Prices and Specifications
Prices and specifications are subject to change without notice. All prices quoted will be FOB our factories. If applicable, sales tax will be based on ship-to destination.

Bernhardt Design reserves the right to make changes in dimensions, design and/or construction, price lists, or product literature without prior notice.

All measurements and weights are approximate and subject to change without notice.

Order Entry
All orders are subject to final acceptance by Bernhardt Design in Lenoir, NC. Receipt of our acknowledgment indicates acceptance of your order subject to the terms set forth on the acknowledgment.

Bernhardt Design attempts to clarify all purchase orders. However, in the event the price list number and description on the purchase order differ, the price list number will prevail.

Changes / Cancellation
All orders in production are considered firm orders and are not subject to changes or cancellation.

Shipping
Bernhardt Design will ship in accordance with customer instructions whenever possible. For convenience, Bernhardt Design offers a guaranteed freight program (GFP). Bernhardt Design will exercise our best judgment in selecting a carrier under our GFP. When selecting a carrier, Bernhardt Design will make our best effort to meet requested delivery dates.

Transportation lead-times and delays including equipment problems, weather, general traffic, traffic accidents, customer warehouse space, labor disputes, customer changes, etc., that occur on a carrier will not be the responsibility of Bernhardt Design. Furthermore, Bernhardt Design will not be responsible for additional costs incurred due to aforementioned delays.

For customers who decline our GFP, Bernhardt Design will stage orders for pick up at 1% of the list price, or $75 minimum.

Customer orders in production will be shipped as scheduled and will not be held. Bernhardt Design reserves the right to make partial shipments on any order, unless notified otherwise by the customer.

High quality cartoning meeting trucking and railroad specifications is standard at no extra charge. Some items may be blanket wrapped for shipment.

Freight Damage and Claims
Bernhardt Design is not liable for any damages to products that occur during transit or storage. The carrier assumes all responsibility upon acceptance of product. It is the customer's responsibility to inspect products upon receipt and file any claims with the carrier. No product should be refused.

If products are received damaged, a written exception should be made on the bill of lading and an immediate inspection be requested of the carrier.

Concealed damage must be reported to the carrier within 10 business days from date of delivery. Failure to make claims shall constitute acceptance of the products and waiver any claims of defects, errors or shortages.

In the event delivery is made on a Bernhardt Design truck, the products should be carefully inspected for transit damage. If contents are damaged, the driver should be notified to call his dispatcher for immediate disposition.

Concealed damage must be reported within 10 business days from date of delivery and product/packaging held for inspection by a Bernhardt Design representative. Replacements for product damaged in shipment or storage will be manufactured upon receipt of a purchase order.

Returns
No merchandise may be returned to Bernhardt Design without written consent in the form of a Return Authorization from our Quality Assurance Department, stating why the item is being returned and how the item will be shipped.

Unauthorized returns will be automatically refused by our receiving department as well as returns not in accordance with Bernhardt Design shipping instructions. Liability for defective merchandise shall be limited to the replacement or repair of that merchandise, and Bernhardt Design shall not be liable for other damages or losses.

Terms and Credit
Pricing and terms of sale apply to orders accepted by Bernhardt Design, and no terms, stipulations, or conditions contained in the dealer's submitted purchase orders shall have any force or effect. Bernhardt Design requires a completed and signed credit application from every dealer. Bernhardt Design also requires dealers to provide a Blanket Certificate of Resale/Use containing valid sales tax exemption number(s) for their respective state(s).

If credit has been approved, the standard terms for all Bernhardt Design products are Net 30 from the invoice date. In certain instances, as an additional condition of order acceptance, buyer may be required to provide a deposit at time of order and/or remit the balance before shipment is released. If credit has not been approved, a 100% prepayment, including any freight charges, is required prior to production. Acceptable forms of payment include a certified check or electronic bank transfer. For information on where to send check/electronic bank information contact our Financial Services Department. If a dealer or company check is submitted, three (3) weeks should be allowed for the clearance of the check. If electronic bank transfer is submitted, one (1) week should be allowed for the clearance of the electronic bank transfer. The order is subject to cancellation if payment in full is not received within three (3) weeks from the acknowledgment date.

The dealer may not make deductions for advertising, promotions, quality problems, freight, or any other reason without prior authorization by Bernhardt Design. Such a deduction could result in the curtailment or suspension of further shipments until the matter is resolved. Delinquency notices are generated and mailed periodically. Service charges of 18% per annum will be added to each past-due transaction. Unpaid service charges will be accrued and invoiced on a periodic basis. Past-due notices may result in orders being held until the situation is resolved. This credit hold could prevent orders from being placed into production or shipped. Orders not in production that are placed on credit hold for three (3) weeks will be subject to cancellation.

Severe past-due situations may result in the employment of a collection agency or other collection litigation. If any collection activity is necessary regarding a dealer account, the dealer will be responsible for the payment of any and all attorney and collection agency fees.

A slow payment history may result in reducing or eliminating an open line of credit. At the discretion of Bernhardt Design, amounts owed by a dealer to Bernhardt Design arising from any transaction or dealings between the dealer and Bernhardt Design may be offset against any amounts owed to the dealer by Bernhardt Design.

Warranty - Bernhardt Design
Bernhardt Design will repair or replace, at its discretion, to the original purchaser, any seating product or part thereof which fails as the result of defects in material and workmanship, under single shift use and normal care, for five years from date of shipment, with the exception of guest and stacking chairs which will be warranted for three years.

This warranty does not cover misuse or abuse of product, damages caused by contact with tables, desks or other surfaces, or normal wear associated with use of product. Repair or replacement of discontinued product will be at the discretion of Bernhardt Design.

Natural color changes, variations or movements in lumber or veneer products, exposure to extreme temperature changes and direct sunlight may cause color changes and/or surface damage. These are circumstances beyond the control of Bernhardt Design and are not warranty issues. Repair or replacement of discontinued product will be at the discretion of Bernhardt Design.

Certain chair styles with exposed wood require construction methods that accent color variations in light and natural stains. These variations are not considered product defects and are not warranty issues.

Damages to stacking chairs caused by stacking/unstacking methods are not controllable by Bernhardt Design and are not considered warranty issues.

This warranty is the customer's exclusive remedy for product defect and does not apply to damage caused by a carrier, dealer, installer, user modification, attachments to a product, or any third party.

Bernhardt Design has the exclusive right to make the final determination of product misuse or abuse.

This warranty excludes fabrics, leathers and any other textiles for wearing quality, color fastness, shrinkage, wrinkling, stretching, or dye lot match.

Except as stated above, Bernhardt Design makes no express or implied warranties as to any product, and in particular, makes no warranty of merchantability or of fitness for any particular purpose.

Bernhardt Design shall not be liable for any consequential or incidental damages or for commercial loss arising from any product defect.

Parts Order
Bernhardt Design parts have a $25 net minimum per order. This does not include freight costs.

Custom Design
Bernhardt Design may alter some of its products to meet specific needs. Contact your Bernhardt Design sales representative when a custom design is needed. Custom designs, **if approved**, require minimum quantities, additional leadtime and upcharges.

A custom job number, available from your Bernhardt Design sales representative, must be submitted with purchase orders. Orders combining custom design with standard product cannot be scheduled for production until custom items are approved.

Custom design orders are not subject to revision or cancellation after acknowledgment.

Customer's Own Material (COM) - Customer's Own Leather (COL)
Due to aesthetic reasons or application restraints, Bernhardt Design must preapprove COM/COL fabrics for application on certain Bernhardt Design products. Reference the individual product details for frames requiring preapproval.

Certain fabric types require COM approval for use on any frame. The fabric types include, but are not limited to, thin fabrics without backing such as nylon or linen, parachute cloth, woven grass cloth or transparent materials, and heavier fabrics such as "rug" weight and thick mohair.

Fabrics with more than 40% silk content will not be accepted.

Preapproval Procedures

Please submit a 12" X 12" sample for testing prior to the actual shipment of COM/COL to Bernhardt Design.

Exception: Certain Neighborhood frames require additional yardage for testing. See product for details.

Shipping Address For Samples:
Bernhardt Design
1839 Morganton Blvd. SW
Lenoir, NC 28645
Attn: Customer Service

Along with the COM/COL sample the following information must be included for the preapproval:
Product number
Quantity of products
Contact information

Bernhardt Design reserves the right to reject any covering which in our opinion is unsuitable for upholstery purposes.

However, Bernhardt Design shall in no instance be held responsible for tailoring variances that result from the application of a particular textile or leather to a specific frame.

COM Yardage Specifications

All yardage requirements shown in the price list are based on 54" plain material. Fabrics with a vertical repeat that must be matched, or that are less than 54" wide, require more yardage.

The chart below should be used for determining additional COM yardage requirements.

Fabric Yardage Vertical Repeat

Fabric Width	Plain Fabric	2"-10" Repeat	11"-20" Repeat	21"-25" Repeat	26"-30" Repeat
54"	0%	15%	25%	30%	35%
51-53"	15%	25%	35%	40%	45%
48-50"	30%	40%	50%	55%	60%
45-47"	45%	55%	65%	70%	75%
36-44"	60%	70%	80%	85%	90%

Please add the indicated percentage to the yardage shown beside the style number in the price list. This guide will accurately cover most COM orders, but there will be instances due to unusual repeats or designs that additional yardages may be required.

When specifying a COM fabric that is more than 54” wide and includes a vertical and horizontal repeat, contact the Bernhardt Design office for additional yardage requirements. Bernhardt Design will not be held responsible for the purchase of any additional COM that may be required.

When specifying more than one textile on seating items, such as contrasting fabrics, welts, and contrasting welts, additional yardage may be required due to fabric yield.

When ordering multi-item modular configurations, the total COM/COL yardage must be provided from the same dye lot in a continuous roll(s).

All COM’s will be cut and applied at the discretion of Bernhardt Design unless special cutting instructions are included in writing with the purchase order. Fabric patterns must be identified as horizontal or vertical application.

Bernhardt Design will not be held responsible for defective fabrics, as all COM’s are accepted as first quality goods.

COL Specifications

Leather (COL) requirements are shown in square feet and calculated for hides that are 40 square feet or above. For hides below 40 square feet add 15% to the footage requirements. For calf hides below 30 square feet add 30% to the footage requirements. Bernhardt Design will not be held responsible for receipt of defective leathers, as all COL’s are accepted as first quality goods.

COM/COL Tagging

All COM/COL must be properly tagged on the receiving documents in order for Bernhardt Design to match your fabric with your order.

Bernhardt Design will not be responsible for any delays caused by fabric not correctly marked.

COM/COL Tagging Information

Dealer: _____

Tagged for: _____

Product No.: _____

P.O. No.: _____

Ack. No.: _____

COM/COL Shipping Address:

Bernhardt Design
Plant # 7T Door #10
1402 Morganton Blvd. SW
Lenoir, NC 28645

COM/COL Disclaimer

Bernhardt Design is not responsible for any unclaimed COM/COL 30 days after shipment of Bernhardt Design acknowledgment. It is the responsibility of the dealer to request the return of excess COM/COL on the initial purchase order.

Contrasting Fabric and Welt Upcharges

Bernhardt Design must approve contrasting fabric and welt applications. If approved, the following upcharges apply:

Single chairs and seats:	$75.00 Net each
Two or more connected seats:	$125.00 Net each

Exceptions: Reference individual product skus for exceptions to contrasting fabric/welt upcharges.

Flammability

It is the responsibility of the dealer to advise Bernhardt Design of local fire code requirements for final shipping destinations at the time of order placement.

Bernhardt Design certifies that all upholstered products in our current Seating Price List comply with California Technical Bulletin 117-2013, as manufactured, when upholstered in Bernhardt Textiles.

All upholstered products in our current Seating Price List comply with California Technical Bulletin 117-2013, as manufactured, when upholstered in customer’s own material which complies with California Technical Bulletin 117-2013.

Substitutions of customer’s own material for Bernhardt Textiles are accepted at customer’s risk. Contact your Bernhardt Design sales representative for other flammability requirements and upcharges.

Bernhardt Design will not be responsible for any changes in color or appearance of fabrics with special treatments, nor for replacement of goods damaged during treatment process.

Seating Materials

Bernhardt Design guest seating is constructed of kiln dried solid maple parts except as noted in the price list. These solid maple parts are double doweled, utilizing corner blocks and lag bolts on the seat frame. The seat consists of high resilience urethane foam over woven webbing.

Stretchers, which enhance product durability in high use public areas, are available on selected Bernhardt Design exposed wood seating products.

Contact your Bernhardt Design sales representative for information regarding applicable upcharges for the addition of stretchers to chairs that are intended to be used in areas such as restaurants, cafeterias, training centers, hotel/motels, and other applications where chairs would be subject to above normal movement and use.

Bernhardt Design lounge seating is constructed from kiln dried lumber using double and triple dowel methods. High resilience urethane foam is used in conjunction with polyester fiber filling. Exposed wood components consist of maple, walnut, or parawood solids.

Bernhardt Design offers high and low back swivel chairs with pneumatic gas lifts and tilt controls and five star aluminum bases.

Wood Finishes
Bernhardt Design seating is available in finishes that are compatible with credenza and table finishes. However, finishes on tables may vary slightly from those on seating due to the natural characteristics of the wood. No absolute match is implied or guaranteed.

Light Finishes
Bernhardt Design offers lighter finishes on certain veneers and solid woods. When specifying light finishes the natural characteristics of the wood will be visible and color will vary.

Natural characteristics include the natural discolorations of the wood substance and color variations in glued up stock. These natural characteristics are not considered defects by Bernhardt Design, and therefore merchandise will not be replaced.

Standard Finishes
Finishes must be specified on all orders. The following finishes are available:

Maple

805	845	870
823	860	871
836	861	872
837	865	
839	866	

Oak/Ash

805	839	861	870
836	845	865	871
837	860	866	872

Oak/Ash Select Finishes

M71	M74	M76
M73	M75	M77

Walnut

823	861	872
839	866	LV8*
860	870	

Exceptions. *Reference individual product skus for applicable finishes.

Special Finishes
Special finishes, made to customer specifications and subject to factory approval, may be available at a **10% net upcharge with a $500 net minimum.**

Contact your Bernhardt Design sales representative when a special finish is desired. When ordering a special finish, additional lead times may be required. Special finishes cannot be cancelled after acknowledged by Bernhardt Design.

Care and Cleaning - Bernhardt Design
Finished wood surfaces should be cleaned with a soft damp cloth, wiping in the direction of the grain. Dry with a soft cloth, wiping in the grain direction. Do not use waxes or furniture polish as these will cause an unsightly film build-up.

Design and Patent Rights
All of the products shown in Bernhardt Design catalogs and described in Bernhardt Design price lists are, and remain, the property of Bernhardt Design, with the sole right reserved to manufacture and to distribute.

Some of the product designs shown are patented in the United States and will remain the property of Bernhardt Design. Any reproduction of the products constitutes an infringement of patented copyright laws and will be subject to prosecution.

Environmental
Some seating products are LEVEL® for ANSI/BIFMA e3-2019 – Furniture Sustainability Standard and SCS Indoor Advantage™ Gold certified. Visit the product page at bernhardtdesign.com for certifications.

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Bernhardt Furniture Company of Lenoir, NC.