

# TERMS & CONDITIONS

SEPTEMBER 2019



# ordering info

## Placing Orders

All purchase orders must be submitted in writing via fax, e-mail or U.S. mail. Each purchase order must be on letterhead and bear buyer's signature. No verbal orders will be accepted. To avoid duplication of a faxed order, do not mail a confirming copy. Orders cannot be scheduled for production until all questions and credit terms relating to the order are satisfied. Once all information is received and approved, the order will be entered into the production schedule. If you are ordering based on a JH Carr quote, include the quote number on your purchase order.

## FOB Terms

All orders ship prepaid, with freight charges added to the invoice unless otherwise requested. All merchandise is F.O.B. Minnesota. F.O.B. points are subject to change without notice.

## Minimum Order Charge

JH Carr assesses a minimum order charge of \$100 net for any order less than \$2,000 list. Orders for replacement parts only must be at least \$50 net excluding tax and shipping. Replacement orders less than \$50 will be assessed a surcharge equal to the difference of \$50 and the net product total.

## Pricing

Prices shown are List, F.O.B. plant in U.S. dollars. Prices are subject to change without notice. In the event a product is listed at an incorrect price due to typographical error or error in pricing information received from our suppliers, JH Carr shall have the right to refuse or cancel any orders placed for product listed at the incorrect price.

## Changes/Cancellation

Any changes or cancellations to orders must be received either via fax or e-mail. No verbal changes or cancellations will be accepted. If a change or cancellation occurs after production begins, the customer will be responsible for all costs incurred prior to the receipt of the change or cancellation.

JH Carr reserves the right to cancel any previously acknowledged order without penalty if written notice is given 30 days prior to the scheduled ship date.

JH Carr reserves the right to cancel any order at any time without penalty if order fulfillment is prevented by factors beyond our control. These factors include but are not limited to: labor strikes, accidents, natural disasters and vendor non-performance.

## Billing

Invoices will be e-mailed, faxed or mailed to the customer on the next business day following shipment. All invoices must be settled in US Dollars (USD). Past due accounts are subject to a finance charge of 1.5% per month. Customer will be responsible for any costs incurred in the event that the account is placed for collection.

## Product Specifications

JH Carr reserves the right to continually improve our product. These changes may result in some deviation from printed materials or previous shipments. These design changes are not cause for cancellation and do not relieve the customer of responsibility of payment.

All weights are approximate. Dimensions and drawings are nominal, accepted trade practice allows up to 1/2" per dimension trimming allowance on tabletops. Wall benches and corner booths are manufactured 1/2" to 1" short of customer supplied dimensions in order to assist with variances in construction, and to ensure the finished product will fit inside of the specified space.

# ordering info

## Lead Times

JH Carr manufactures product to order. Lead time is contingent upon raw material availability and current manufacturing capacity levels. We will make every effort to meet requested lead times. Scheduled ship dates are included on order acknowledgements. JH Carr will not be held responsible for monetary damages resulting from orders shipping after scheduled ship date.

## Order Acknowledgements

All purchase orders will be acknowledged by JH Carr upon entry. Please verify that the acknowledgement matches your original order.

## Colors & Finishes

All standard upholstery, stain and other finish options are shown in our catalog. Given the variations in the printing process and individual user's monitor settings the finishes shown in the catalog and online should be used for reference only. If a color sample is required, go to [JH Carr.com](http://JH Carr.com) or contact customer service to request samples. Standard colors and finishes are subject to change without notice.

Wood is a natural product and variations in grain patterns and wood color will occur from piece to piece and within one run. Every species of wood has natural characteristics unique to the tree from which it came from. These characteristics define the beauty of natural wood products. While we strive to obtain the most consistent grain and coloration available for each species, due to the uniqueness inherent in a wood product, we are not responsible for variations within your natural wood order.

## Matching Prior Orders

If you wish to match a previous order, clearly indicate that on your purchase order. Include original invoice number, purchase order number, ship date of previous order, and company ordered from. Occasionally materials and components may no longer be available and we will communicate this to the customer. In the event that a customer needs to match a stain from a previous order and it is no longer part of our standard offering, a custom stain charge will be assessed. Matching upholstery is difficult due to product use and dye lot changes. JH Carr cannot guarantee an exact match on upholstered items.

# ordering info

## Order Storage

JH Carr has a limited capacity to warehouse customer orders past the scheduled ship date. JH Carr will hold a completed order for one (1) week without charge. Any orders held longer than one (1) week past the ship date will incur a storage charge of \$25 per day.

## Held Orders

All requests for orders to be put on hold must be sent via fax or e-mail to JH Carr. All orders that have not been manufactured or those that do not require the purchase of additional materials will be put on hold for a maximum of two (2) weeks. If JH Carr is not contacted within the two (2) week period after the initial Hold Request, JH Carr reserves the right to cancel the order without notification. If merchandise has been manufactured or purchased, JH Carr will delay shipment of merchandise a total of one (1) week from the originally scheduled ship date.

## Quality Policy

We are committed to providing quality products and services that meet or exceed customer requirements to the markets we serve. We strive to accomplish this by utilizing continuous improvement methods, innovation, technology and teamwork.

## Warranty

JH Carr warrants all products that they manufacture and/or market to be free from defects in material and workmanship under normal usage and service for one (1) year from date of purchase shown on our commercial invoice. Customer assumes responsibility for normal wear and tear. This agreement excludes all products or component parts that in the opinion of Foldcraft Co. have been subject to neglect, misuse, alteration, accidental damage or improper installation. Some products have extended warranties. Refer to specific price list pages to determine if an extended warranty applies.

Warranty on upholstery is governed solely by the guarantee or warranty of the producing mill.

Warranty on wood table tops will be affected by moisture conditions and usage. Solid wood table tops must be stored and used in environments with relative humidity in the range of 35% to 50%. Exposure to relative humidity outside this range will cause the product to warp, check or crack, resulting in loss of warranty coverage.

If it has been determined that a product is found to be defective within the warranty period, and the product had been properly installed and maintained by the purchaser, JH Carr will use their discretion as to whether to replace or repair the product or component without charge.

JH Carr's warranty does not cover products or components that have been repaired or altered by someone other than the manufacturer. Any field repairs must be preapproved by the factory in order to maintain coverage of the JH Carr warranty. JH Carr is not liable for injury, loss or damage, whether direct, consequential or incidental, to persons or property arising out of the purchaser's use, or of any inability to use covered product.

## Returns

Because JH Carr product is built to order with unique configurations for each customer, returns are generally not accepted. Returns are only accepted at the discretion of JH Carr and products cannot be returned without authorization. Approved returns are subject to a minimum 50% restocking charge. Actual charges will be determined at time of return authorization. Unauthorized returns will be refused at customer expense. All return freight charges must be prepaid by the customer. Any damages that occur in transit when returned to the factory will be communicated to the customer. The customer is responsible for filing a freight claim with the carrier.

## Dispute Resolution

Any claim or dispute arising from, or relating to, a Good, or Service provided on this order will be (a) governed by the laws of the State of Minnesota, United States of America, without regard to its conflicts of law provisions, and (b) must only be litigated in a federal or state court of competent jurisdiction in Dakota County, Minnesota.

## Care & Maintenance

Periodic maintenance is necessary to ensure long term durability and customer satisfaction. Buyers must therefore advise end user of the following:

To prevent personal injury, furniture must be inspected regularly for loose screws, glides and casters, cracked or broken welds, cracked laminate, wood splinters and general instability. Furniture that is damaged or appears to be unstable must be immediately removed from service and replaced or repaired using only factory authorized parts and methods. Contact customer service for assistance and further instructions.

**Wood** To clean, use liquid cleaner-wax polish combination. Do not use abrasive household cleaners. Water spills on the surface should be wiped off immediately.

**Laminate** To remove stains, wipe the surface with a damp cloth using soap or liquid detergent. Remove stubborn stains with a damp paste of baking soda. Leave on for a minute, and then blot away. Abrasive cleaners should not be used. Acid based products spilled on the surface should be wiped off immediately, and then rinsed.

**Vinyl Edge and Dur-A-Edge®** Use a liquid detergent suitable for cleaning vinyl. After cleaning, wipe the surface with a cloth dampened with warm water.

**Vinyl Upholstery** For light soiling, use a solution of 10% household liquid dish soap with warm water applied with a soft damp cloth. If necessary, use a solution of 10% household liquid dish soap with warm water applied with a soft bristle brush. Wipe away the residue with a water-dampened cloth.

**Painted Metal** Wipe with a damp cloth. For stubborn stains and grease, use a mild dish soap and water.

**Composite/Fiberglass** Remove ordinary dirt and smudges with a mild dish soap and warm water solution. Rinse with a water dampened cloth. Dry with a clean soft cloth or towel. Heavy soiling can be removed with the following non-abrasive household cleaners and soft cloth;

Formula 409® All-Purpose Spray Cleaner

Fantastik® Spray Cleaner

Other similar household cleaners

Rinse cleaned area with water dampened cloth. Dry with a clean soft cloth or towel.

**Shell Seats** Clean with warm water and household detergent. Use non-abrasive household cleaners.

# credit and payments

## Net 30 Credit Terms

For customers doing regular business with JH Carr, credit terms can be established. JH Carr's standard payment terms for qualifying customers with a strong financial background are Net 30 days. The billing period begins from the date of invoice. Credit terms are determined on an order-by-order basis and are subject to change based on size and complexity of the order as well as the customer's payment history. Orders will not be processed if an account is delinquent. Past due accounts are subject to finance charges of 1.5% per month. Customer will be responsible for any costs incurred in the event that the account is placed for collection. If you have any questions pertaining to your account please contact the Corporate Credit Manager at 1.800.759.6653.

## Forms of Payment

The following forms of payment are accepted:

- Prepayment by company check
- Credit Card (Visa, Mastercard & American Express)
- Bank Wire Transfer
- C.O.D.

All orders are made to order; therefore, all credit requirements must be satisfied before the order is placed into production.

## Tracking Information

JH Carr will be happy to trace your shipment, or you can contact the carrier directly.

YRC 800.610.6500

XPO Logistics 800.755.27

Taylor Truck Line 800.962.5994

# shipping and delivery

## JH Carr Freight Program

JH Carr has negotiated special freight rates with selected carriers as an added benefit to our customers. JH Carr's preferred carriers include YRC, Conway, McDonough Truck Lines and Taylor Trucking. If you have a preferred carrier, please note it on the purchase order and we will try to accommodate your request. If no carrier is requested, one of JH Carr's preferred carriers will be used to ship the order. The carrier and pro number are assigned at the time of order entry and appear on your acknowledgement.

Freight rates include tailgate delivery only. Time specific and other special delivery requirements are available for an additional cost. Freight quotes are valid for 30 days and are only valid if the freight charges are prepaid and added to your invoice. JH Carr will handle any freight claims that may arise when you use one of our preferred carriers. If an order is shipped via a customer specified carrier, all tracking information and freight claims will be handled between the customer and the carrier.

## Scheduled Delivery

Ship dates are shown on all sales order acknowledgements. Best efforts are made to schedule each order based on customer requirements, material availability, and capacity. Shipment of an order may be delayed if credit terms have not been satisfied. Scheduled ship dates are subject to change due to strikes, accidents, material availability and other factors beyond our control.

## Collect Shipments

Collecting shipments via your specified carrier is also an option. Provided your carrier services our facility, we will make arrangements for pick up but cannot guarantee the rate you will receive.

## Will Call Pickups

Customer pick-ups can be made at any of our facilities. You will be notified when your shipment is available. We request that you pick up your order promptly following its availability. Completed orders will be held for a maximum period of one week. After that time storage charges will be assessed at the rate of \$25 per day.

## Freight Claims

JH Carr will file all freight claims when such issues arise with JH Carr preferred carriers. Inspect your shipment carefully upon receipt. Should your shipment arrive damaged, incomplete or overstated, make appropriate notations on delivery receipt. Report product and / or quantity discrepancies to the carrier and to the JH Carr Quality Claims Representative within 15 days of receipt to allow for inspections and prompt issue resolution. When claim issues arise with customer designated carriers, customer is responsible for filing freight claims.

JH Carr Quality Claims Representative  
– 1.800.759.6653 for claims related issues or questions.

# california proposition 65

## Warning

Foldcraft Co. now labels our products in accordance to the Safe Drinking Water and Toxic Enforcement Act of 1986, also known as California Proposition 65. The intended purpose of the Proposition is to inform California's citizens of the potential exposure to chemicals known to cause cancer, birth defects or other reproductive harm, and to protect state drinking water sources from such chemicals.

Proposition 65 requires businesses to notify Californians of potential exposure to chemicals in products they purchase, or exposure to chemicals that are released into the environment. Any company that operates or sells products in California or manufactures or distributes products that may be sold in California is subject to this regulation.

The California Office of Environmental Health Hazard Assessment (OEHHA) is required to annually publish a list of chemicals that they have determined to be a carcinogen or reproductive toxicant. Of over 800 chemicals or ingredients currently on the list, many are naturally occurring and / or synthetic chemicals, including additives or ingredients in common household products, foods, drugs, dyes and solvents. Also included on the list are common by-products of furniture production, such as wood dust and leather dust. A chemical used in the furniture industry as a

flame retardant to meet California's TB 177 upholstery flammability standard, was recently added to the OEHHA chemical list and requires notification under Proposition 65.

Under ideal circumstances, we would only label those products that we knew were being shipped to California. However, due to the nature of the foodservice sales channel, it is difficult for us to identify which products would ultimately be bought, sold or brought into California. To ensure that we are in compliance with the regulation, all of our products will be labeled. Failure to include a warning could result in a civil penalty.

The following products contain chemicals covered under California's Proposition 65.

- Bench Units
- Cluster Seating – Chair Heads
- Contour Seats
- Court Seats
- Metal Chairs & Stools
- Casegoods & Cabinets
- Tables & Counters – Solid Wood & Laminate
- Upholstered Furniture: Booths, Wall Benches, Banquettes, Chairs, Sofas, Loveseats
- Wood Bases
- Wood Booths
- Wood Chairs & Stools

The level of risk that triggers the need for a Prop 65 label, as defined for chemicals listed as carcinogens,

is when a person exposed to that chemical above the "no significant risk level" for 70 years would have more than a "one in 100,000" chance of developing cancer as a result of the exposure.

The fact that a product bears a Proposition 65 warning does not mean by itself that the product is unsafe. Proposition 65 can be thought of as a "right to know" law rather than a product safety law. The intention of the regulation is that Californians have the right to know when they are exposed to chemicals that may potentially cause cancer or reproductive harm.

We want to assure you that Foldcraft always has the best interests and safety of our customers and employees in mind. We will continue to challenge our organization to ensure that we achieve the highest level of quality and safety possible. Thank you for your continued support.



# OUR MISSION

To provide professional, coordinated solutions to simplify the complex task of furnishing beautiful spaces.