

TERMS & CONDITIONS

ORDERING & GENERAL INFORMATION

ORDERS

All orders must be submitted in writing either by fax or e-mail. Specify each item by its product code and the corresponding model description, finish, upholstery and options offered in the price list. If the customer's current product order must match a previous order, Leland International must be notified. A sample product from the original order must be submitted at the expense of the customer to assure uniformity of finish and construction. Orders with missing or incorrect information such as model, finish, color, pricing, etc. will be scheduled upon receipt of correct and complete information.

Leland products are specified for and installed in a variety of end user applications. It is the responsibility of the purchasing party to understand the end user's intent and purchase products appropriate for that application. Leland takes no responsibility for incorrect specifications. Acceptance and fulfillment of any purchase order does not imply that the product is suitable for a certain application. Leland will only warranty products that have been installed in applications for which they were designed.

If multiple delivery schedules are required, the customer must submit separate purchase orders for each delivery date.

ACKNOWLEDGMENT

Orders are only accepted by issuance of our formal acknowledgment. It is the purchaser's responsibility to check acknowledgements and invoices for accuracy. If there is any discrepancy, the customer must notify Leland International within 72 hours. Failure to notify Leland International within this time period will constitute acceptance of the order as acknowledged, and our acknowledgment is final and binding.

WOOD FINISHES

Wood finishes can be light sensitive; therefore, care should be taken to avoid placing chairs in areas exposed to intense natural light. Due to variations common to all wood species, the color and grain characteristics of the finish samples may not exactly match that of the finished product. Should an exact match be required, the specific Leland wood chip being matched should be returned to Leland for order matching. Custom finishes must meet factory approval and are subject to a \$100.00 minimum net mixing charge. Please allow up to three weeks to prepare the custom wood finish match sample. Orders will be rescheduled for production if custom finish match approval is not received two (2) weeks prior to the original ship date. Due to limitations of the raw materials and the natural background color of wood, not all colors can be successfully reproduced. The suitability of a color for custom finish matching cannot always be determined beforehand.

This is especially true in the case of custom colors submitted on non-wood products. If we are unable to produce a commercial match to your custom color, you will be notified at the earliest possible date, and no charge will be levied. Since wood finishes are sensitive to the elements, Leland cannot guarantee that finishes on separate orders will match. If additional product is ordered to match an existing order, a sample piece from the installed order must be sent to Leland to ensure a match of finishes.

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LAMINATES

The following laminates are considered to be standard and are usually in stock.

FORMICA® [view here](#)

Standard finish

-58 (matte finish) -43 (artisan)

Standard thickness

Grade 12, .035"

Standard selections

Color Portfolio, patterns, wood grains (with exceptions) (10 grade can be ordered special, 20 grade is available in limited colors)

WILSONART® [view here](#)

Standard finish

-60 (matte) -38 (fine velvet texture)

Standard thickness

350.40 General Purpose, .050"

Standard selections

solids, patterns and woodgrains (with exceptions)

PIONITE® [view here](#)

Standard finish

SD (suede)

Standard thickness

G48 General Purpose, .048"

Standard selections

solids, patterns, stones, woodgrains (with exceptions)

Leland tables may be ordered with any laminate recommended for application on horizontal surfaces. For table pricing and lead times using laminates not listed above or laminates from Laminart and Abet Laminati, please contact Leland's Customer Service Department.

CUSTOMER'S OWN MATERIAL (COM)

Leland International reserves the right of preliminary approval of all COM, prior to order acceptance. Even after such preliminary approval, Leland International reserves the right to reject COM if, upon physical inspection of the COM, it proves unacceptable for use on Leland International products. When this occurs, the customer will be notified in writing with an explanation of the problem. A written release from the customer will be required for the order to be processed.

Leland International cannot assume responsibility for durability, appearance or other qualities of customer's own material on the finished product and does not give any warranty with respect to COM. At Leland International's discretion, additional yardage, labor charges, or handling surcharges may be required as a condition of COM acceptance. COM delivered to Leland International without proper identification may be refused, and Leland International shall have no responsibility for loss or any other claims. Excess fabric will not be returned unless specifically requested in writing.

Please contact the Leland Customer Service Department for yardage requirements on all COM fabrics which are patterned or narrower than 54 inches wide.

Orders using COM may be rescheduled if the COM has not been received two (2) weeks prior to the original ship date. Every effort will be made to avoid a delay and to complete the customer's order within the standard lead time.

All shipments of COM to Leland International must be sent prepaid. COM should be sent to:

LELAND INTERNATIONAL

5695 Eagle Drive SE

Grand Rapids, Michigan 49512

COM packages must include the following information:

- Name of customer
- Purchase order number to which the material is to be applied and Leland Sales Order, if known.

Purchase orders specifying COM must include the following:

- Indicate which side of fabric is to be exposed (manufacturer's implied face will be used if no side is indicated by the customer).
- If fabric is stripe or pattern, specify vertical or horizontal upholstered application (fabric will be applied off the bolt if no direction is indicated by the customer).
- COM suppliers' name, fabric number and quantities of pieces to which the material is to be applied.

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CALIFORNIA TECHNICAL BULLETIN 133 [TB 133]

TB 133 is a full scale fire performance test of complete articles of seating furniture. Some Leland International products in combination with a variety of upholstery fabrics have been tested and are in compliance with TB 133. Test documentation is available upon request. If you wish to specify Leland products that have not been tested for compliance with TB 133 please consult Leland Customer Service Department for TB 133 testing cost information.

In order for Leland products to comply with TB 133 the foam must be protected with a fireblocker or a special fire retardant foam must be used. For those products that must comply with TB 133 there will be a net charge of \$15.00 per chair or \$100.00 per minimum order for fire blocker laminating or fire retardant foam. Lounge seating will incur additional charges. Please contact Leland International for a CAL 133 quotation on all lounge seating.

Since TB 133 tests furniture and not components, there are no TB 133 approved fabrics. Fabrics comprised solely or in any combination of the following fibers are more likely to be suitable components for chairs that must comply with TB 133.

Acrylic	Nylon	Vinyl
Animal Hairs	Polyester	Virgin Wool
Cordura	Rayon	Viscose
Cotton	SEF Modacrylic	Wool
Leather	Silk	Worsted Wool
Modacrylic	Spun Nylon	
Mohair	Trevira	

PRICES

All prices are list prices F.O.B. our factory in Grand Rapids, Michigan 49512. Our pricing includes packing and corrugated cartoning for common carrier shipments. List prices do not include freight, storage, taxes or additional packaging required for certain carriers and are subject to change without notice.

We reserve the right to change quotation prices prior to acceptance by the buyer. Quotation prices must be accepted within 90 days unless otherwise specified in writing on the quotation. Pricing on orders specifying shipment 90 days or more after the formal date of acknowledgment will be based on pricing prevailing at time of shipment.

RESALE RIGHTS

Leland International reserves the right to reject any order placed by any customer for any reason, irrespective of whether orders have been previously accepted from such customer, without incurring liability to such customer. No customer shall have a continuing right to buy products from the company except pursuant to a formal dealer agreement or other written agreement covering future supply executed by the company and the reseller. Distribution of the price list or catalog does not itself constitute an offer to sell.

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CREDIT AND PAYMENT TERMS

An open account may be established for new customers. A complete Leland credit application is required and must be faxed to Leland International, attention Accounting Credit will be established upon review and approval of your application.

Allow up to four weeks delay for credit approval. To avoid this delay, orders on new accounts must be accompanied by a 50% deposit. If credit is approved by the time the order is ready for shipment, the balance must be paid within terms. Accounts that are inactive for a twelve month period will automatically be closed and are subject to the above conditions for new accounts. Leland International may change or cancel credit at its discretion and may request advance payment at any time.

Upon establishment of an open account, terms are "Net 15 Days" after date of invoice with a credit limit established on a per customer basis. 1½% per month service charge will be added to all past due accounts. Orders will not be processed for past due accounts until the amount due, including any service charge, is paid in full. All custom orders will require a down payment of 50% and will not be scheduled for production until the down payment is received.

Leland International reserves the right to revoke the terms of any customer at any time for any reason.

CHANGES AND CANCELLATIONS

Orders are not subject to change or cancellation without factory approval.

Leland International will make every reasonable effort to stop production scheduling, shipment, etc., upon receipt of written notification of changes, cancellations or deferrals stipulated as follows. Approved cancellations, changes, and delivery date extensions may be subject to charges

ORDER CHANGES

Order changes received prior to production will be charged \$100 net to cover administrative costs. Orders received after production has started, involving only an increase in quantity, will not be assessed a charge. Orders for special finishes or other custom work are not subject to change after work has been started. Orders for upholstered chairs may not be changed after upholstery cover has been cut. The customer will receive the goods as ordered and be liable for amount due.

CANCELLATIONS

Cancellations received prior to production will be assessed a \$100 net cancellation charge. Cancellations received after production has been started will be assessed the total accumulated cost of the project plus a \$100 net cancellation charge.

DEFERRED SHIPMENTS

If the order is complete or in the production cycle, charges will be assessed from the completion date in accordance with policy for "Storage by the Manufacturer."

STORAGE BY THE MANUFACTURER

If the customer cannot accept delivery when merchandise is ready, according to the terms of our acknowledgment, we reserve the right to transfer goods to storage at the customer's expense, and the order will be invoiced at the time of storage. Payment of this invoice will be due on the original terms given to the customer. Storage charges and freight charges for delivery will be invoiced separately upon release of the merchandise from storage and will be due upon receipt of the invoice. Orders put into storage require payment in full and all incurred storage charges must be paid prior to the order being shipped.

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SHIPPING

We will ship in accordance with the customer's written instructions. If customer omits specific shipping instructions, we will ship in the manner that we consider to be the best way. All shipments are sent F.O.B. Grand Rapids, Michigan 49512. Leland International's liability ends when the carrier issues a receipt to Leland International, which is an acknowledgment by the transportation company that the shipment has been received in good condition. Title of the goods and risk of loss transfers to the buyer. Freight shall be paid by the buyer unless otherwise acknowledged in writing by Leland International. We make every effort to ship orders complete and on schedule. We reserve the right to make partial shipments as merchandise is ready. Failure to deliver all the merchandise at one time does not relieve the customer of the obligation to accept and pay for merchandise received.

DAMAGE CLAIMS

All Leland International products are thoroughly inspected prior to shipment from our factory and packed to comply with carrier requirements. Customers must carefully inspect all items upon arrival and note any damage on the delivery receipt. Phrasing such as "Subject to Inspection" does not constitute a note of damage and will not be accepted as grounds for honoring a damage claim (including a freight claim). In cases of freight damage, a written claim must be filed within 15 days of receipt with the carrier if any obvious or subsequent concealed damage is discovered and still does not guarantee the honoring of freight claim. Caution: When a clear receipt is obtained by a carrier, Leland International, nor the carrier, are any longer responsible for damages or shortages. Processing claims for damage and shortages are the responsibility of the buyer unless otherwise specified in writing by Leland International. In cases of manufacturing damage, a written claim must be filed within 30 days of receipt and submitted to Customer Service and does not guarantee the honoring of a damage claim. At no time can claims be deducted from our invoices.

DELIVERY CHARGES

Charges incurred by Leland International complying with any non-standard shipment request such as inside delivery, expediting, redelivery, weekend delivery, unpacking, straight trucks, specific driver requests, or temporary holding will be invoiced to the purchaser.

STORAGE BY OWNER

Due to the inherent nature of wood products, we cannot guarantee 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° F (10°-27° C); the relative humidity must be maintained between 25% and 40%. These conditions are also recommended for human health standards.

PRODUCT DISCREPANCY

Errors in products including color, size, other variations, or missing components must be reported to Leland International within thirty (30) days of delivery. Failure by the purchaser to report any product inaccuracies within thirty (30) days of delivery shall constitute acceptance of the product.

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MISCELLANEOUS

All costs for furniture installation, removal from service and reinstallation due to damage claims, partial shipments, shipping errors or warranty claims is the responsibility of the customer. Leland International will not be liable for costs associated with any of the above conditions.

Sizes and weights are considered to be approximate. Leland International reserves the right to make changes in design and construction or discontinue products without notice. Due to conditions beyond our control all wood products, fabrics and vinyls are subject to variations in color, texture and grain.

Price list specifications supersede all other specifications whether verbal or written, and may not be altered without the written consent of an officer of Leland International. All clerical errors on any agreement, publication, correspondence, price list, or product literature pieces are subject to correction at any time.

MAINTENANCE

Since chairs and tables are installed and used under a variety of conditions, users must make inspections no less than every six months to look for damage or signs of structural fatigue incurred in daily handling, use and abuse. Examinations must include welds, machine screw assemblies and the shell to base fasteners. If problems are discovered that could compromise the structural safety of a chair, it should be immediately removed from service and Leland International should be notified. Coats and other articles should not be hung on the back of chairs. This practice may cause chairs to be unstable. Chairs are not designed to be placed seat down on table surfaces. Chairs stored in this manner are unstable. The shock of chairs falling from table tops may compromise the structural integrity of the shell/base attachment.

WARRANTY

All merchandise is manufactured in accordance with our high industrial and design standards and is warranted to be free from defects of material and workmanship for a period of (5) five years from the date of delivery or placement in storage. This warranty covers goods under normal use and is in service under conditions for which the merchandise is designed. Leland International considers normal use to be (5) five days per week (8) eight hours per day. Extended use (multiple shifts, 24 hour facilities, etc) will reduce this warranty to (2) two years. We offer no warranty on chair upholstery materials, plastic laminate table surfaces and operating components other than those expressed by the manufacturer of those components. Our obligation during this warranty period is limited to repair or replacement at our option. This warranty becomes null and void on any goods repaired or altered by any person not authorized by Leland International or any merchandise which has been subject to misuse, improper storage, including placing chairs seat down on tables, negligence, or accident. We make no other warranties either expressed or implied as to any matter whatsoever, including without limitation, the condition of the merchandise, its merchantability, or its fitness for any particular user or purpose. All claims will be processed by the Customer Service Department. All returns must be authorized in writing. Merchandise authorized for return and subsequent repair or replacement merchandise shall be removed from service. All shipping, packaging, and installation charges shall be at the expense of the customer. Since furniture is installed and used under a variety of conditions, users are required to make inspections every six months to look for damage or signs of structural fatigue incurred in daily handling, use, or abuse. Inspections must include, but are not limited to, the tightening of bolts and fasteners, and the lubrication of mechanisms. Failure to properly maintain Leland products will void this warranty. Leland International will not be liable for loss of time, inconvenience, commercial loss, or incidental or consequential damages that may result from a warranty claim.