

GENERAL INFORMATION

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HBF 2011 Price List Contents - General Information

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HBF Terms and Conditions of Sale

These Terms and Conditions apply to all quotations, orders, and contracts for Hickory Business Furniture, LLC (“HBF”) furniture products (“Products”)

Entire Agreement	<p>Our sale to you is limited to and expressly made conditional on your assent to the published Terms and Conditions of Sale, all of which form a part of our acknowledgment and which supersede and reject all prior writings, representations, negotiations with respect hereto, and any conflicting terms and conditions of yours, whether or not the acknowledgment is signed by you. Your acceptance of the HBF Products described on the face of the acknowledgment or payment therefore operates as acceptance by you of our Terms and Conditions of Sale.</p>
Order Entry	<p>To expedite order entry and to ensure proper service:</p> <p>Mail orders: HBF, PO Box 8, Hickory, NC 28603-0008</p> <p>Phone orders: 1.855.HBF.2020 or 828.328.2064</p> <p>Email orders: hbforders@hbf.com</p> <p>Fax orders: 828.485.2690</p> <p>All orders faxed or emailed and then mailed to HBF must be marked “Confirmation.” HBF will not be responsible for duplicate orders if purchase orders are left unmarked.</p> <p>Your order will be considered to be an offer by you to purchase the Products described on that order until it is accepted and acknowledged in writing by us. Unless we receive a communication from you concerning our acknowledgement, we will schedule production of your order by the end of the business day following the day we provide you our acknowledgment.</p>
Pricing	<p>Prices for the Products described in our acknowledgment shall be from our current and applicable published price list, as in effect at the time we acknowledge your order, less the discounts listed on our acknowledgment. However, if any order requests a delivery date more than one hundred twenty (120) days from the date of the order, then the applicable price list will be the current price list on the date of shipment.</p>
Payment Terms	<p>Payment terms are net thirty (30) days from the date of our invoice. If credit has not been established, full payment must accompany your order. We accept MasterCard, VISA and American Express.</p> <p>We reserve the right at any time to require you to provide us with reasonable assurances for due payment for the Products, and we may suspend any further performance of your order until you provide reasonable assurances of payment satisfactory to us.</p>
Deposits	<p>HBF reserves the right, in our sole discretion, to require you to submit a deposit with your order. The required amount of your deposit, if any, will be listed on our acknowledgment. All deposits become non-refundable once we begin production of the applicable order.</p>
Changes & Cancellations	<p>Prices published are suggested List prices. HBF reserves the right to adjust prices, specifications, and materials without prior notification.</p> <p>You may change or cancel an acknowledged order only with our prior written consent. Order changes and cancellations are subject to price and schedule adjustments and/or cancellation charges, as appropriate.</p>
Return of Merchandise Claims & Allowances	<p>Products may be returned only with our prior written consent and shipping instructions. You must pre-pay all related transportation costs. Authorized returns are subject to a minimum 35% restocking charge. Returned Products must be received in the original carton and in new condition. Damaged or used Products may be subject to an additional or full charge.</p> <p>No credit or allowance will be given for any repairs to damaged or defective Products unless we give you written permission to make the repairs. We reserve the right to have any Product returned (freight charges prepaid) to our factory for inspection. If your claim is justified, we will refund your freight costs and repair or replace the damaged Product at our expense and subject to the HBF Five Year Limited Warranty.</p>

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Over, Short & Damaged Product

If you receive damaged Product, you agree to accept delivery, note the damage on the freight bill, and file a claim immediately with the carrier. We suggest that for your protection all Products be inspected upon arrival at destination.

Concealed damage (damage which does not become apparent until the Product is unpacked) should be reported by you to the carrier in writing within fifteen (15) days of delivery, requesting an inspection. In the event the carrier fails to make the inspection, you should prepare an affidavit that you contacted the carrier on a certain date and the carrier failed to comply with your request. This, along with your other shipping papers, will support your claim.

In the event of overage or shortage, regardless of carrier, you shall not accept the shipment until such overage or shortage is noted on both the bill of lading and the freight bill. In the case of an overage or shortage on our truck, you shall notify our factory immediately.

Packing

All cartoned shipments are packed to conform to specifications as outlined in the Uniform Freight Classification. Pricing includes cartoning of all Products.

Shipments

HBF will determine routing. Refer to our Guaranteed Freight Program, as in effect at the time of our acknowledgment, for details on our optional guaranteed freight program.

A \$25.00 charge will be added to your invoice for prepaid freight requests when not using our Guaranteed Freight Program. Requests for specific carriers are subject to our approval. We will not drop-ship to an end-user customer without that customer’s prior approval. We reserve the right to split-ship orders.

Insurance

HBF carries the following insurance:

- Worker’s Compensation Insurance (or its equivalent) in accordance with the requirements of applicable law.
 - Employer’s Liability Insurance – \$1,000,000 policy limit.
 - Motor Vehicle Liability Insurance – \$1,000,000 combined single limit.
 - Commercial General Liability Insurance (including Products, Completed Operations, and Contractual Liability) – \$1,000,000 per occurrence of bodily injury and property damage; \$1,000,000 per occurrence of personal and advertising injury; \$2,000,000 annual general aggregate; and \$4,000,000 Products and Completed Operations annual aggregate.
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Storage by HBF

HBF has made no provision for storage of Products ordered by you. If you are unable to accept delivery of Products as scheduled for any reason, you are solely responsible for providing new shipping instructions to HBF and for all costs associated with any delay.

Storage by Owner

Due to the inherent nature of wood products, HBF does not warrant any Product stored or set in place in an environment where temperature and humidity are not controlled. Temperatures must be maintained within a range of 50-80 degrees F (or 10-27 degrees C); the relative humidity must be maintained between 25% and 40%.

Warranty

We warrant HBF Products in accordance with the HBF Five Year Limited Warranty, as in effect at the time of acknowledgment, the terms of which are incorporated by reference into these Terms and Conditions of Sale.

Force Majeure

We will not be liable for any failure to deliver Product when delivery is prevented by any cause beyond our reasonable control. Causes beyond our reasonable control will include, without limitation, acts of God, war, terrorism, insurrection, epidemic, labor disputes, inability to obtain raw materials, supplies, labor or transportation, or any act of governmental authorities.

Limitation of Liability

IN NO EVENT WILL HBF BE LIABLE TO YOU FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR ANY OTHER SIMILAR DAMAGES, INCLUDING, BUT NOT LIMITED TO, THE LOSS OF PROFITS OR REVENUES, LOSS OF USE OF PRODUCT OR COST OF SUBSTITUTE PRODUCT, BASED ON OR ARISING FROM ANY BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY.

General

These Terms and Conditions of Sale: (a) shall be binding on the parties and their respective successors and permitted assigns; (b) may not be amended or modified unless such amendment or modification is made in writing and signed by both parties; and (c) may not be assigned by either party without the prior written consent of the other party. No provision of these Terms and Conditions of Sale may be waived unless such waiver is made in writing and signed by the party to be bound thereby.

HBF Terms and Conditions of Sale

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Governing Law, Venue & Waiver of Jury Trial

The laws of the State of North Carolina shall govern the interpretation, validity and enforceability of these Terms and Conditions of Sale, excluding North Carolina law with respect to conflicts of law. The rights and obligations of the parties shall not be governed by the 1980 United Nations Convention on Contracts for the International Sale of Goods. The parties agree that court proceedings, actions or suits which may be brought by either party against the other party under, related to or by virtue of these Terms and Conditions of Sale or the provision of Products shall be brought exclusively in a court of competent jurisdiction in the State of North Carolina and each party hereby covenants and agrees to submit to the exclusive jurisdiction of such court in the event such party is named as a party in any such proceedings, actions or suits. The parties hereby agree that any court proceedings, actions or suits which may be brought under, related to or by virtue of these Terms and Conditions of Sale or the provision of Products between the parties shall be determined by a court sitting without a jury. **THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL.**

No other Contract Provisions

There are no representations, agreements, obligations, or conditions (express or implied, statutory or otherwise) relating to the subject matter hereof, other than as herein contained, and these Terms and Conditions of Sale shall be incorporated and become a part of any agreement between the parties with reference to the purchase of our Products.

HBF Environmental

Environmental

HBF is committed to follow the path towards sustainability and regularly reviews its manufacturing processes and use of materials to support this philosophy. The company has pledged its research and development capabilities to investigate new materials and environmentally conscious manufacturing processes to secure ecologically responsible alternatives.

HBF has taken steps to improve upon processes it can control and contributes towards wider issues it can influence. Therefore, HBF has made a decision to reduce the environmental impact of its products in the workplace environment and community as a whole.

Recycled Materials

HBF Price Lists include the post-consumer (PC) and post-industrial (PI) recycled content percentages for all seating products where applicable to serve as a roadmap for those who wish to quickly identify environmentally sound products.

HBF made a strategic decision to transition away from standard particleboard materials and implement Green-Blend particleboard wherever possible in its top selling lounge collections. Green-blend particleboard cores are produced with no added Urea formaldehyde and contribute towards LEED-CI Rapidly Renewable Materials points (MR Credit 6) and Recycled Content points (MR Credits 4.1 and 4.2.)

- Green-Blend is SCS certified 100% pre-consumer recycled wood fiber particleboard that has no urea Formaldehyde added during the manufacturing process. It combines low emission standards, certified recycled content and sustainable raw materials with the reliability of a proven industry track record of wooden based particleboard.
- Third party testing verifies Green-Blend formaldehyde emissions (0.00-0.001ppm) are no greater than levels occurring in ambient outdoor conditions. Green-Blend formaldehyde emissions compare favorable with agri-fiber products and wood-based composite panels using MDI resin.
- Green-Blend is a superior alternative for all particleboard applications that require a tighter emission control and contribute heavily towards achieving Leadership in Energy and Environmental Design (LEED) credits for materials and resources.

Recycled Content MR 4.1 and MR 4.2,
Regional Materials MR5.1 and MR 5.2,
Environmental Quality EQ 4.4

The transition to Green-Blend is significant and provides a much larger impact toward the attainment of LEED credits when considering HBF products on LEED related projects. In some cases, the dollar contribution toward credit attainment is increased by more than 440% for Recycled Content points (MR Credits 4.1 and 4.2)

HBF Environmental

GREENGUARD®

All HBF seating products are GREENGUARD Indoor Air Quality Certified. HBF casegood products, conference tables and occasional tables are GREENGUARD Indoor Air Quality Certified when utilizing approved core and finish materials.

GREENGUARD Environmental Institute (GEI) established performance based standards to define goods with low chemical and particle emissions for use indoors, primarily building materials, interior furnishings, furniture, cleaning and maintenance products, electronic equipment, and personal care products. The standard establishes certification procedures including test methods, allowable emissions levels, product sample collection and handling, testing type and frequency, and program application processes and acceptance.

GREENGUARD Certification is a valuable tool for architects, designers, product specifiers, and purchasing organizations that choose to locate, specify, and purchase low-emitting products for indoor environments. Low VOC is recognized as a key attribute of “green” building materials in the indoor environment. Indoor air quality has been shown to support productivity, satisfaction, and well-being in indoor spaces, such as healthcare, education, and other commercial spaces.

For more information regarding the GREENGUARD Environmental Institute, please visit www.greenguard.org.

HBF ecoScorecard

The HBF ecoScorecard is an online tool available for consumers to identify environmentally sensitive products. The calculator is also a highly useful vehicle to calculate the contribution of HBF products towards the attainment of LEED credits.

The HBF ecoScorecard offers the following benefits:

- Automated assistance with LEED documentation
- Customized review and comparison of multiple products
- Ability to print, download and/or email LEED Specification Sheets and analysis information for all products that contribute to the rating system
- Reduced time and cost associated with LEED research and documentation
- Accurate and straightforward information on product attributes and LEED contribution
- Assists specifiers in demonstrating how HBF products apply to real-world, high performance green building needs

For more information regarding HBF’s ecoScorecard, please visit <http://hbf.ecoscorecard.com>.

HBF General Information

Engineering

HBF products have been engineered to provide the structural integrity necessary to assure customer satisfaction in today’s high performance areas. Seating has been engineered to provide proper body support to the user.

Specifications of construction techniques for HBF products are available upon request.

Performance Testing

HBF voluntarily tests a majority of its products to the rigid testing requirements as set forth in accordance with BIFMA and ANSI standards.

A number of HBF seating products have been tested for bariatric use. On average, a person exerts one and a half times their body weight in force as they sit down into a chair, known as “shock load” (a person weighing 200 pounds exerts a force of 300 pounds). HBF bariatric products have met a 500 pound shock load test. Bariatric testing approval is noted within the price list for each applicable seating product.

Information on testing procedures is available upon request.

Care and Maintenance

HBF upholstery fabrics should occasionally be vacuumed to maintain their quality and appearance. For cleaning spots and stains, consult a professional cleaning service. HBF upholstery leather should be dusted along with other furniture, avoid use of oils, waxes, etc. Leathers may occasionally be cleaned with a clean, soft, dampened cloth.

HBF employs a multi-step finishing process culminating in the application of a highly durable, chemical resistant topcoat. The finishing material provides for unusual durability and resistance to everyday chemical compounds such as alcohol, mustard, vinegar and nail polish remover.

Due to the protection offered by this finish, the care for HBF furniture simply requires gently dusting the surface with a soft, moist, lint-free cloth. This should be followed with a drying cloth. Since dust can act as a potential abrasive, improper rubbing can result in fine hairline scratches.

The application of any commonly available furniture polish should be avoided. Wood Finish Touch-up and

HBF Wood Finishes

Wood Species All external wood parts used in the manufacture of HBF wood products are of the highest grade solids and veneers. Veneer options per product series are indicated with each product. These, like all natural materials, are subject to variation in grain and coloration. It is important that you consult the specifications for each product group to determine wood species available.

Finishes HBF finishes have been developed to be compatible with finishes in today's market. Finish specifications must be shown on each order.

STANDARD WOOD FINISHES

HBF offers a variety of standard wood finishes on multiple veneer options. Please refer to the veneer and finish matrix in the price list for each product series to determine finishes and veneers available for that product line.

1. Finished pieces may vary in tone and character. No guarantee can be made of an exact match.
2. All HBF products have a 30° sheen.
3. Wood finish touch-up kits are available for HBF standard finishes, see HBF Care and Maintenance Kits.

CUSTOM WOOD FINISHES

Custom wood finish samples must accompany the purchase order.

Orders specifying custom wood finishes will be scheduled into regular production upon receipt of an approved custom wood finish panel.

An upcharge of **5% Net** per seating unit, with a minimum upcharge of **\$500 Net** per order, will apply for any custom wood finish.

An upcharge of **5% Net** per **occasional table** unit, with a **minimum** upcharge of **\$500 Net** per order, will apply for any custom wood finish.

Contact HBF Customer Service for upcharges on large quantities.

HBF Care and Maintenance Kits

	Description	List Price
6368-10	Wood Finish Touch-Up Repair Kit	50

Specific HBF finish must be noted on order when ordering the Wood Finish Touch-up Repair Kit. Please select from the following finishes:

- 01 Centennial
 - 02 Espresso
 - 03 Imperial
 - 05 Tuscan
 - 06 Amber
 - 07 Chestnut
 - 09 Onyx
 - 10 Honey
 - 11 Amazon
 - 12 Wheat
 - 16 Caramel
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HBF 5 YEAR LIMITED WARRANTY

Warranty Subject to the limitations and exclusions set forth below, Hickory Business Furniture, LLC (“HBF”) warrants to the original purchaser that all HBF brand products will be free from defects in material and workmanship, under normal commercial office single shift use and conditions, for a five year period commencing on the date of shipment. During the warranty period, HBF will replace, or at its option, repair locally, repair at its factory, or return the purchase price of any HBF brand product that, upon inspection by HBF, is determined to be defective in material or workmanship covered by this warranty. All warranty claims must be made in writing by the original owner. The owner may be required to produce the invoice or other evidence to establish that a claim is within the warranty period.

Exclusions This warranty does not apply to:

- Fabrics, leathers, vinyls and other textile materials.
- Normal wear and tear during ownership, such as dents, nicks, scratches, and fading.
- Damage resulting from accident, alteration, misuse, or improper installation or maintenance.
- Damage caused by the carrier in-transit, which will be handled under separate terms.
- Modifications or attachments to the product that are not approved by HBF.
- Products used for rental purposes.

Wood Furniture Wood owes its inherent beauty to variations in color, grain, and texture, therefore, these variations are not considered defects. Due to the natural color and grain variances of wood substance, the final finish color, texture and grain may vary from one furniture piece to another even though they are finished at the same time. Exposure to light and the aging process will cause changes in surface color of natural wood products. Light finishes on wood products do not mask the natural characteristics of wood. HBF does not guarantee the exact matching of grain, pattern and color.

Products will not be replaced because of these conditions:

- Natural variations in wood grain, veneer figure, character marks, texture or color
 - Prominent evidence of natural characteristics of wood when light finishes are selected.
 - Variations in finish from one piece of furniture to another.
 - Changes in finish surfaces due to exposure to light and/or the natural aging process.
 - Damage, marking or staining of veneer surfaces due to contact with rubber or similar compounds, damage from sharp objects or imprint from writing instruments, and prolonged exposure to sunlight.
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Exclusive Remedy Replacement, repair, or return of purchase price in accordance with the provisions of this warranty will be the buyer’s exclusive remedy for and will constitute satisfaction of any and all liabilities of HBF with respect to claims for any non-conformance or defect whatsoever in HBF brand products, whether based in warranty, contract, tort, negligence, strict liability, or otherwise.

Disclaimers This express warranty of HBF brand products is exclusive and in lieu of all other warranties, conditions and terms as to the quality or fitness of such products, whether written, oral or implied, statutory or otherwise, including without limitation, any warranties or conditions of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and all such other warranties, conditions and terms are hereby disclaimed and excluded by HBF. No HBF dealer, agent or other representative has any authority to make any warranty or representation on behalf of HBF with respect to HBF brand products or any other product or service.

IN NO EVENT WILL HBF BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR ANY OTHER SIMILAR DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OF PRODUCT, OR COST OF SUBSTITUTE PRODUCT, BASED ON BREACH OF WARRANTY OR CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.