MAYLINE Terms & Conditions Price List
Effective April 1, 2013

How To Order

Send orders to the attention of Order Desk at orderdesk@mayline.com, and include for every item ordered:

- Quantity
- Model Number and Description
- Laminate Color
- Paint Color
- Fabric Color (if necessary)

All orders will be confirmed via acknowledgement. It is the dealer's responsibility to review the confirmation to insure order accuracy. Laminate and Paint colors can be viewed at www.mayline.com.

Mayline

619 North Commerce Street • P.O. Box 728 • Sheboygan, WI 53081-0728
Ph. 800-822-8037 • (In Wisconsin, call 920-457-5537) • Fax: 920-457-7388
Web Site: www.mayline.com
Remittance Address: Mayline • PO Box 3090 • Milwaukee, WI 53201

Terms

With approved credit, 1% 15 days from date of invoice or net 30 days. Cash discount applies against billing date and cannot be taken against freight charges. Past due accounts are subject to interest at the maximum rate permitted by law. Cash discount does not apply to credit card orders.

Pricing Policy

Prices and specifications are subject to change without notice. Pricing shall be based upon the price list in effect at the time the order is entered. Mayline reserves the right at any time to alter design, and to substitute materials and parts to a particular standard unit at time of shipment as may be necessary.

Additional Packaging (Outside Contiguous U.S.)

Shipments destined for Alaska, Hawaii, the northern provinces of Canada, and other locations outside the contiguous 48 states, may require special packaging and/or crating to insure proper handling by the freight carrier and prevent damage to the destination. Dealers will be notified of these additional costs upon request, or at the time the order is entered.

Bulk Packaging

All large orders will be bulk packed unless your purchase order specifically requests otherwise.

Changes, Cancellations, and Custom Orders

All changes or cancellations to orders are subject to Mayline's approval. For standard product orders already in production, approved changes are subject to modification surcharges and approved cancellations are subject to invoicing for up to the full amount of products already in production and cancellation surcharges for remaining items.

In the event the customer requests a delay in shipment from the original scheduled ship date, storage charges for completed product may apply.

Because of the unique nature of the e5, Upholstered Seating, Mobile Aisle, and Mailflow Systems product lines, orders for these product lines are NON-CANCELABLE AND NON-RETURNABLE.

All custom orders for non-standard products are subject to minimum order quantities, upcharges, and extended lead-times. Please contact Mayline for details. Custom orders are NON-CANCELABLE AND NON-RETURNABLE.

Custom Finishes

Requests for custom finishes are subject to approval by Mayline. Upcharges, minimum order quantities, and extended lead-times may apply.

Custom Laminates: For non-standard, high-pressure laminates, a minimum order quantity (per laminate) of 5 units and a $50 net/unit upcharge applies.

Custom Paints: For non-standard paint finishes, the order must have a minimum size of $5,000 list. The upcharge is 10% of net, with a minimum order charge of $400 net and maximum charge of $2,000 net.

Shortages and Damage

Mayline will be responsible for filing claims, in their name, for damaged or lost freight and sending out replacement orders at NO CHARGE under the following conditions:

1. Product is shipped via a Mayline specified common carrier.
2. Noticeable damage to the carton or product, and/or missing product must be noted on the delivery receipt. Brief descriptions of the damage are also necessary, i.e. "two File Harbor cabinets damaged near top front, and one C-File carton punctured."
3. All product and packaging must be saved for 30 days to allow carrier to inspect or pick up.
4. The dealer must call Mayline at 1-800-822-8037 to report the damage or shortage situation to Customer Service.

For cases of concealed damage, Mayline will take responsibility for placing the freight claim under the following conditions:

1. Product is shipped via a Mayline specified common carrier.
2. Damage is reported to the carrier and Mayline within 7 calendar days of receipt.
3. Replacement orders will be sent out at a charge.
4. Mayline will credit the dealer 2/3 of the invoice amount for the product (responsibility: 1/3 to carrier, 1/3 to Mayline, and 1/3 to dealer).

If the dealer specifies their own carrier, they assume full responsibility for any freight claims. This includes collect and 3rd party billing shipments. Under these circumstances, replacement orders will be sent out at a charge.

Returns

All merchandise requested to be returned to the originating manufacturer must first be approved and issued a ***Return Goods Authorization (RGA)*** number. Please contact the customer service department for an authorized return goods number. All returned product must be packed in original cartoning, unused, and in sellable condition. Only product shipped from the originating manufacturer within the past 30 days may be returned. All product must be returned within 30 days of return authorization date or RGA will be cancelled. **e5, Mobile Aisle, Upholstered Seating, and Mailflow Systems products are considered custom and cannot be returned.**

A 30% refurbishing charge will be applied on all authorized returns for resalable merchandise. The customer is required to pay for the return freight costs. Product must be returned in good condition or the restocking fee may be increased accordingly. If product is poorly packaged and damaged, the freight claim must be pursued by the dealer. Mayline will not issue credit.

All items purchased from wholesale distribution, must be returned through the wholesaler.

Products returned to Mayline without **Return Goods Authorization (RGA)** are assessed original freight charges and all return costs. RGA terms and guidelines are applied. *In some instances a debit balance may be due from the dealer/wholesaler if costs exceed product amount.

Taxes

Resale and/or exemption certificates are required for the state in which the purchaser is located. In the event the Seller is not registered to collect sales tax in the state of the Purchaser, the Purchaser is required to remit any applicable sales tax to its state and local taxing authority.

Customer's Own Material

For C.O.M. orders, please contact our Customer Service Department for details and restrictions for laminates and fabrics not provided by us.

Terms & Conditions *continued*

Special Notice

Conditions or trends occasionally necessitate minor changes in materials, color, or design. Specifications and pricing are subject to change without notice.

Shipping and Freight Allowance – NEW PROGRAM

All products ship via select common carrier f.o.b. shipping point (origin), with freight charges prepaid by Mayline. This is for dock-to-dock and FedEx Ground shipments only. These terms apply to shipments within the 48 contiguous states. Any accessorial charges for lift gate, inside delivery, call-in-advance, etc., are the responsibility of the dealer. If dealers are requesting shipments with a third party carrier or will-call, an extra 10% discount will be applied to the order and 3rd party account number will be required.

U.S.-billed dealers shipping into Canada will pay all freight charges dock-to-dock and must also provide their own broker and pay any fees or associated taxes. As a result of the dealer paying the freight, third party bill only, they will be allowed an additional 10% discount off of their standard discount. If Mayline provides the carrier and broker, the dealer will be charged for exact freight charges, plus a $75 broker fee, and associated taxes.

Accessorial Charges

Requests for inside delivery and lift gate/tailgate services should be included on original purchase orders and are subject to approval by Mayline. A $75 charge for inside delivery and $100 for lift gate/tailgate will be added to the invoice. Additional charges may apply based on order volume. Contact Customer Service for a quote.

In the event that inside delivery and/or lift gate/tailgate services are unforeseen, but required to complete the delivery, both the dealer and Mayline must agree to these services and subsequent invoicing by Mayline of the charges described above.

Inside delivery is defined as when carrier moves all or part of a shipment to a position beyond the point directly accessible or immediately adjacent to the delivery vehicle.

If a consignee is responsible for causing a re-delivery, a $50 charge will be invoiced.

Other special services will be billed at actual charges, including but not limited to:

- Storage
- Extra Labor
- Driver Assist
- Guaranteed Timekeeper Delivery
- Call Before Delivery
- Residential Zoned Delivery
- High Cost/Remote Region Delivery (i.e. New York City)

All orders from **Gold dealers** will be covered under this policy regardless of order size. Purchase orders must reflect October 1, 2011, list pricing with standard discount.

Orders from **Silver and Bronze dealers** will ship free on purchase orders of $2,500 or more (also using October 1, 2011, list prices) with standard discount. Orders less than $2,500 current list will incur a $75 fee for LTL shipments or $15 for small parcel shipments.

Will Call Program

Will Call services will be provided at our distribution center (Little Rock, AR). Customers picking up their products utilizing this program will receive an additional 10% discount. Program details:

- In-stock products will be available to pick up 24 hours after receipt of acknowledgement.
- Hours of pick up are 6:30 am to 4:30 pm, Monday-Thursday. 6:30 am to 2:30 pm Friday.
- Customer must specify the pick up time and date on all Will Call orders.
- If the customer does not specify a date and time, the order will go into "pending" status and not be available for shipment until a written date and time are provided.
- Orders not picked up within 48 hours of the specified time and date will be subject to a restock charge and/or cancellation of the order.

LIMITED LIFETIME WARRANTY – Effective October 1, 2011

Mayline promises to repair or replace any Mayline brand product or component manufactured after 1/1/2000, that is defective in material or workmanship for as long as the original purchaser owns it. This is the sole and exclusive remedy. This warranty is subject to limitations, exclusions and other provisions detailed below.

Limitations involving materials and components:

The materials and components listed below are covered according to the following schedule from the date of sale:

Ten Years: Electrical components, seating controls, seating pneumatic cylinders, wood seating components.

Five Years: Fabric and leather seating upholstery, seating foam, seating armrests, chrome seating components, veneer finishes, and any Kwik-File shelving, cabinets, or mobile systems and components that are either moving parts, or controls and guides that are in contact with moving parts.

Three Years: 4-Post wire shelving and wire components.

Exclusions:

This warranty does not apply to:

- Normal wear and tear, which is to be expected over the course of ownership.
- Damage caused by the carrier in-transit, which will be handled under Mayline's Freight Damage policy.
- Modifications or attachments to the product that are not approved by Mayline.
- Products that were not installed, used or maintained in accordance with product instructions and warnings.
- Products used for rental purposes.
- COM fabric is not covered under this warranty.

Seating Usage:

Normal commercial usage for seating is to be defined as the equivalent of a single shift within a 40-hour workweek. To the extent that a seating product is used in a manner exceeding this, the applicable warranty period will be reduced in a pro-rata manner *(excluding Model 2424AG which is warranted for multiple shifts).*

The Event Series:

Mayline will warrant the materials and components of The Event Series products for a period of five years. The warranty does not apply to normal wear and tear, damage caused by the carrier in-transit, modifications or attachments to the product, or where the product is not installed. This product must be used or maintained in accordance to the instructions. See specific table labels for maximum weight load capacities. These limits are based on the weight being evenly distributed, allowing for ¼" deflection. This warranty does not cover any products used for rental purposes.

Note: *Some natural variations occurring in wood or leather materials are inherent in their character, and cannot be avoided. Mayline does not warrant the color-fastness or matching of colors, grains, or textures of such materials.*

TO THE EXTENT ALLOWED BY LAW, MAYLINE MAKES NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED. MAYLINE WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.