#### Introduction

Raising the benchmark in design, comfort and flexibility, Encore is a leading provider of contemporary, options-oriented seating and table products for a host of applications, ranging from corporate offices to educational institutions, hospitality, healthcare facilities and more.

With a focus on flexibility and personalized attention, we strive to provide innovative solutions for ever-changing requirements and deliver outstanding service for our customers every time, offering standard lead-times of 6 weeks, an extensive Quick-Ship program, as well as partnerships with some of the most widely recognized textile manufacturers in the industry.

Sharing strong organizational ties to our parent company, Arcadia, we are able to draw upon an established knowledge base of product design, engineering, sales and service, all the while maintaining competitive pricing and a comprehensive warranty on all products.

This price list contains all relevant instructions, conditions of sale and shipping information to facilitate the ordering process. Additionally, our client services staff and Sales Representatives are available to assist with any questions you may have.

### Prices

The prices indicated in this price list are for standard Encore products. This price list supersedes any previous price lists or supplemental price lists. We reserve the right to modify prices without prior notification.

#### Terms

Net 30 days to credit approved accounts. The customer will be liable for any costs incurred in attempting collection of past due amounts, including collection and/or attorney fees. Past due accounts are subject to a 1% late charge for each month after 30 days.

### Credit

A line of credit may be established upon acceptance of satisfactory references, including the completion and signing of our Credit Application Form. All new customers are required to remit 50% of the invoice amount with the placement of the purchase order, with the remaining balance due prior to merchandise release for shipment.

#### Order Acknowledgement

Order acknowledgement will be made for each order and indicates final production specifications. Customers should review the acknowledgement, notwithstanding any variance in terms and conditions set forth on the customer's order form.

Orders will not be acknowledged or entered for production until all specification information is complete. Upon final acceptance of the order by the factory, orders will be scheduled for production. For orders specified with COM, scheduling will occur upon receipt of customer's COM. Production begins when fabrics are received.

# **Ordering Procedures**

To avoid unnecessary order entry delays, please be sure each order specifies the following information:

- 1. Quantity
- 2. Model number
- 3. Item description
- 4. Size (as applicable)
- 5. Finish (wood and/or metal finish)
- 6. Fabric (including any special instructions)
- 7. Options (list with each specific product)
- 8. Drawing for modular seating configurations
- 9. Shipping destination, contact name and phone number
- 10. Purchase order number
- 11. Special instructions, if any

Purchase orders placed by telephone will be accepted, but will not be scheduled for production until a written, signed confirmation of order is received. Faxes or emails to orders@encoreseating.com of purchase orders will be accepted. Fax: 714.562.8202

# Order Changes and Cancellations

Encore must approve all order changes. Additions or changes to acknowledged orders may be subject to rescheduling of order. Cancellations, partial or otherwise, may be subject to cancellation charges or restocking fees. Contact client services for applicable charges.

## Claims

# For your protection it is imperative that you read this notice.

The merchandise you receive has been inspected at our factory to ensure that it is of the highest quality and in perfect condition prior to being shipped.

Reference this page and check the following upon receipt of merchandise.

- 1. Any items/cartons missing? Be sure that you have received the same number of cartons as appears on the delivery receipt. Make note of the cartons missing on the delivery receipt before you sign it.
- 2. Any items damaged? No matter how slight, all damage to items/cartons should be noted on delivery receipt before you sign. Do not sign or accept merchandise until you have checked all cartons thoroughly. Do not refuse shipments that may be or appear to be damaged.
- 3. Immediately after delivery, all cartons should be opened and all merchandise inspected for damage. Items may be damaged in transit, even though outer cartons do not show damage.
- 4. If any damage is found, contact Encore client services in writing immediately. Please include photos whenever possible, as well as the order information on the printed ticket under the chair seat and/or table-top.
- 5. All cartons must be saved until the freight carrier has made an inspection.
- 6. If incorrect merchandise is received, please contact client services.

#### Returns

Encore must pre-approve and issue a Return Authorization prior to any product being returned to the factory. Any unauthorized returns, should they appear at our factory, are automatically refused and they become the responsibility of the shipper and the carrier involved. Please contact client services before returning any merchandise.

In order to resolve the problem at hand as rapidly as possible, please include all information pertinent to the problem. The most pertinent information required is:

- 1. Reason for return
- 2. Invoice number and/or sales order number
- 3. Product code numbers for affected product(S)

Upon receipt of your request, we will issue proper return authorization or furnish you with instructions in order to settle this matter to your complete satisfaction.

# **Product Design**

We reserve the right to alter or discontinue certain product designs and/or materials without notice to facilitate improvements in design, construction and functionality.

#### **Shipping Information**

Products shipped via the Encore freight program are for normal delivery only and do not include expedited shipping, inside delivery, lift gates, installation, unpacking or the removal of cartoning materials. Any request for carrier "pre-delivery" notification should be noted on the original purchase order. Encore reserves the right to ship via the most appropriate carrier and/or routing on all shipments. If the customer specifies a carrier, other than a pre-approved carrier, freight will ship collect or 3rd party bill at the customer's expense via the designated carrier. Any additional costs related to post shipment issues such as reconsignment charges, storage charges, etc., will be the responsibility of the customer.

#### Freight Program

All products are shipped F.O.B. La Palma or Cerritos, CA, freight prepaid and allowed.

The freight program guarantees the product will be delivered freight prepaid to the designated consignee based on a minimum shipment value of \$2,500 NET. If the value of the shipment does not meet the minimum requirement, a freight surcharge per shipment will be assessed based on the destination territory as listed below.

Please contact client services for minimum shipment values and corresponding surcharges on Canadian shipments. Shipments outside the contiguous U.S. and Canada are shipped to the point of embarkation free of charge as long as the shipment meets the minimum requirement; otherwise, the freight surcharge applies. All subsequent freight charges beyond the point of embarkation will be at the customer's expense, shipped collect.

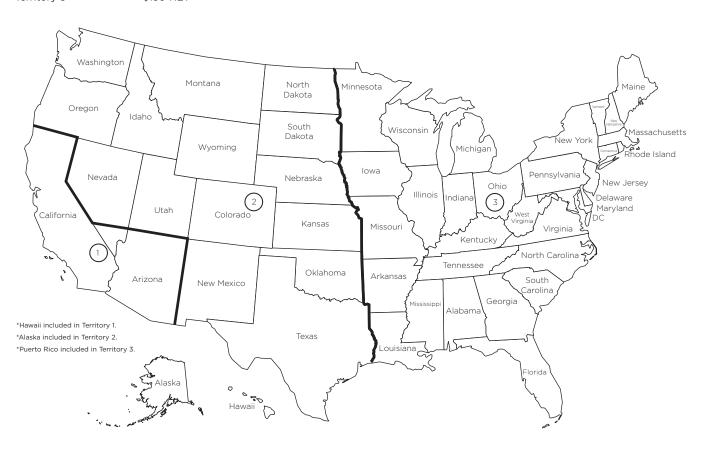
Customers in CA, AZ and Las Vegas, NV shipping outside Territory 1 must contact Client Services for applicable charges.

This freight program does not apply to "Will Call" orders.

For shipment of textiles or component parts, actual freight charges will apply and be added to the invoice.

Due to the fluctuations of fuel prices, Encore reserves the right to impose fuel surcharges to invoices for any shipments.

Destination	Freight Surcharge	
Territory 1	\$65 NET	
Territory 2	\$135 NET	
Territory 3	\$150 NET	





## QuickTime Program

For the ultimate time saving solution, Encore offers the **QuickTime** program. Featuring a wide variety of upholstery selections, poly colors, wood and metal finishes, the QuickTime program allows product to be ordered today, for a guaranteed ready-to-ship status within 10-15 business days. For available models, just look for the QuickTime icon throughout this price list.

## QuickTime Terms & Conditions:

- Lounge seating and tables: maximum purchase order quantity of 10 units (in any combination).
- All other models: maximum purchase order quantity of 25 units (in any combination).
- QuickTime purchase orders must be designated as such and placed separately from standard lead-time purchase orders no split purchase orders allowed.
- Lounge seating and tables will be complete and ready to ship within fifteen business days upon acceptance of purchase order.
- All other models will be complete and ready to ship within ten business days upon acceptance of purchase order.
- COM/COV acceptable manufacturing time begins subsequent to receipt of COM fabric or vinyl.
- Encore reserves the right to choose method of shipment.
- For complete terms and conditions, including fabric limitations, please refer to the QuickTime brochure.

## Sustainability/SCS Certification

As a matter of corporate philosophy, Encore is committed to intelligent environmental policies and practices. Standard recycling procedures and ecologically sensible policies and practices have been implemented throughout all aspects of our operations/facilities, and as it relates to new product development and project management. Additionally, we insist on a similar operational philosophy from our vendor-partners.



In accordance with our ongoing efforts to develop and manufacture products that positively contribute to healthy environments, Encore has completed testing for Indoor Air Quality certification, achieving SCS Indoor Advantage Gold for the majority of seating and table products.

By attaining SCS Indoor Advantage Gold certification, we not only meet the criteria of BIFMA M-7.1 and X-7.1 (low-emitting office furniture systems and seating) but also the LEED-Commercial Interiors EQ 4.5 credit for Indoor Air Quality of office furniture.

We will continue to strive towards developing products that positively contribute to healthy environments, as well as set new benchmarks for making sustainable improvements in all areas of our business. A representative example of other in-force measures Encore employs to support intelligent environmental policies include:

- Ensure product life-cycle longevity and non-obsolescence via the design, engineering, and manufacturing processes and subsequent product refurbishment and re-use potential.
- Design products, and/or re-engineer existing to maximize the use and or re-use of recycled and/or recyclable components and sub-parts.
- Specify, and utilize 'engineered pre-cut' foam, which eliminates virtually all on-site scrap foam waste.
- Increase the use of recyclable materials as appropriate for all general office, marketing, manufacturing, and shipping applications.
- Eliminate use of any non-recyclable packaging materials.
- Utilize alternative shipping methods such as 'blanket-wrapped delivery' whenever possible as well as consolidate freight to reduce overall fossil fuel consumption and carbon emissions.
- Minimize the generation of, recycle, and/or ensure the proper disposal of all office-generated waste materials.
- Contract for the external use of scrap leather cutting remnants.
- Participate in fabric tube and memo sample take-back programs.

We are committed to being a leader in the practical application of current and future technologies that will protect our environment today, and for future generations to come.

#### Customer's Own Material

COM should be shipped prepaid to:

Encore Seating, Inc. Attn: COM Department 5593 Fresca Dr. La Palma, CA 90623

All packages should be marked with customer's name, customer's order number and items to be covered. Collect shipments of COM/COL fabrics will not be accepted. Please furnish a sample cutting of COM or COL with the original purchase order so that identification of COM/COL can be verified. In the absence of specific written instructions accompanying the order, fabrics will be cut, seamed and applied at our discretion and at the customer's risk. An additional fee may be assessed for COM or COM materials that are deemed atypical should additional labor be required to cut, sew and/or match said materials.

While we inspect fabrics for mill imperfections, some are difficult to recognize. As such, we cannot be responsible for defects, color inaccuracies, dye lot variations and other flaws and suggest that our customers inspect fabrics before furnishing them. Under no circumstances will we assume responsibility for COM/COL shortages, flaws or other such problems. While we make a concerted effort to control COM/COL fabrics, it is not our responsibility to police the receipt of COM/COL's in order to meet delivery deadlines and we assume that customers are aware of any undue delay in the delivery of their COM/COL fabrics.

Encore cannot be responsible for defects, color inaccuracies, dye or lot variations and other flaws and suggests our customers inspect fabrics before furnishing them. Under no circumstances will we assume responsibility for COM shortages, flaws or other such problems.

#### Polyurethane

Polyurethane fabrics and other PVC-free materials may be susceptible to "puddling" or comfort wrinkles over time. This is due to the inherent properties of the fabric and not an indication of inferior upholstery techniques. Please keep this in mind when selecting fabrics for upholstery.

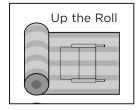
### Fire Resistance

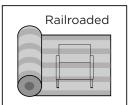
Encore manufactures all of its chairs to comply with California Technical Bulletin #117 (Cal TB 117). If Customer's Own Material (COM) is specified, Encore is not liable for said COM fabric's non-compliance with Cal TB 117.

California Technical Bulletin #133, the Flammability Test Procedure for Seating Furniture for Use in Public Occupancies, was repealed by the California legislature on January 22, 2019. If compliance to TB133 is required, add \$50 List per yard of fabric utilized by the seating product specified for the application of a fire barrier.

### Fabric Application

COM fabric is cut "up the roll" as a standard cutting procedure (see chart below). Customer must specify that the fabric be cut in another direction (i.e. "railroaded") if required.





It is imperative that all COM fabrics sent to Encore be "backed" with, at minimum, an acrylic or similar backing. We cannot be responsible for stretching of fabrics that are not backed subsequent to upholstery process. Additionally, we cannot be held responsible for the appearance, behavior, quality or performance of any COM as well as COM's that are rolled reversed by the fabric supplier.

The application of patterned fabrics on curved seating units will be stitched to match pattern requirements. Geometric, linear and striped fabrics will be stitched together to provide the best match, however, a "V" pattern may be the result which is not considered to be a flaw. Additionally, due to varied stretch properties among fabrics, slight wrinkling or puddling may occur. Contact our Client Services Department for any concerns regarding upholstery selections.

## Yardage Requirements

COM yardage requirements shown in this price list are based on using fabric which is plain (i.e. non-directional) and a full 54" wide. Fabrics of narrower widths and/or that involve matching repeats will require additional yardage. Use the chart below to determine the necessary additional yardage for both directional fabrics and narrow width fabrics.

If you are using a printed or striped fabric with a repeat, use this table:

Increase COM Requirement by:
0%
12%
18%
25%
40%

Yardage requirements may be less than indicated on large quantity orders. Contact client services with specific chair quantities for exact yardage required.

If you are using a plain fabric less than 54" wide or a pattern that will be applied railroaded, contact client services for assistance, as additional yardage may be required. If you are using a plain fabric less than 54" wide or a pattern that will be applied railroaded, contact client services for assistance, as additional yardage may be required.

### **Upholstery Combinations**

For fabric, vinyl or leather upholstery combinations, pricing will be calculated as follows:

- When combining two COM/COV/COL fabrics, or fabrics with the same grade, add \$85 List per unit.
- When combining three or more COM/COV/COL fabrics, or fabrics with the same grade, add \$115 List per unit.
- When combining different grades of fabric, price will be based on the highest grade specified.

### **Additional Fabric Programs**

Encore offers a selection of its own fabrics and leathers for upholstery. Refer to the presentation cards offered in our commercial catalog. Along with these fabrics, Encore, in conjunction with Architex, Camira, Designtex, Maharam, Mayer, Momentum and Stinson, develops additional fabric programs to allow our customers to simplify the ordering of products and fabrics at one time. Please refer to the Textile Partner Program brochure or contact client services for additional information.

Architex\* camira Design Tex maharam MAYERFABRICS MOMENTUM Stinson

#### **Standard Laminate Tops**

Plastic laminate tops are standard on all tables and rotating tablets. We offer a range of standard wood grain, solid and patterned laminate options to suit a variety of applications. All standard colors follow below.

#### Wood Grain Laminates

Nevamar WM-8-340T Clear Maple Nevamar WM-0005T Siren Maple Pionite Wilsonart 7954-38 Natural Rift WM951-SD Honey Maple Wilsonart 7937-38 River Cherry Wilsonart 7039-78 Windsor Mahogany Wilsonart 7935K-07 Shaker Cherry Wilsonart 7122-K-07 Empire Mahogany Formica 7739-58 Cocoa Maple Pionite WX421-PV Witchcraft Pionite WY160-SD Absolute Acajou Nevamar WM-0047T Iconic Maple Pionite SE101-AW Black Ashwood Solid Color Laminates

Formica 459-58 Brite White Pionite SG228-SD Slate Wilsonart 1595-60 Black

For all table widths, wood grain laminates will run parallel to width of table.

#### **Non-Standard Laminate Tops**

In addition to our standard laminates, we also accept most laminates from the following manufacturers: Formica (standard grade, matte texture), Nevamar, Pionite (standard grade, suede texture) and Wilsonart. Mirror, high gloss and metal laminates are not available.

For non-standard laminates, add \$550 List per color per order. Pre-approval required, please contact client services.

#### Solid Surface Material

Solid surface is available on a variety of seating and table collections; please refer to corresponding price list pages for availability and pricing. In most instances (except where noted), solid surface tops are affixed to table surface increasing overall table height by ½". Solid surface available in white only.

To order a non-standard solid surface color, please specify the manufacturer, pattern name and color number. Contact client services to confirm pricing.

### **PVC Edge Colors**

PVC edge may be specified in lieu of laminate self edge on select connecting and occasional tables. A limited number of color options are available which closely, but do not exactly, match the Encore solid laminate finishes. All standard colors are listed as follows and are available at no upcharge: Black, Slate Grey, White.

# Back-Painted Glass

White back-painted glass is available on select tables and tablets; please refer to corresponding price list pages for applicable pricing.

### Wood Finishes

Encore standard wood finishes are listed as follows:

163 Walnut on Ash 22 Caramel Beech 11 Natural Beech on Maple 164 Cocoa Ash 27 Ebony Beech 21 Caramel Maple 165 Kona Ash 33 Cinnamon Beech 26 Ebony Maple 26 Ebony Maple 27 Slate Grey Ash 43 Autumn Beech 36 Bourbon Maple 37 Kona Beech 41 Autumn Maple 38 Cocoa Beech 71 Kona Maple 175 Cocoa Maple 37 Kona Maple 175 Cocoa	14 Natural White Oak 18 Slate Grey Oak 19 Smoky Umber Oak 20 Caramel Oak 25 Ebony Oak 32 Cinnamon Oak 37 Bourbon Oak 44 Autumn Oak 70 Kona Oak	29 Natural Walnut 30 Cinnamon Walnut 35 Bourbon Walnut
---	--	--

Please refer to the Encore finish card for digital representations or contact our Literature Fulfillment Department for samples.

For custom wood finishing, please add one-time upcharge of \$450 List per color, per order, for all products.

### Wood Finish Maintenance

As with all fine finishes, care should be taken to protect the finish from sharp, unprotected objects. The top coat has a natural characteristic to repel the most common liquids used around wood components, yet spills or soil marks should be cleaned up immediately to avoid moisture seeping into open-pore areas. Please note that constant polishing and cleaning of the finish may raise the sheen level, whereas neglect in cleaning will dull and possibly abrade the finish.

Encore provides a lifetime warranty for all seating products to be free from defects in material and workmanship on structural frame components. All other materials fall under the applicable warranty periods listed in the table below. The company will repair or replace, at its option, without charge to the original purchaser only, defective products or parts that fail during normal use (normal use is defined as eight (8) hour days, five (5) days per week) throughout the applicable warranty period. Field labor and service(s) are not covered under this warranty.

Lifetime Warranty	Frame Components Adjustable Arms and Arm Pads Mechanisms Gas Cylinders
10 Year Warranty	Foam Exposed Wood Components Tables Tablets
4 Year Warranty  2 Year Warranty	Casters Mesh and Knit Materials Stool Footrings
1 Year Warranty	Fabric/Vinyl (excluding COM, COV and COL) Electrical Units

COM, COV and COL are also not covered by this warranty. Normal wear and tear is the responsibility of the specifier. Please consult with upholstery material suppliers for performance criteria of individual materials.

Due to the inherent stretch properties of certain woven and/or vinyl upholstery materials, Encore cannot be held responsible for wrinkles or "puddling" that can occur in some materials.

If product fails under normal use within the warranty period, please send description of the pertinent part, together with proof of purchase of the product to:

Encore Seating, Inc. Attn: Client Services 5692 Fresca Drive La Palma, CA 90623

Email: clientservices@encoreseating.com

Fax: 714.562.8202

The foregoing warranty excludes any damages or defects caused by abuse of this product or its use for a purpose other than what the chair was intended. Encore Seating does not assume responsibility for unauthorized repairs to chairs that sustain damages resulting from user modification, improper assembly, attachments to product, misuse, alteration or negligent use of the product.

TO THE EXTENT ALLOWED BY LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THIS ENCORE SEATING PRODUCT IS LIMITED IN DURATION TO THE DURATION OF THE ABOVE EXPRESSED WRITTEN WARRANTY

LIMITATION ON LIABILITY: IN NO EVENT SHALL ENCORE SEATING BE LIABLE TO THE PURCHASER FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF ENCORE SEATING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some states do not allow the exclusion or limitation of incidental or consequential damages, hence the above restrictions or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.