Only orders received from authorized Tayco dealers will be processed.

## PAYMENT TERMS

Terms of payment are net 30 days from date of invoice, upon credit approval. All payments should be remitted to:  
400 Norris Glen Road, Toronto, Ontario, Canada M9C 1H5

## ORDER PLACEMENT AND CONFIRMATION

Tayco requires that all orders be in writing and accompanied by an Order Cover Sheet to avoid errors. When placing orders, please refer to products by their product code and Tayco quotation number, if applicable. Specify all applicable finishes and clearly indicate the total net value of the order on the Purchase Order. Also note the "ship to" address if it is different from the "bill to" address. All orders should be faxed or emailed to: (416) 252-4467, [purchaseorders@tayco.com](mailto:purchaseorders@tayco.com)

## ORDER ACKNOWLEDGEMENT

Upon receiving a Purchase Order, Tayco will email an Order Acknowledgement indicating the shipping schedule and a description of the goods ordered. It is the responsibility of the Purchaser to verify the Order Acknowledgement for accuracy.

## ORDER CHANGES

All changes to a Purchase Order must be made in writing and are subject to approval by Tayco. Please note: changes may affect the lead-time and may be subject to additional charges. No changes will be accepted after 20 days from the date of the receipt of the Purchase Order. Quick Ship orders can not be changed after the order is placed.

## ORDER CANCELLATION

All cancellations must be made in writing and are subject to approval by Tayco. Orders cancelled 20 business days after the receipt of the Purchase Order will incur a minimum charge of 50% (of net) for cancellation. Once factory scheduling has commenced, cancellations will not be accepted.

## SPECIFICATIONS

Detailed specifications are available upon request. Tayco reserves the right to make changes in materials, dimensions, style or specifications if the changes will improve an item's quality or appearance.

## STORAGE

All goods are payable within the specified acknowledged terms from the date of substantial completion of manufacturing. Pick up orders have a five day storage grace period. In the event that the Purchaser requests postponement of delivery beyond this 5 days, the Purchaser must exercise one of two options:

1. Immediately remove the goods with the carrier of their choice
2. Immediately transfer the goods to a storage facility of the Purchaser's choice at the risk and expense of the Purchaser. Such transfer to storage shall be deemed as delivery to the Purchaser for all purposes, including invoicing, payment and liability.
3. Subject to availability, in the sole discretion of Tayco, the product may be stored at Tayco for a fee of \$32.00 per skid, per day plus handling charges, insurance and any additional costs.

Subject to Tayco's written permission, if Tayco is receiving non-Tayco products to ship and install with Tayco products the following charges will apply:

- In-Fee: \$32.00 per skid, per day
- Resource/Handling Fee: \$75.00 per hour / \$75.00 minimum for under one hour
- Storage fee: \$32.00 per skid, per day
- Charge for installation of non-Tayco product will be quoted by the Tayco Installation Department

If the non-Tayco products arrive loose, not on a skid or require re-packing the following charges will apply:

- Destuffing/Hand-Bomb of Material: \$150.00 minimum for less than 25 items / \$250.00 minimum if over 25 items
- Repack Fee: \$150.00 per skid
- Resource/Handling Fee: \$75.00 per hour / \$75.00 minimum for under one hour
- Storage Fee: \$32.00 per skid, per day

Products without a Tayco Purchase Order number issued by Tayco's Purchasing Department and a Non-Tayco Item Receiving Form found online will not be received. Charges do not apply to GSA teaming agreement orders.

## BACK CHARGES

Tayco will not accept charges for expenses incurred by the Purchaser in expediting shipments, for the repair of damage caused by others or for delay of any shipment. Deductions from invoice payments are not permitted unless authorized in writing by Tayco.

## ORDER DELAYS

Tayco's Order Acknowledgement will state a shipping date, which is Tayco's best estimate at the time the order is acknowledged. However, Tayco shall not incur any obligation or liability to the Purchaser for failure to ship by the specified date unless Tayco has agreed to an unequivocal, firm shipping date in a separately signed written document, executed by authorized personnel at Head Office. Tayco holds no liability for any failure to deliver or any delay in delivering or performing any obligation due to any cause outside the reasonable control of Tayco, including but not limited to, fire, flood, bad weather, war, terrorism, civil disturbance, riot, act of government, government regulation, governmental restriction on export or import, currency restriction, labor dispute, strike, plant shutdown, unavailability of materials, equipment failure or failure of supplier, carrier or subcontractor to deliver on time or otherwise perform.

## FREIGHT TERMS

All goods are sold F.O.B. Tayco, Toronto, Canada, unless otherwise stipulated by Tayco.

All shipments are LTL (less than truckload) dock-to-dealer dock, non-timed delivery, Monday through Friday, 8 a.m. to 4 p.m. continental Canada and United States of America only.

The following services may be arranged for an extra charge and must be clearly noted on the Purchase Order: cross docking, delivery after hours, holidays or weekends, residential or inside delivery, delivery to government buildings or schools, use of special equipment, delivery to an end user, delivery by appointment or within specific time requirements, beyond shipments and out of territory shipments.

Tayco will provide customers with an anticipated date of delivery. Every effort is made to adhere to the prescribed delivery date; however, neither Tayco nor the carrier will guarantee or be held responsible in any manner for delays or deviation from the planned delivery date.

Drivers are not responsible or permitted to assist in the off-load of product.

Dealer may incur additional carrier Accessorial charges for:

- No loading dock
- Detention charges
- Street unload
- Lift gate required
- Redirect of product
- Refusal of product
- Can not accommodate certain size of trucks
- Storage
- Unloading time

### LTL Shipments (Less than Truckload)

All LTL shipments are based on 52 foot trailer loading to dealer doc. Freight companies allow 30 minutes to unload. After such time there will be an additional cost of \$150.00 for every hour or part thereof while the truck is on site. The dealer/customer will be billed for any extra time. Any charges arising from re-routing while in transit or carrier storage charges will be responsibility of the dealer/customer.

### TL Shipments (Truckload)

Freight companies allow 2 hours to unload. After such time there will be an additional cost of \$150.00 for every hour or part thereof while the truck is on site. The dealer/customer will be billed for any extra time.

Any requests for specific delivery times and drop shipments to job sites for truckload shipments must be separately quoted. Tayco is not responsible for any costs incurred for late deliveries, including labor or other charges resulting from unforeseen delays. Carriers typically allow for a 2-4 hour delivery window, even when a set delivery time is requested and paid for. Tayco is not responsible for any damages nor labor for unloading products.

Group shipping and consolidated orders is done at Tayco's discretion with normal shipping conditions. Additional charges will apply for timed deliveries that are less than a FTL or other special conditions for group shipped items.

## FREIGHT & DAMAGE CLAIMS

Tayco is not responsible for damage that occurs in transit or in storage. The carrier signs for all goods received in good order from Tayco. It is the Purchaser's responsibility to examine goods upon receipt and file any claims with Tayco.

Tayco will file freight claims for loss or damage if the following policy is followed. The following requirements must be met by the consignee in accordance with freight laws and carrier policies:

- All damages must be reported in writing to Tayco within 2 business days of receipt and must be submitted with digital photos of the damage, including all original packaging. Obvious damages and shortages must be noted on the bill of lading prior to signing for the delivery (i.e. dented cartons, missing pieces, scratched surfaces). Failure by the Purchaser to make any claim against Tayco within 48 hours shall constitute acceptance of the goods and waive the right to claim any apparent, errors or shortages.
- A detailed list of missing or damaged pieces is required in order to assess the value of the claim. Upon receipt of this information, Tayco will contact the carrier and request an inspection or waiver thereof.
- In the case of concealed damage, Tayco must be informed in writing with digital photos of the product and all packaging materials within 48 hours of receipt of product. All damaged product and packaging must be preserved as received pending an inspection or waiver of inspection by the carrier. All product that has a claim pending against it must be available for carriers to salvage once the claim is paid.
- Tayco specifically denies any claims for beyond, cross docking or second party installation or re-freighting.

Failure to adhere to these policies and procedures will result in claim responsibility shifting from Tayco to the consignee.

All claims are to be submitted through the online submission form and contain all information requested in order to properly review a claim. Response time within the claims form is 48-72 hours.

## CONCEALED DAMAGE AND MISSING CLAIMS

Concealed damage refers to any damage that does not become apparent until the merchandise has been unpacked. The receiver of the merchandise must file for concealed loss or damage with Tayco within 10 business days of the receipt of product. Photos of concealed damage must accompany the claim and show the product with the original packaging. Photos taken after the installation of the product is complete will not be accepted for proof of concealed damage.

In the event of a delayed installation the following MUST be provided to Tayco:

- Photos of original shipment with original packaging in original location delivered.
- Photos of original shipment with original packaging in secondary (install site) location.

Missing Items refers to any components ordered by the purchaser that are reflected on the Order Acknowledgement that were not received and does not become apparent until the merchandise has been unpacked. The receiver of the merchandise must file for any missing components with Tayco within 10 business days of the receipt of product. Photos of all products received must be provided with the claims submission. It is to Tayco's discretion to deny or approve the claim submission for missing components and verify what was produced and received by the purchaser.

All claim submission for consideration must be submitted through the online portal found on the Tayco website.

## TERMINATION

If at any time Tayco is reasonably led to believe that its interests are imperiled, Tayco may, without prejudice, terminate any order immediately or may defer shipment until the situation is remedied to Tayco's satisfaction. Reasons for order termination include, but are not limited to, the following: default in payment of any sum due to Tayco, breach of any of the terms and conditions of an order or other contract with Tayco, a material change in ownership or form of the purchasing organization or if at any time the Purchaser's financial condition becomes unsatisfactory to Tayco.

## RETURN MERCHANDISE

It is not Tayco's policy to accept returned product. In extenuating circumstances the return of product may be approved by Tayco. The Purchaser must request a Return Authorization Form from Tayco. All such returns must be shipped freight prepaid including duty and brokerage fees unless otherwise indicated by Tayco. Standard items are subject to a minimum restocking charge of 50% of the net value of the returned items. COD (cash on delivery) returns will not be accepted.

## REPAIRS

Liability for the repair of items will be limited to repair or replacement. Tayco will not issue credit allowances for any repairs without Tayco's prior written consent and any repair costs must be agreed to by Tayco prior to the commencement of any work.

## REPLACEMENT PARTS

Replacement parts will be processed as a priority. Please consult with Customer Service for prices and include product codes and descriptions with your Purchase Order.

## TAYCO INSTALLATION

Tayco Installation will be scheduled in coordination with the estimated dispatch date noted on the order acknowledgement. Purchaser agrees to and understands that not all installations will be scheduled on date of estimated dispatch date and will be dependant on the Tayco installation team's schedule and availability.

For confirmation of installation date, customer has 48 hours to confirm date given by Tayco Installation team. If unable to confirm within 48 hours, the order is subject to scheduling adjustment to align with availability from Tayco installation team.

Installation claims will only be accepted up to 72hrs after installation has been completed and signed off on by the Customer. Installations will take place during regular business hours, unless requested otherwise, which will result in additional charges. Regular business hours for Tayco installation are 7:30AM-4PM

All installation sites Tayco work on are to be clear of debris and construction material. Any variances to supplied drawings that affect installation of products will be at the cost of the dealer. It is the customer's responsibility to arrange any complete any electrical and/or data connections as well as for arranging removal of waste packaging material from site.

Tayco installations can be cancelled up to 2 weeks before the scheduled installation date. If cancelled within the 2 weeks before the scheduled installation date, a cancellation fee of 50% of the original installation cost will be charged to the customer.

Additional fee's will be incurred for, but are not limited too:

- Stair Carry
- Street Offload
- Beyond destinations
- Movement of existing furniture
- Reconfigurations
- After hours installation or delivery

## TAYCO QUOTES

All quotes requested by to the Tayco Commercial Space design team, will be valid for 30 days from receipt of the quote. After the 30 days, if ordering the quote, it will need to be re-quoted to ensure pricing and drawing accuracy. Tayco has the discretion to void warranty on a special item as suggested by our engineering department at any point. Specials being ordered must be signed off by the dealer prior to order submission. Submission of an order with a special item quoted validates the review of the item.

## INFRINGEMENT AND INDEMNIFICATION

Purchaser agrees to indemnify and undertakes to hold Tayco harmless from and against all direct, punitive, indirect, incidental, special exemplary or aggravated damages (including without limitation, Tayco reasonable attorneys and other professional fees and costs of litigation), directly or indirectly, arising out or resulting from any suits, proceedings, claims, demands, investigations or actions of any nature or kind whatsoever (including those for personal injury or death) asserted by other persons or entities against Tayco as a result of: (a) the actions or inaction of Purchaser; (b) the negligence, misconduct or violation of any applicable law by Purchaser; (c) the use, misuse or application of the Product by anyone including the use of the Product in a manner and for purposes for which the Product was not intended; (d) any actual or alleged infringement or misappropriation of any intellectual property right, domestic or foreign, that may arise from the making, using or selling of any part or product or the use of any process by Purchaser; and (e) inaccuracies in information disclosed to Tayco from Purchaser. Tayco agrees to indemnify and hold harmless the Purchaser from and against all direct, punitive, indirect, incidental, special exemplary or aggravated damages (including without limitation, Purchaser's reasonable attorneys and other professional fees and costs of litigation), directly or indirectly, arising out or resulting from any suits, proceedings, claims, demands, investigations or actions of any nature or kind whatsoever (including those for personal injury or death) asserted by other persons against Tayco as a result of any infringement or misappropriation of any intellectual property right, domestic or foreign, arising from Purchaser's use of the Product as determined by a court of competent jurisdiction in a final non-appealable decision. Tayco's indemnity shall not apply if the Product was developed by a person or entity other than Tayco, it is modified in any way by Purchaser or any other party or it is used in a manner other than that intended by Tayco. If a claim against Tayco results in any injunction or any other order that would prevent Tayco from supplying Product or if the result of such a claim would, in the reasonable opinion of Tayco, otherwise cause Tayco to be unable to supply such Product, Tayco shall have the right, at its option, if it so chooses, to: (a) secure an appropriate license to permit Tayco to continue supplying such Product to Purchaser; (b) modify the such Product so that it becomes non-infringing, provided that any modification does not cause any material change to the operation or performance of Product; and/or (c) replace the Product with a non-infringing but practically equivalent product. If any claim is made by a party on the basis of which indemnification may be sought under this section, the party entitled to indemnification shall give notice of such claim to the party liable for such indemnification promptly after the indemnified party has received notice of such claim. The indemnifying party shall have the right to defend and/or settle such claim at its expense, provided that it does so diligently and in good faith. The indemnified party shall cooperate with such defense and/or settlement and shall have the right to participate in (but not to control) such defense and/or settlement at its expense. No settlement shall be entered into unless the indemnified party shall be released from all liability for such claims.

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, THE PROVISIONS OF THIS ARTICLE CONSTITUTE PURCHASER'S SOLE REMEDY UNDER THIS AGREEMENT WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS ARTICLE, TAYCO MAKES NO REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND WITH RESPECT TO ANY SUCH CLAIM, AND TAYCO DISCLAIMS ANY AND ALL IMPLIED WARRANTIES RELATING THERETO, INCLUDING BUT NOT LIMITED TO NON-INFRINGEMENT OF ANY RIGHTS OF THIRD PARTIES.



# TERMS AND CONDITIONS

---

## **FIT-FOR-USE**

The purchaser is solely responsible for determining whether the Product is fit for its intended purpose and if it is suitable for Purchaser's method of application.

Accordingly, Tayco is not responsible for the results or consequences of use, misuse, or application of its Product by any person or entity.

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, THE PROVISIONS OF THIS SECTION CONSTITUTE PURCHASER'S SOLE REMEDY UNDER THIS AGREEMENT WITH RESPECT TO ANY DEFECTIVE PRODUCT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS SECTION, TAYCO MAKES NO REPRESENTATION, WARRANTY, OR CONDITION OF ANY KIND BY STATUTE, USAGE, CUSTOM OF THE TRADE OR OTHERWISE WITH RESPECT TO ANY PRODUCT, AND TAYCO DISCLAIMS ANY AND ALL IMPLIED WARRANTIES RELATING THERETO, INCLUDING, BUT NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY INTENDED OR PARTICULAR PURPOSE. BRC SHALL NOT BE LIABLE, AND PURCHASER WAIVES ALL CLAIMS AGAINST TAYCO, FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR COMMERCIAL LOSSES, WHETHER OR NOT BASED UPON TAYCO'S NEGLIGENCE OR BREACH OF WARRANTY OR STRICT LIABILITY IN TORT OR ANY OTHER CAUSE OF ACTION, EVEN IF TAYCO MAY HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF.

TAYCO WILL NOT BE LIABLE TO PURCHASER FOR ANY LOSS, DAMAGE, OR INJURY TO PERSONS OR PROPERTY RESULTING FROM THE HANDLING, STORAGE, TRANSPORTATION, RESALE, OR USE OF ITS PRODUCTS WHATSOEVER. IN NO EVENT WILL TAYCO'S LIABILITY UNDER OR IN CONNECTION WITH THE SALE OF PRODUCT BY TAYCO EXCEED THE LESSER OF THE PURCHASE PRICE OR THE UNDEPRECIATED VALUE OF THE SPECIFIC PRODUCT AS TO WHICH THE CLAIM IS MADE.

The rights and obligations of the Purchaser under this section shall survive the expiration of the term or termination of this Agreement for the duration of the applicable warranty period.