

The following Terms and Conditions apply to all brands associated with Workrite Ergonomics, llc and/or Workrite Ergonomics Canada, Inc.

LEAD TIMES

We make every effort to deliver our products within the standard lead times outlined below. On occasion, lead times may be extended due to heavier than normal order activity.

Sit-Stand Products (frames, bases, worksurfaces & desktop products):

- Height Adjustable Bases in standard colors: 5 business days for quantities of 10 or less.
- Standard laminated Worksurfaces with WilsonArt laminates and edge band colors featured in the ISE catalog, control switches, and all replacement parts in the current ISE or Workrite catalog: 10 business days for quantity of 10 or less. Lead times for other colors and quantities based on inventory availability.
- Solace Sit-Stand Units: 2 business days for quantities of 25 or less; for quantities over 25 units, dependant on inventory availability.
- Special order Worksurface shapes, sizes and laminates (included in the WilsonArt standard offering): 20 business days from receipt of order for quantity of 10 worksurfaces or less. All other special order laminates are subject to availability. Minimum order quantities and extended lead times may apply.
- Special order frame or base colors: Minimum order quantity of 72 legs/36 2-leg frames or bases required per order. Minimum 16 week lead time from date order is received with complete and accurate information.

Line of Sight

- 4-6 weeks from receipt of "clean" order including LOS check list for all products featured in the catalog. Custom/special order products, including any change of size, shape or features to catalog products are subject to minimum order quantities and extended lead times.

Tranquility Panels & Mobile Pedestal Pads:

- PET collection: 20 business days for quantity of 30 panels or less.
- Wool collection: 30 business days for quantity of 30 panels or less.
- Lead time for other quantities will be quoted at time the order is placed.

Accessories:

- Footresters, Laptop Holders, CPU Holders, Casters, Joining Kits, Wire Management, Metal Mobile Pedestals and all other accessory or replacement parts in the current catalog: 3 business days for quantity of 25 or less.
- Privacy Panels (other than Tranquility series), Modesty Screens, Power/Data Supplies, Laminated Mobile Pedestals featured in catalog: 10 business days for quantity of 10 or less.

Task Lights:

- Astra 3, Astra 3 Desk Base, and Fundamentals 2 as well as all replacement parts in catalog: 3 business days for quantity of 25 or less.
- All others styles: Lead time based on inventory availability.

Monitor Arms:

- Monitor arms and all replacement parts in catalog: 3 business days for quantity of 25 or less.

Adjustable Keyboards:

- All products: 3 business days for quantity of 25 or less.
- Workrite reserves the right to ship early. No changes to orders within 24 hours of the ship date are allowed.

FREIGHT TERMS

Shipments within the Continental USA and Canada

Shipments may originate from either our Toronto or California facility depending on availability of stock and ship to destination for the order. Shipments within the contiguous USA will be either F.O.B. Buffalo, NY or F.O.B. Petaluma, CA. Shipments to or within Canada will be F.O.B. Toronto, Ontario or F.O.B. Petaluma, CA. Shipments to Canada from our California facility will be Carrier Paid to Destination and subject to GST.

Total List Price Shipping Charge

The following shipping charges will apply based on type of products ordered and total list price of the order.

The order must ship to one location using Workrite's preferred carrier. Workrite reserves the right to pass on charges for other than normal dock to dock delivery including, but not limited to residential delivery, lift gate service, inside delivery, and congestion fees unless alternative arrangements have been agreed to in writing with Workrite prior to the shipment.

RECOMMENDED FREIGHT RATES	<\$1700	\$1701 – \$3500	\$3501 – \$5000	\$5001 – \$8000	\$8001 – \$10000	\$10001 – \$20000	> \$20000
HEIGHT ADJUSTABLE BASE SETS							
LAMINATED WORKSURFACES & MODESTY PANELS	\$50	\$75	\$125	\$150	No charge	No charge	No charge
SOLACE SIT-STAND PRODUCTS							
TRANQUILITY							
ACCESSORIES*	\$15	No charge	No charge	No charge	No charge	No charge	No charge
LOCK BOXES	\$100	\$150	\$250	\$350	\$450	No charge	No charge
LINE OF SIGHT	\$250	\$250	\$250	\$350	\$450	\$500	\$500

*** Shipments for Accessories**

Accessories are defined as Adjustable Keyboard Platforms, Task Lights, Monitor Arm Supports or Workcenter Parts and Accessories. Orders must be shipped regular ground, dock to dock shipping using Workrite's preferred carrier. Additional charges incurred from carrier due to remote location or other special circumstances surrounding the delivery may be passed on to the customer.

Shipments for Sit-Stand Products, Lock Boxes & Line of Sight (LOS) Products

Workrite will pay regular ground shipping charges for all Height Adjustable Workcenters (bases, frame sets, feet and control switches) or desk top sit-stand products with list prices totaling more than \$8,000, and Lock Box orders totaling more than \$10,000 at list before applicable taxes and fees.

Shipments of Laminated Worksurfaces & Laminated Modesty Panels

Orders for laminated worksurfaces and modesty panels may ship from a third party location and arrive on a different date than the balance of the order. Worksurfaces and modesty panels will be shipped regular ground dock to dock delivery using Workrite's preferred carrier. All shipping charges for laminated worksurfaces and modesty panels will be billed to the customer based on volumes defined below:

Shipments for Tranquility Privacy Panels

Orders for Tranquility Privacy Panels may ship from a third party location and arrive on a different date than the balance of the order. Panels will be shipped regular ground dock to dock delivery using Workrite's preferred carrier. All shipping charges for panels will be billed to the customer based on volumes defined in the chart above.

Shipments to Hawaii, Alaska, Puerto Rico, Mexico and Foreign Countries outside of North America

Shipments to Hawaii, Alaska, Puerto Rico, Mexico and foreign countries outside of North America will be handled on a case by case basis. Please contact the Customer Service department at Workrite or Workrite Canada for more information and a quote.

TERMS & CONDITIONS

SECTION 7.0

Will Call

For the convenience of our local customers Workrite offers will call pickup at our Petaluma, CA facility and our Toronto, Ontario facility for products warehoused or manufactured in those facilities. With the exception of regular company holidays, our will call docks are open for customer pickups as follows:

- California will call dock: Monday through Friday from 7 am–4 pm pst.
- Toronto will call dock: Monday through Friday from 8:30 am–4 pm est.

Please specify this method of shipment upon placement of order. Will call may not be used for 3rd party carrier pick ups. We will hold your will call order for up to 5 days beyond the requested pick up date, after which time the order may be returned to inventory and subject to a restocking fee.

Charges for Third Party Freight Requests

Customers may request the use of a third party shipping company at their own expense. Workrite will make all arrangements for shipping on behalf of the customer and will need the following information to ensure accurate delivery of the order:

- Freight method requested (ground, overnight, guaranteed delivery, etc.) Workrite will default to ground unless other method is specified.
- Carrier name and phone number.
- Customer's account (for small packages to ship UPS, Fed-ex, etc.)
- 3rd Party billing address.

Charges for Expedited Freight Requests

Customers are responsible for all expedited delivery or freight charges when requesting expedited delivery. Unless other arrangements are made in writing in advance of the order shipping, Workrite will pre-pay freight charges and the total expedited shipping fee will be added to the customer's final invoice for the order.

Delivery Date Guarantee Charge

Delivery date and time are at the discretion of the carrier within reasonable transit time unless special arrangements have been agreed to in writing between customer and Workrite prior to shipment. There is an additional charge for guaranteed delivery on a specific day. A significant additional charge is added for delivery guaranteed within a specific time window on a specific day. These charges will be quoted at customer request.

Redelivery and Re-consignment of Freight

The customer will be charged for redelivery or re-consignment of all orders (regardless of shipping terms agreed to), if redelivery or re-consignment was caused by a customer change after the goods have left Workrite's factory/dock.

Choice of Carrier

Workrite will use reasonable commercial judgment for choice of carrier, without assuming responsibility for delays, damage or loss.

Shipment Damage Claims

All shipments must be carefully inspected by customer before acceptance, and the customer must record any damage or shortage noted at time of delivery, and provide this information to Workrite immediately along with photos of any damage. Workrite will arrange inspection by the carrier. If customer believes it has uncovered further damage after delivery they must take photos of the damage and immediately request inspection by the delivering carrier. Damaged freight must be kept at point of delivery in original packaging for inspection by carrier for a minimum of 15 days. Customer is responsible for seeking appropriate recourse against the carrier, which shall be customer's sole recourse for goods damaged in transit.

Concealed Damage

Concealed damage and concealed shortage must be notified within 10 calendar days from delivery date at the specified location to identify concealed damage not visible at time of delivery. Customer must notify carrier and Workrite within such 10-day period, and must retain the original packaging and product. If requested by either carrier or Workrite, customer must ship product back at Workrite's expense. If Workrite determines that damage was due to Workrite's error, Workrite's sole obligation is to replace

product in timely fashion and ship to customer at Workrite's expense. If Workrite determines carrier is at fault, customer must seek recourse against carrier, which shall be customer's sole recourse. Customer waives right to place claim against Workrite if filed after 10 calendar days of receipt of shipment.

Shortage Claims

Customer has 15 calendar days after delivery at the specified location to file a claim against Workrite for product shortages or Workrite errors not obvious at the time of delivery. If Workrite determines a shortage or error was made by Workrite, Workrite's sole obligation is to fill the shortage or correct error and ship at Workrite's expense. Customer waives right to place claim against Workrite if filed after 15 calendar days of receipt of shipment.

Pricing/Order Entry Errors

Claims for pricing or order entry errors must be made no later than 20 days from receipt of invoice.

RETURN AUTHORIZATION POLICY

Authorization is required for the return of any merchandise to Workrite and can only be requested by the dealer of record for the original order. The dealer of record is defined as the person or business that placed the original order with Workrite and from whom payment for the order was received by Workrite. Dealers must contact Workrite or Workrite Canada Customer Service at the number or e-mail listed below and provide the following information:

- Workrite branded products: (800) 959-9675 or customerservice@workriteergo.com
- ISE branded products (800)-463-7731 or info@workriteergo.ca
- Your name, company name, phone number, e-mail address, quantity and description of product to be returned, Workrite's invoice number (or your PO number) and reason for returning the product.

A Customer Service Representative will take your request, furnish you with an RMA number, and provide instructions for the return of the product. A credit memo will be issued upon inspection and approval of the returned product. Upon receipt and inspection, Workrite will determine credit amount and notify you of any discrepancies. Please DO NOT make any financial adjustments to your account prior to Workrite issuing a credit memo for returned goods. We will credit or refund the value of the product total and any taxes you were charged, less applicable fees (excluding delivery charges). Refunds will be given in the same form of payment. Adjustments to credit cards should appear within two billing cycles.

Please allow a minimum of 30 days for us to receive and process your return. Requests for return authorization must be made within sixty (60) days of the invoice date.

Authorized returns are subject to a 20% restocking fee.

Returns are not allowed on any custom products or made to order products including the Tranquility Panel program, the 945 series Modesty Panels, or our laminated worksurface and modesty panel programs.

Once an RMA number is issued, returned product must be received at the designated Workrite facility within 30 days. Credit can only be given if the product is in new, re-saleable condition. Custom products and special configurations are non-returnable.

Unauthorized product returned on the RMA number will not be credited.

Claims for product damaged on the return shipment are the responsibility of the shipper. The customer is required to pay the return freight costs.

REPLACEMENT ORDERS

Any replacement orders will be charged to your account and a credit memo will be issued for returned products that have been approved.

ORDER CANCELLATION POLICY

Purchase orders may not be changed or cancelled, in whole or part, without prior written consent of Workrite Ergonomics. If an order is cancelled before production begins, Workrite will halt processing of the order at no charge. If the order is already in production, cancellation is subject to a cancellation fee of 10% of the net invoice or for reasonable cancellation charges as established by Workrite. Special Products (customs) cannot be cancelled once in production and are non-refundable.

PAYMENT TERMS

Terms of payment will be established based on the credit rating and credit information provided by and for specific customers. Orders are invoiced at time of shipment. Standard payment terms are net 30 days. A 10% deposit may be required for orders totaling \$100,000 or more.

CREDIT CARD PAYMENTS

A 3% convenience fee may be added to all orders paid for by credit card.

MINIMUM ADVERTISED PRICE (MAP)

Workrite's MAP policy is designed to protect our authorized dealer partners and prohibits authorized dealers from advertising prices below 50% off of our current catalog list price. Any dealer whose advertising includes pricing that fails to display a price equal to or greater than the MAP price, or contains a price lower than the MAP, will have 2 business days from receipt of written notice of violation to bring their advertising into compliance. Failure to comply within the allotted time could result in an interruption of shipments for a period of up to 30 days. A second violation may result in a 60 day suspension and repeat violations will result in termination of the reseller agreement for a period of 1 year. To download a copy of our complete MAP, please visit our website workriteergonomics.com.

WARRANTY

Workrite warrants to the original purchaser that the products it manufactures are free from defects in design, material and workmanship. Subject to the limitations below, Workrite warrants each product in this catalog to be free from defects in materials and workmanship for the life of the product in its original installation. With prompt **written notice**, Workrite will repair or replace, free of charge, any product, part or component which fails under normal use as a result of such defect.

- **Sierra HX Height Adjustable Workcenter components** *Limited Lifetime*
Electric components, motors, frames, brackets and feet.

All of the following exceptions to the limited lifetime warranty apply:

- **Fundamentals Electric Height Adjustable Workcenter components** *10 years*
Electric components, motors, frames, brackets and feet
- **Essentia Height Adjustable Workcenter components** *5 years*
Electric components, motors, frames, brackets and feet
- **Laminated worksurfaces and modesty panels** *5 years*
- **Sierra HXL Crank Height Adjustable Workcenter components** *5 years*
Including crank mechanisms
- **Cascade Height Adjustable Workcenter components** *5 years*
Including counter-balance mechanisms
- **Line of Sight electrical components and manual lifts** *5 years*
- **Line of Sight frames and metal desk parts** *5 years*
- **Monitor supports and mounts** *10 years*
- **Solace Clamp-on sit-stand products** *5 years*
- **Solace Desktop sit-stand products** *2 years*
- **LED and florescent lighting fixtures** *5 years*
- **Lighting transformers and fluorescent ballasts** *1 year*
- **Tranquility Wool & PET Felt panels and mounts** *5 years*
- **Tranquility Poly Panels** *2 years*
- **Fabrics, modesty panels, custom products and special order items** *2 years*
- **Mousing surfaces and Slide Guide** *1 year*

Requests for replacements under the terms of the applicable warranty **must be initiated by the original purchaser**. Original purchaser is defined as the person or business from whom payment for the product was received by Workrite. Workrite's obligation under this warranty is limited to **first repair, or second replace** any product or part that it determines to be defective **after inspection by its authorized representative, following receipt of written notice of the defect from purchaser within the warranty period**.

Workrite Ergonomics will offer products that are appropriate for use as intended until such application for the product is no longer appropriate for the marketplace. While the products may evolve through changes to fit, form or function due to technological and other advances, Workrite Ergonomics will supply products that provide similar use and equivalent functionality as an alternative to the original product.

This warranty shall apply to **the original purchaser only**, is non-transferable, and is not applicable outside the United States, Canada, Puerto Rico and Mexico. This warranty is based on normal installation and use of the product during an eight hour shift.

This warranty does not apply to:

- Labor charges
- Damage in shipment caused by a carrier
- Defects caused by improper installation
- Products subject to improper use and conditions
- Customer modifications to the product
- Normal wear and tear
- COM or third party materials applied to the products
- Fluorescent lamp tubes
- Any product that has been modified, altered, tampered with, or repaired by any person other than an authorized representative of Workrite.
- Damage incurred in the installation, repair, or replacement of any products are excluded

THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

IN NO EVENT SHALL WORKRITE BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED.

ANSI/BIFMA Ergonomic Requirements: © International Organization for Standardization (ISO). This material is reproduced from ISO9241-5:1998 with permission of the American National Standards Institute on behalf of ISO. No part of this material may be copied or reproduced in any form, electronic, retrieval system or otherwise made available on the Internet, a public network, by satellite or otherwise without the prior written consent of the American National Standards Institute (ANSI) 25 West 43rd St. New York, NY 10036. Copies of this standard may be purchased from ANSI, (212)-642-4900, <http://webstore.ansi.org>.

The following are federally registered trademarks of Workrite Ergonomics: Banana-Board® and Workrite Ergonomics®

The following are trademarks of Workrite Ergonomics:

920 CPU Holder™, Angle FootRester™, Ciglio 2™, Classic™, Gemini™, Height and Angle FootRester™, Lift-n-Lock™, Mouse-Forward™, Mouse-Over™, Mouse-Under™, Optimizer™, Pinnacle 2™, Revo™, Rite-In-Line™, Willow™, Workrite Sierra™, Workrite Sierra HX™, Workrite Sierra HXL™.

Microsoft® and Natural® are federally registered trademarks of Microsoft Corp. Knoll® Antenna® is a registered trade mark of Knoll, Inc. Wilsonart® is a registered trade mark of Wilsonart, LLC. GREENGUARD® is a registered trade mark and certification is part of UL Environment, a business unit of Underwriters Laboratories. All other trademarks are the property of their respective owners.