

### 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 five weeks or less, 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 Customer Service 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](mailto:orders@encoreseating.com) of purchase orders will be accepted. **Fax: 562.926.1963**

### 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 Customer Service for applicable charges.

### Claims

Do not refuse merchandise damaged in transit. All shipments are delivered to the transportation company in good condition. Encore's liability ceases at that time. If shipment arrives damaged or short, you should first inspect all cartons immediately and note any visual damage or shortages on the delivery receipt. Please notify Encore of any damage and/or shortage to facilitate the freight claim process. Claims for freight damage to KD shipments, concealed or otherwise, must be filed within 15 business days of original delivery date. Claims for blanket-wrapped shipments must be filed within 5 business days.

Do not destroy packing materials until shipment has been inspected by the carrier. Failure to make claims against Encore or its designated carrier within 10 days shall constitute acceptance of the merchandise and a waiver of any defects, errors or shortages discovered upon inspection. Please see below for detailed instructions if a problem exists at time of delivery.

### **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. Contact Encore, in writing, immediately, if any damage is found. By law, any concealed damage must be reported in writing to delivering carrier within 15 days.
5. All cartons must be saved until the freight carrier has made an inspection.
6. If incorrect merchandise is received, please contact Customer Service.
7. Claims for freight damage must be filed with the carrier within 15 days of original delivery date for cartoned shipments and 5 days of original delivery date for blanket-wrapped shipments.

### 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 Customer Service 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
3. Product code numbers
4. Copy of your Purchase Order

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. Your complete cooperation is most necessary and sincerely appreciated.

### Storage

Due to limited storage space, orders will be shipped when completed. On orders for which payment has not been received, the merchandise may be shipped to storage facilities at the customer's expense.

### 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.