

# Warranties, Terms and Conditions

September 15, 2014

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## **BADGER STATE INDUSTRIES TEN YEAR Limited Warranty**

**Badger State Industries (BSI) warrants that its furniture products are free from defects in materials and workmanship for a period of 10 years, except as set forth below.** This Warranty begins with the date of manufacture by BSI for the original purchaser, and for delivery within the United States after September 15, 2014.

This warranty covers defects in materials and craftsmanship found during normal usage of the products during the warranty period. If a product is defective, and if written notice of the defect is given to BSI within the applicable warranty period, BSI, at its option, will either repair or replace the defective product with a comparable component or product or provide a refund of the purchase price. BSI reserves the right to determine the labor method used during repair or replacement of product.

The warranty does not apply to damage caused by carrier other than BSI, alterations to product not expressly authorized by BSI, nor to products considered to be of a consumable nature such as light bulbs, light ballasts and surge suppression products. If damage by a carrier other than BSI has occurred and BSI arranged for the transportation BSI will file freight claims.

Some natural variations occurring in wood, leather, or other natural materials are inherent to their character and are not considered defects. BSI warrants the matching of color, grain or texture to within commercially acceptable standards. A product will not be considered defective, and BSI will not be obligated to replace it, if the product was not installed or used for its stated purpose.

The BSI Warranty is based upon normal use within a commercial office setting of single shift, eight (8) hours per day, five (5) days per week and does not apply to normal wear and tear or failures due to abuse, misuse or accident. Standard seating is rated for individuals of 250 lbs. or less. Heavy duty products are available with commensurate warranties to accommodate 24X7 usage and additional weight limits.

Modifications to U.L. Listed products or failure to follow written installation or user guides voids product warranty.

Except as stated above, BSI makes no express or implied warranties as to any product and in particular makes no warranty of fitness for any particular use. At BSI's option, product repair, replacement, or refund of purchase price is the customers exclusive remedy for any and all product defects.

BSI will not be liable for consequential, economic, or incidental damages arising from any product defect.

# PRODUCT LINE WARRANTY

## Freestanding Desking

- ✓ Desks 10 Years
- ✓ Overheads 10 Years
- See Exclusions\*\*

## Case goods

- ✓ Case goods – Marathon 10 Years
- See Exclusions\*\*

## Files & Storage

- ✓ Files & Storage 10 Years
- See Exclusions\*\*

## Institutional Furniture

- ✓ Metal Furniture 10 Years
- See Exclusions\*\*

## Library Furniture

- ✓ Library Furniture 10 Years
- See Exclusions\*\*

## Panel Systems

- ✓ Systems Furniture 10 Years
- See Exclusions\*\*

## Seating

- ✓ Lounge Seating 10 years
- ✓ Guest Seating 10 Years
- ✓ Stack/Nesting (including tablet arms) 10 Years
- ✓ Task/Desk 10 Years
- ✓ Stools 10 Years
- ✓ Cylinders & Mechanisms (parts only, Labor 2 Years) 10 Years
- See Exclusions\*\*

## Tables (also see Desking)

- ✓ Conference 10 Years
- ✓ Flip-top 10 Years
- ✓ Height Adjustable 10 Years
- ✓ Fixed Leg 10 Years
- ✓ Folding 10 Years
- See Exclusions\*\*

## \*\*Exclusions

- ✓ BSI provided fabrics, leather, mesh, upholstery and vinyl when used in accordance with BSI published user guides 5 Years
- ✓ Customer Owned Materials (COM) products 1 Year
- ✓ Foam, casters, slides, glides, task lighting and adjustable height work surfaces 5 Years
- ✓ Non-Standard Products that alter product function 1 Year

# TERMS AND CONDITIONS

## Legislation

Section 16.75(3t) of Wisconsin State Statutes permits State Agencies to purchase goods and services manufactured or provided by Badger State Industries (BSI) without competitive bidding.

## Sales Policy

Badger State Industries is limited by Wisconsin law to sell only to state and federal agencies, county and municipal facilities, non-profit organizations and selected private sector businesses. Restrictions on the sale of individual product lines may apply.

## Acknowledgements

Every order is acknowledged and a copy sent to the "ship to" address unless other arrangements have been made. Orders will be manufactured and invoiced based on the information on the acknowledgement. Notification of any discrepancies must be reported to BSI within 5 business days.

## Ordering

Purchase Orders must be signed by a person delegated that authority and acting as an authorized representative for the organization. Purchase Orders must be mailed, faxed or sent electronically to:

Badger State Industries  
3099 East Washington Ave.  
P.O. Box 8990  
Madison, WI 53708-8990  
FAX: 608-240-3321  
[DOCBSIcustomerservice@wisconsin.gov](mailto:DOCBSIcustomerservice@wisconsin.gov)

To avoid misunderstanding, please include all of the following information: Purchase order number, billing and shipping addresses, delivery requirements including contact persons and phone numbers, and product numbers with descriptions including color or finish selections when appropriate.

Do not send check or remittance with the order.

BSI does accept FAX orders as a service to our customers. If a confirming order is sent to BSI, the order must be marked "**Confirming Order.**" BSI will not be held responsible for duplication of orders caused by unmarked hard copy, confirming orders or orders sent via FAX more than once.

Orders for most products can be placed via the BSI Web site: [www.buybsi.com](http://www.buybsi.com). On-line buyers must be registered prior to ordering. This online process includes registration of customer credit cards. Registration forms are available on-line.

Minimum order amounts may apply.

## Revised Orders

Order revisions will be accepted if the manufacturer has not begun production of the items to be revised. Order revisions after production starts are subject to an additional charge and may result in a delayed shipping date.

## Changes and Cancellations

Orders entered and acknowledged cannot be changed or canceled without BSI's consent. All canceled orders are subject to a 30% handling/restocking charge. Orders for non-standard items are not cancelable or returnable. Changes in orders may result in additional lead times.



### **Space Planning (Design and Reconfigure Services)** (For Modular and freestanding Furniture)

There are specific steps that are necessary to ensure that your design expectations are satisfied.

#### **These free services include:**

1. Initial contact of customer by phone
2. Initial sales call with customer
3. A site measurement
4. Programming
5. Space planning (**Initial drawing plus up to two revisions to the customer**)
6. Final drawing and bill of materials
7. Final review of order by BSI staff before placing into production

If additional revisions are requested, Badger State Industries will charge a Design/CADD time fee of \$60.00 per hour. Please contact your salesperson or Systems designer for details.

All requests for reconfigure services of existing freestanding or systems furniture will have a \$60.00 per hour Design/CADD time fee. Please contact your Furniture salesperson or Systems designer for details.

All orders will be reviewed by our Badger State Industries Sales and Design Staff to ensure completeness and correctness prior to the order being placed into production.

#### **New Customer Accounts**

New accounts can only be established by submission and approval of appropriate credit information and references. Allow adequate time for credit approval and production when submitting first open account orders.

#### **Freight Terms**

Shipping and handling charges for furniture orders will be charged 5% of net prices. If installation of a product is required an additional 8% of net price will be added to cover installation costs. Items such as printing, signage and textiles may be subject to freight charges that are pre-paid and added to customer invoice.

Delivery definitions are:

**Dock Delivery** - Delivery will be made by common carrier or vendor truck, with unloading to be performed by the carrier/vendor. Carton(s) will be deposited on inside dock of the agency facility or transported to the interior/ground floor. Installation is the responsibility of the customer.

**Delivered and Installed** - The designated vendor will deliver and install, set furniture in place, ready for use. Packing and debris will be removed by the vendor and completely removed from the premises.

BSI reserves the right to use its own or commercial carriers for the "best way" to ship at its sole discretion.

#### **Storage**

Scheduled deliveries held by Badger State Industries beyond 30 days as requested by the customer, will result in a storage charge.

#### **Redelivery of Freight**

When redelivery of product is required, actual costs will be billed to the customer.

### **Installation Services**

Installation services can be provided anywhere in the state at the cost of 8% and may be subject to change per Department of Administration (DOA) contract changes.

The following information must be provided with the purchase order when requesting installation of furniture orders:

- Two contact persons and phone numbers
- Specific floor and room numbers
- Availability of freight elevator
- Size of elevator
- Are stairs the only access to floor location
- Width of stairs
- Width of narrow hallways or doors
- Is area under construction

Providing this information prior to delivery is key to a well-planned, successful installation. Occasional delivery delays may be experienced due to scheduling considerations on installed deliveries. It is the responsibility of the customer to have the job site prepared to accept BSI product. **It is not the responsibility of BSI staff or designee to remove existing furniture.**

### **Shipment Damage Claims**

All products are packaged to comply with carrier requirements and leave BSI factories free of damage. All shipments should, however, be inspected immediately upon receipt. Should damage occur to shipments, the delivering carrier should be requested to record any damage. Damage claims should be made directly to your BSI Sales Representative in Madison (phone: 608-240-5200 or 800-862-1086). A Return Goods Authorization (RGA) is required to return damaged goods. If a Return Goods Authorization can be negotiated by phone at the time of delivery, the goods need not be received. When further damage is found after delivery, call your BSI Sales Representative for immediate inspection by the delivering carrier. Notification of concealed damages must be made within 15 days after delivery of merchandise. Carrier liability ceases after 15 days.

### **Unopened Shipment Damage Claims**

Neither BSI nor the carrier will be responsible for concealed damage claims if shipments are left unopened. Notification of concealed damage must be made to BSI Customer Service within 15 days after delivery of merchandise. It is the customer's responsibility to inspect delivered products.

### **Shortage Claims**

Shortage claims must be reported to BSI Customer Service within 10 days after the delivery date. Late reports will not be honored.

### **Title and Risk of Loss**

Title to product shall pass to Customer upon delivery by BSI to the carrier. For purposes of risk of loss, all shipments are "F.O.B. Origin"; and Customer acknowledges that, once BSI delivers the product to the carrier, risk of loss shall pass to Customer. If you receive product that is freight damaged, the following steps must be taken:

1. Before signing for the merchandise, make careful notation of all damages on the bill of lading or delivery receipt.
2. Immediately contact BSI to file a claim with the delivery carrier. Request an inspection by the carrier agent.
3. The claim must be filed within fifteen (15) days of receipt of goods.
4. Retain all shipping cartons for inspection by the carrier agent. For concealed damages follow steps 2 through

### **Warehouse Order Pick-Up**

Orders may be picked up at the BSI warehouse with prior arrangement. No credit will be due the customer.

### **Invoicing**

When shipment is made, an invoice is mailed in triplicate to the "Bill to" address as shown on the Order Acknowledgement. Make remittance payable to Badger State Industries and send to:

Badger State Industries  
3099 East Washington Ave.  
P.O. Box 8990  
Madison, WI 53708-8990

Return one copy of the invoice to assure proper credit to your account.

Timely payment applies to state agency purchases from BSI according to Wisconsin Statutes 16.528(2) Interest Payable.

BSI can accept credit card payments from buyers who have registered on the BSI website. For orders paid for by credit card a PAID Invoice will be sent to the "Bill to" address as shown on the Order Acknowledgement.

### **Net Thirty Days**

Payment on all BSI invoices shall be made in U.S. dollars within thirty (30) days of the date of each such invoice and without offset, back charges, retention, or withholding of any kind.

### **Returns**

BSI will not permit return of materials without written consent. Contact your Sales Representative for a Returned Goods Authorization (RGA) number. Customers may complete an on-line [RGA form](#). Returned shipments, when accepted, are subject to a handling/restocking charge of up to 30% of the value of the order, the exact amount of which will be determined after merchandise is received and inspected. All freight or express charges must be prepaid for return shipments; otherwise they will not be accepted.

Orders returned without an RGA will not be accepted.

**Customer damaged materials and items specially built to order cannot be returned under any conditions.**

### **Governmental Agencies (Federal, State, County and Municipalities)**

Outside of Wisconsin all orders are shipped Freight on Board (FOB) factory by commercial carrier with prepaid freight charges added to customer invoice.

### **Inquiries**

All inquiries and correspondence should be directed to:

Badger State Industries  
3099 East Washington Ave.  
P.O. Box 8990  
Madison, WI 53708-8990  
Local phone: 608 240-5200  
FAX: 608 240-3320  
Toll Free: 800-862-1086  
[DOCBSIcustomerservice@wisconsin.gov](mailto:DOCBSIcustomerservice@wisconsin.gov)

### **Service Policy**

All BSI products are supported by the BSI Sales and Service Staff. Service, repairs and replacement parts not covered under warranty will have charges assessed. Contact sales to schedule a service appointment. Actual charges will be determined by BSI staff and authorization by the customer will be required prior to repair.

### **Force Majeure**

The term "force majeure" means an occurrence that causes a delay beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include Acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. For the purposes of this contract, it shall also include institution lockdowns.

If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure.

In the case of institution lockdowns, BSI shall provide the DOA Contract Manager with the anticipated length of time for the lockdown, a detailed report of orders in pipeline and the percent of completion for each order.

DOA Contract Manager, Authorized Users and BSI will review and prioritize orders so that once lockdown has been lifted BSI can fill orders using the priorities as established.

### **Product Pricing**

ALL PRICES LISTED IN BSI PRICE LISTS ARE FREIGHT *EXCLUDED*

BSI price lists and any prices contained therein are subject to change without notice. Prices applicable to all Customer orders shall be those in effect at the time BSI receives a complete order from Customer unless: Customer and BSI have in place a written special pricing or master supply agreement, which agreement specifies the prices to be paid by Customer.

### **Weights and Dimensions**

All weights and dimensions listed in BSI's price or product listings are approximate.

### **CODE & FLAMMABILITY STANDARDS COMPLIANCE**

#### **Seating**

1. California Technical Bulletin 117. All seating products manufactured by BSI meet or exceed the standards set forth in California Technical Bulletin 117 and are labeled accordingly.
2. California Technical Bulletin 133. BSI offers numerous products that can be manufactured to meet the flammability requirements set forth in California Technical Bulletin 133. For products to meet the requirements of the open-flame test, changes in materials are made. Restrictions are placed on fabric selections and product type. When ordering product to comply with California Technical Bulletin 133, the "FR" option must be selected in the model number string. Please see individual sections in the price list for additional cost and lead-times, which vary between products.

#### **Panels**

ASTM E84 (equivalent to UL 723 and National Fire Protection Association NFPA 255) is the test method used to determine the Flame Spread and Smoke Developed Indices of the system, consisting of the core substrate, fabric covering, and adhesive. NFPA 101, for Life Safety Code, defines acceptable Flame Spread and Smoke Developed Indices that have been adopted by the federal and many state or local governments as law in the form of building codes and regulations. Panel cores have been judged acceptable for the use with UL Recognized Component Office Panel Fabrics. Contact BSI for the current list of fabrics that are acceptable for use.

#### **Style and Fabric Availability**

Many styles can be manufactured to comply with TB133, depending on the fabric content of a selected upholstery textile. When considering C.O.M. fabrics, submit the material attached to its composition description card to BSI for approval. \*Certain C.O.M. materials may require a sample burn test for certification. A sample product will be



built with C.O.M. material and tested. The cost of testing must be added to the cost of a test sample including appropriate upcharges to receive certification.

#### **General Information**

Specifications, test procedures and requirements pertaining to flammability regulations can change. BSI will make every effort to keep our information and services pertaining to flame specifications up-to-date. However, we reserve the right to alter the products, fabrics/ leathers, or upcharges associated with any of the above or any other flame specifications.

#### **Statute of Limitations**

Except as specifically set forth in these Terms, Conditions, Rights and Warranties, no claim arising out of or in connection with products purchased from BSI, these Terms, Conditions, Rights and Warranties or any product warranty applicable to any BSI product may be brought by Customer more than one (1) year after the cause of action on which it is based has accrued.

#### **Jurisdiction and Venue**

The interpretation and application of these Terms, Conditions, Rights and Warranties and any product warranties applicable to products purchased by Customer from BSI shall be governed in all respects by the laws of the State of Wisconsin, U.S.A., without reference to the rules of any jurisdiction concerning conflicts of laws or the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Customer agrees that all disputes arising from the interpretation or application of these Terms, Conditions, Rights and Warranties or any product warranty shall be subject to the exclusive jurisdiction of and venue in the federal and state courts located in Green Bay, Wisconsin, or within Brown County, Wisconsin, U.S.A.; and Customer hereby consents to the personal and exclusive jurisdiction and venue of these courts.

#### **Product Warranties**

These Terms, Conditions, Rights and Warranties may change from time to time. Purchases of products from BSI shall be subject to BSI's then current Terms, Conditions, Rights and Warranties.