

TERMS AND CONDITIONS

PRICING

Pricing shown in this price list is subject to change without notice. Reference Fleetwood's website, CET, Project Matrix, 2020 or Kits Collaborator for current pricing.

PRODUCT

Fleetwood reserves the right to discontinue product and change product specifications. Digital images in print and web-based sites may not be exact.

ORDERS

Orders will be accepted only from authorized Fleetwood dealers. Submit orders via fax or email. No verbal orders will be accepted. Orders are binding only upon acceptance by Fleetwood and conditions set forth in the order acknowledgment and invoice. Orders are subject to credit availability.

All orders must include the following information: 1) purchase order number, 2) billing address, 3) ship-to address, 4) model number with size, description, finish selections and options, 5) quantities, 6) pricing, 7) quote number, 8) delivery date, 9) phone number and contact to call before delivery, and 10) approved drawings (if needed). Also identify 1) customer, 2) dealership, 3) dealer salesperson and 4) other relevant contacts.

An order acknowledgment will be emailed by Fleetwood after acceptance of the order. Fleetwood assumes all orders are correct as acknowledged. It is the dealer's responsibility to review and confirm that all information is correct and to notify Fleetwood within two business days of any order discrepancies. Fleetwood is not responsible for typographical errors.

Order status may be checked on our website: www.fleetwoodfurniture.com.

TERMS

Open account status is only granted after a credit application is submitted and approved by Fleetwood. New customers and international customers are cash in advance. Remittance to be sent to PO Box 1259, Holland MI 49422-1259 or sent via ACH transactions. Please contact Fleetwood Accounting department for details. Dealers with open account status and specific credit limits have payment terms of NET 30 from date of invoice.

CHANGE ORDERS OR CANCELLATIONS

Purchase orders received by Fleetwood are firm and may not be canceled or changed in whole or in part without written consent from Fleetwood. Consent will be determined by customer's agreement to pay any additional expenses that may be incurred resulting from the request to change or cancel the order.

SHIPPING TERMS

Fleetwood will determine the method and carrier that meets the delivery criteria. Shipments will be routed the best way using small parcel, LTL or truck load carriers. Shipments do not include inside delivery, liftgate or call-before notification and are subject to fees that are available upon request. All orders (unless previously determined per purchasing agreement) are subject to shipping costs. (Prices shown in price list do not include shipping costs. Rates vary based on carrier, expediting requests, and final destination.) Charges are prepaid and added to the invoice. All orders are shipped F.O.B origin. Merchandise title passes from Fleetwood to the consignee upon delivery to the carrier.

FREIGHT SHORTAGES AND DAMAGE

Buyers receiving goods must follow these instructions. Failure to follow these instructions may affect the costs for the delivery and replacement of damaged goods.

Buyer must count and thoroughly inspect all items for shipping damage before accepting delivery. If there is a shortage, please note the shortage on the delivery receipt. Note visible damage on the delivery receipt and show the driver. If damage has occurred, report this to Fleetwood within 5 business days. If it appears that damage could be possible, instruct the driver to open the carton and inspect contents. You have the right to accept partial shipments and refuse the remaining damaged units unless the items shipped via a blanket-wrapped carrier. If damages or shortages are not noted on the delivery receipt, the carrier and Fleetwood are relieved of further responsibility, and a claim may not be processed. Please save original packaging in case return shipment or inspection is required.

UPS or FedEx shipments: Inspect the shipment immediately following delivery for damage. Note all damage on the receipt and have the driver initial before you sign the receipt. Do not remove any damaged merchandise from the original carton until an inspection has been made or waived by the shipping company.

DELAYS

Orders will ship per the acknowledged ship date. If the customer requests a delay in shipment, the customer may be subject to fees associated with storage. Requests for delays must be submitted in writing. Fleetwood will provide a storage estimate based on the order size and storage terms. Fleetwood will make all storage arrangements.

RETURNS

Products may not be returned and will not be accepted without prior written consent by Fleetwood. Please contact your Fleetwood Learning Environment Project Coordinator to obtain a Return Authorization. Approved returns may be subject to restocking and other fees which will be determined at Fleetwood's discretion. Products returned must be received in new condition and will be assessed prior to issuing a credit. Non-standard product is not returnable.

STANDARD AND NON-STANDARD PRODUCT LEAD TIMES

Standard products with standard finishes published in the current price list have pre-determined lead times from receipt of order acknowledgment. Contact your Fleetwood Learning Environment Project Coordinator for current lead times. Lead times may extend if demand far exceeds forecast, which can occur during peak summer demand. Fleetwood encourages customers to place orders early to avoid this peak time.

Non-standard products and standard products specified with non-standard finishes may have longer lead times. Contact your Fleetwood Learning Environment Project Coordinator for more information. Fleetwood is not responsible for costs incurred due to delay of shipments.

QUICKSHIP PROGRAM

Fleetwood offers a variety of products on its Quickship program. The 2022 program is effective January 2022. The new storage products -- Designer 2.0 and Illusions 2.0 -- are available on Quickship May 2022. Evoke seating is also available May 2022. Quickship is designed to ship in 3 weeks. Order size cannot exceed \$25,000 list unless an exception is granted. Standard Dealer Net terms apply.

All products on Quickship are printed in blue ink within the price list. Request Quickship service level when placing order.

LIMITED LIFETIME WARRANTY

Fleetwood Group Inc. ("Fleetwood") warrants that Fleetwood brand products are free from defects in materials and workmanship for the life of the product, except as set forth below. This warranty applies to Fleetwood Branded Products delivered in the United States and U.S. territories. The warranty is valid from the date of delivery to the original end user and is non-transferable at its option and free of charge (for materials and components). Fleetwood will repair or replace with comparable product, any product, part or component that fails under normal use. If repair or replacement is not commercially practicable, Fleetwood will provide a refund or credit for the affected product. End user means the final purchaser acquiring a product from Fleetwood or a Fleetwood Authorized Reseller for the purchaser's own use and not for resale, remarketing or distribution.

EXCEPTIONS TO THE LIMITED LIFETIME COVERAGE

12 years: laminate, solid surfaces, natural wood tops, fabrics, casters, glides, levelers, hinges, drawer slides, locks, Rock seating surface and mechanism, Flip & Nest table mechanism, Illusions 2.0 learning wall whiteboards, Evoke shell-to-frame connections

5 years: plastic trays and plastic rails

3 years: electrical components, pneumatic and hydraulic cylinders, soft close hinges

WARRANTY DOES NOT APPLY TO PRODUCT DEFECTS, DAMAGE, FAILURE OR LOSS RESULTING FROM:

- Normal wear and tear (including, but not limited to, scratching of epoxy tops, maple block tops and phenolic tops, and ghosting on whiteboard desks, tables and Pages, and puncturing of the Rock seating surface)
- Failure to apply, install, reconfigure, or maintain products according to published Fleetwood or manufacturer instructions and guidelines
- Use of abrasive cleaners
- Abuse, misuse, or accident (including, without limitation, use or storage of product in unsuitable environments or conditions)
- Product exposure to water or other liquids
- Unauthorized alteration or modification of the product
- The substitution of any unauthorized non-Fleetwood components for use in the place of Fleetwood components

WARRANTY DOES NOT COVER:

- Products considered by Fleetwood to be consumables, such as Pages dry erase markerboards.
- Variations occurring in surface materials (e.g., colorfastness, matching grains, textures and colors across dissimilar substrates and lots), and natural aging found in materials such as wood
- Any non-standard products that were explicitly excluded from warranty coverage and captured in writing on the quote
- Other manufacturers' products (Fleetwood will pass along other manufacturers' warrantees.)
- Improper stacking or use of non-approved stacking cart for Evoke seating

WARRANTY PROVIDES EXCLUSIVE REMEDIES:

- Pursuant to this limited warranty, if a product fails under ordinary use as a result of a defect in materials or workmanship, Fleetwood will 1) repair or, at Fleetwood's option, replace the affected product at no charge with a new or refurbished product of comparable function, performance and quality or 2) refund or credit of the purchase price for the affected product if, at Fleetwood's discretion, Fleetwood determines that repair or replacement is not commercially practicable or cannot be timely made.
 - A product "defect" means an inadequacy in the materials or workmanship of the product that 1) existed at the time when you received the product from Fleetwood or a Fleetwood Authorized Reseller and 2) causes a failure of the product to perform under ordinary use in accordance with the materials and documentation for the product.
 - An "ordinary use" means use of the product 1) in conformance with all applicable local, state or federal laws, codes and regulations (including without limitation building and/or electrical codes) and 2) in accordance with manufacturer recommendations and/or instructions in the materials and documentation for the product.
 - A "Fleetwood Authorized Reseller" means any dealer that 1) is duly authorized by Fleetwood to sell the product, 2) is legally permitted to conduct business in the jurisdiction where the product is sold, and 3) sells the product new and in its original packaging.
- Replacement parts are covered for the balance of the original product warranty.

Fleetwood reserves the right to request that the damaged product be returned prior to granting a remedy.

THIS LIMITED WARRANTY IS THE SOLE REMEDY FOR PRODUCT DEFECT AND NO OTHER EXPRESS OR IMPLIED WARRANTY IS PROVIDED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FLEETWOOD SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES.

FLEETWOOD'S WARRANTY MAY BE AMENDED AT ANY TIME. CONSULT THE WEBSITE FOR THE MOST CURRENT EDITION.