

**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, 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/package 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 item is being returned and how 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, any product or part thereof which fails as the result of defects in material and workmanship, under single shift use and normal care for five (5) years from date of shipment, with the exception of the Ice occasional tables which will be warranted for one (1) year. This warranty shall apply only to the original purchaser.

This warranty does not cover normal wear and tear, misuse or abuse of product, dramatic temperature changes, exposure to unusual conditions, scratches or breaks in glass surfaces after installation, or damages incurred by contact with seating products, tables, desks or other surfaces. 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.

This warranty is the customer's exclusive remedy for product defect and does not apply to damage caused by a freight 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. 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.

#### **Warranty - PLANK**

Plank 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 three years from date of shipment for indoor products and two years for outdoor products.

#### **Operational Parts Warranty**

Drawer glides, drawer boxes, drawer pulls, and lock mechanisms have a Life-Time Warranty for original purchaser. Power and communication components are warranted for one (1) year.

#### **Parts Order**

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

#### **Custom Design**

Bernhardt Design may alter products to meet specific needs. Contact your local 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.

#### **Wood Finishes**

Bernhardt Design tables are available in finishes that are compatible with credenzas and seating 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.

#### **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**.

Additional leadtime may be required for special finish items. Special finish orders will not be acknowledged until the special finish sample is approved in writing and received by Bernhardt Design Customer Service. Special finish orders are not subject to revision or cancellation after acknowledgment.

#### **Installation and Maintenance**

All freestanding tables and credenzas are equipped with leveling devices. Local floor conditions vary, and it is always necessary to properly adjust leveling devices. Proper leveling is essential to the alignment and function of doors and drawers. Improperly leveled units result in misaligned doors and drawers and may impair locking mechanisms or other functional hardware.

After the initial installation of credenzas, it may be necessary to readjust and align the units to compensate for settling. This should be expected as a matter of routine maintenance and follow-up to assure proper case function.

Proper installation of Bernhardt Design tables and credenzas is the responsibility of the dealer. Improperly installed units can result in permanent damage to case components. Damage due to improperly installed furniture not covered under product warranty.

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.

#### **Care and Cleaning - Bernhardt Design**

Finished wood surfaces should be cleaned with a soft damp cloth, wiping in the direction of the grain. Furniture should be buffed dry immediately with a soft cloth.

#### **Care and Cleaning - PLANK**

Indoor products should be regularly cleaned and dried. 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.

It is recommended that outdoor furniture be cleaned, particularly when dark liquid or substances are spilled. Liquids or other spilled materials must be removed immediately with a soft cloth or damp sponge. To remove any residue, a little lukewarm water can be used with a small amount of fabric softener. Do not use solvents containing alcohol or abrasive cleaners (scouring sponges). The substances can permanently change the appearance of any material.

Direct sunlight as well as direct heat sources (i.e. radiators, flames) on a lasting basis will strain materials and change their original color. Also, regularly drying outdoor furniture helps maintain original product quality and appearance.

#### **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 tables are LEVEL® for ANSI/BIFMA e3-2019 – Furniture Sustainability Standard and SCS Indoor Advantage™ Gold certified. Visit the product page at [bernhardtdesign.com](http://bernhardtdesign.com) for certifications.