

# flexxform

## GENERAL INFORMATION

### Ordering Procedures

Please mail or e-mail all purchase orders to:

Flexxform Designs Inc.  
PO Box 147  
211 2nd Avenue North, Stonewall, Manitoba  
Canada R0C 2Z0  
Phone: 844-541-0081  
e-mail: info@flexxform.co

All prices shown in this price book are list prices and are subject to change without notice.

All orders will be acknowledged via email. Customer must check order acknowledgment for accuracy and notify Flexxform of any discrepancies within 24 hours, otherwise acknowledgment constitutes a final agreement between Flexxform Designs Inc. and the customer.

Distribution of this price list does not in itself constitute an offer to sell. Orders may only be placed by authorized Flexxform dealers only.

### Payment Terms:

Payment terms are net 30 days. Pricing does not include state or provincial taxes. Payment by credit card will be considered on a per order basis. If invoice is not paid in full within 30 days, a late payment charge of 1% per month (12% per annum) will be applied on overdue invoices.

### Order Cancellations:

After an order has been acknowledged and placed into production, cancellations cannot be accepted without the consent of Flexxform Designs Inc. In the case of an order cancellation, customer may be invoiced a cancellation fee of no less than 20% of the value of the customers Purchase Order. Additional "work in progress" fees may be invoiced as well. Cancellations must be made in writing to the factory.

### Returns:

Product will be accepted for return only with an authorized written agreement. Product approved for return must be returned properly packaged in the original factory cartons. Return transportation charges must be prepaid by customer. In the case of returned goods customers will be invoiced a restocking fee equal to 20% of the value of the customers Purchase Order.

### Shipping/Freight:

Refer to page 6 for Flexxform freight policy.

All Flexxform Designs Inc. furniture products are carefully inspected and cartoned by trained personnel before they leave the factory. If freight appears damaged on receipt, please do not refuse the shipment. Please note that the delivering carrier will not accept responsibility for shortages or damages if these are not noted on the bill of lading. Claims for concealed damages must be made to Flexxform Designs Inc. head office within 10 days of delivery. Flexxform will not be liable for concealed damages after 10 business days if cartons are not opened within that time.

### Storage Charges:

Flexxform Designs Inc. reserves the right to apply a storage fee if customer does not accept shipment within 5 business days from the acknowledged ship date.

### Customer's Own Material

Customer supplied materials must be shipped prepaid to Flexxform Designs Inc. and must be accompanied by a NAFTA certificate of origin and a commercial invoice as required by Canada Customs. Commercial invoice must clearly indicate the description of the fabric, including the makeup or content, the selling price, and the country of origin.

COM materials must be received at least two weeks prior to the acknowledged ship date in order to avoid any delays.

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COM material must be clearly identified with the following information:

- Fabric name and color
- Customer name
- Purchase order number

Flexxform Designs Inc. reserves the right to refuse to use any COM materials that we feel will compromise the integrity of our products.

All COM's are cut "up the roll" unless otherwise specified by the customer. Flexxform will not be responsible for incorrect application of COM materials, unless we have been provided with application instructions by the customer.

### **Fabric Repeats:**

Unless otherwise stated, fabric rolls are assumed to be a minimum of 54" wide. The following chart is used to calculate the extra yardage required for fabrics with a repeat.

Repeat	Up the Roll	Across the Roll
1 - 5"	15%	10%
6 - 9"	25%	15%
10 - 13"	30%	20%
14 - 20"	35%	25%
21 - 27"	40%	30%
Over 28"	45%	40%

### **Fabric Grades:**

Refer to the fabric listings on pages 7 - 19 to determine fabric grades for all vinyls from Flexxform's preferred partners. Flexxform Designs Inc. will also grade-in fabrics from most other suppliers, upon request.

Different fabrics may be specified on the seat and on the back. In this case, use the higher grade of the two. No additional upcharge applies.

### **Limited Lifetime Warranty**

Flexxform Designs Inc. is pleased to warrant

products it manufactures against defects in materials and workmanship for the life of the product to the original purchaser beginning from the date of shipment of the product. This warranty shall not apply to any products that have been subjected to misuse, abuse, negligence, accidental damage, damage in transportation or improper maintenance. In addition, this warranty shall not apply to any product whose original construction has been altered by someone other than Flexxform Designs Inc.

Flexxform Designs Inc. hereby disclaims all implied warranties including the implied warranty of merchantability or fitness for any particular purpose. At its discretion, Flexxform Designs Inc. will repair or replace defective parts that meet the terms and conditions of this warranty at no charge to the original purchaser: Return freight charges incurred under warranty claims will be paid by Flexxform Designs Inc. provided that the customer received written authorization and shipping instructions from Flexxform Designs Inc. to proceed with the return.

Flexxform Designs Inc. bears no responsibility for defects of any kind in upholstery materials such as shrinkage, stretching, wrinkling, color fastness or any other defect occurring as a result of normal "wear and tear" of textiles. Upholstery materials applied to products manufactured by Flexxform Designs Inc. are subject to the specific warranties, if any, of their manufactures.

Components, such as, casters and glides will receive the express written warranty provided by the supplier of each item used in the Flexxform manufacturing process.

All seating foam is warranted for a period of five (5) years from date of purchase.

Flexxform Designs Inc. is not responsible for variations in wood finishes that are a result of natural wood color variation.