



Terms and Conditions/Limited Warranty

Prices:

All list prices are F.O.B. our factory and are subject to change without notice. Prices do not include shipping or crating; which are considered additional charges and must be requested to be included. Any special quotation or pricing must accompany the written purchase order.

Cancellation or change of orders may be subject to additional charges and/or restocking fees.

Minimum Requirement:

A minimum order amount of \$462.50 (list) is required for any non-standard finish per each color due to the minimum material purchase requirement from our vendor.

Order Procedure:

Please send all orders by email to:
order@ideal-manufacturing.com

All orders are accepted upon the release of our sales confirmation. Any changes or discrepancies must be noticed on the same day the order is placed.

For prompt delivery, all orders must include:

- Purchase order number
- Billing address
- Ship-To address and phone number
- Description of product, finishes and hardware
- Refer to quote number where applicable

Cancellations and changes:

All acknowledged orders are considered as final and are not subject to change or cancellation without approval by (IMI) Ideal Manufacturing.

Cancellation charges of up to 40% of the order value may apply. Ideal will not accept changes to special or custom items once scheduled for production.

Orders with special High Pressure Laminates (HPL), veneers or materials cannot be changed or cancelled.

Authorized order revisions may be subject to rescheduled shipping dates as well as price readjustments and will be re-acknowledged.

Rush Orders:

A 20% upcharge on rush orders will be made upon factory approval.

Shipping:

Customers may select any carrier of their choice. It is the responsibility of the carrier to inspect all furniture prior to loading. The responsibility of IMI ceases once the shipment is loaded and signed for by the carrier. Signing for the shipment acts as an acknowledgment that it was received in good condition. Damage or shortage claims must be made when carrier takes possession. Damage that occurs in transit is not the responsibility of IMI.

Damaged Merchandise/Claims:

All merchandise is inspected and packed prior to shipment. It is the responsibility of the dealer to file a claim for any damage or loss in transit directly with Ideal. Obvious damage or shortages should be noted on the freight bill and a claim filed immediately with IMI.

Concealed damage should be reported to IMI immediately upon discovery. Any claims against IMI for apparent defects, errors or shortages must be made by the purchaser, in writing, within ten (10) working days after delivery. Failure to make a claim within ten (10) days shall constitute as acceptance of the goods and a waiver of any apparent defects, errors or shortages.

Storage:

If the buyer cannot accept delivery when the merchandise is ready, we reserve the right to transfer the goods to storage. Costs of transfer and storage will be charged to the buyer's account, and we will deem such transfer as constituting the shipment for all purposes, including invoicing, as the date the transfer is made.

Delivery:

We are not liable for delay or failure of delivery due to strikes and/or differences with workmen, war, riot, fire, compliance with government regulations, acts of nature, failure or delays of sources of supply, or any other causes beyond our control.

Returns:

Returns will not be accepted without prior written approval by IMI. Returns must be authorized by IMI. It is the responsibility of the purchaser to properly protect all products for return shipment. No merchandise may be returned without prior approval. Unauthorized returns will not be accepted. A 35% restocking fee will be charged on authorized returns. Returns requiring repair or refurbishing are subject to normal labor and material charges.

Construction- Specifications:

All items are produced according to price list specifications unless otherwise advised. All dimensions shown are approximate. IMI reserves the right to make modifications and/or improvements without prior notice.

Design/Specification:

IMI reserves the right to modify published designs, specifications, and details, and/or delete product models without prior notice. Product dimensions are approximate. IMI assumes no liability for errors or inaccuracies in product literature.

Compliance with Law:

Purchaser is solely responsible for compliance with all applicable Federal, State and Local laws, ordinances, regulations, rules and standards relating to the installation, maintenance, use and operation of products.

Errors & Omissions:

All quotations, acknowledgements and invoices are subject to change for any errors and omissions.

RIGHTS AND WARRANTIES — LIMITED 5 YEARS WARRANTY

This warranty is given to the initial purchaser and is valid from the date of purchase, for as long as the initial purchaser owns the product. This warranty covers defects in material and craftsmanship found during normal usage of the product during the warranty period. If the product is defective, and if written notice of the defect is given to IMI within the applicable warranty period, IMI, at its option, will either repair, replace the defective product with a comparable component or product or refund.

This warranty applies to all products except as noted below:

High wear parts, such as wood veneer, fabrics, and other covering material/finishes, foam, glides, slides, casters, locks etc. are warranted for one (1) year. This warranty does not apply to damage caused by a transportation carrier; alteration to the product not expressly authorized by IMI, products considered to be of a consumable nature such as light bulbs, light ballasts, transformer etc. It also does not apply to "Customer's Own Material" (i.e. material specified by the customer that is not a standard IMI offering) used in the manufacture of IMI products.

WARRANTY EXCEPTIONS:

- Laminated boards such as table tops, are warranted for six (6) months period from the final invoice date. While variables such as storage and installations by the 3rd party after pick up by a 3rd party, the warranty is automatically voids due to above variables. Table tops(worksurfaces) should be stored in consistent environment in terms of moisture & temperature, in a 90° vertical or evenly flat status. A product will not be considered defective if it is not properly stored or installed in a proper manner and IMI will not be obligated to replace it.
- Natural variations occurring in surface material, such as colorfastness, matching grain, wood grain figure, presence of character marks, textures and colors across dissimilar substrates and lots
- Matching of colors, grains, textures
- Changes in surface finishes due to aging or exposure to light
- Damage, marking or staining of surfaces due to contact with rubber or similar compounds
- Damage from sharp objects or imprinting from writing instruments, computer equipment or prolonged exposure to fluids or sun
- Checking or delaminating due to changes in temperature or improper care or storage

- Damage caused by misuse or improper care

IMI does not warrant the matching of colors, grain or texture, except to within commercially acceptable standards.

A product will not be considered defective if it is not installed in a proper manner (i.e. product not leveled, not secured properly, etc.), and IMI will not be obligated to replace it.

Except as noted above, IMI makes no express or implied warranties to any product, and in particular makes no warranty of fitness for any particular use. At IMI's option, product repair and replacement is the customer's exclusive remedy for any and all product defects.

IMI shall not be liable for consequential, economic, or incidental damages arising from any product defect.

Some variation in finishes is characteristic, in terms of color and texture, and does not constitute as a defect.

This Limited Warranty is NOT applicable to end-user customers who use IMI products for rental purpose and is effective only for products, parts, or components purchased.