

## Resources

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# Terms and Conditions

## Kimball Office

1600 Royal Street  
Jasper, Indiana 47549  
Telephone: 800.482.1818  
812.482.1600  
Fax: 812.482.8300

## Government Sales Customer Service

Telephone: 800.647.2010

## Ordering Procedures

Purchase orders must be received with complete information, which includes the following:

- Complete/valid model numbers
- All textiles, finish, and material specifications for each line item.
- "Ship to" address and contact
- Special shipping instructions (tagging, requested dates, etc.)
- Billing address
- Net prices

Submit orders electronically via EDI or OrderXchange.

**To order literature or check order status on-line**, please visit us at [www.kimballoffice.com](http://www.kimballoffice.com).

The customer bears sole responsibility for order correctness. Orders are accepted only by issuance of Kimball Office's formal order confirmation and are subject to the terms and conditions set forth herein, notwithstanding any variance in terms and conditions set forth on buyer's order forms.

The order confirmation is the final agreement between the customer and Kimball Office and supersedes all prior oral, written or electronically transmitted statements regarding the

order. Kimball Office will attempt to meet all requested ship or delivery dates. If no specific date is requested, we will assign the best possible ship date available.

## Changes and Cancellations

A confirmed order may not be changed or cancelled, in whole or in part, without prior written consent of Kimball Office. Expenses incurred because of the changes shall be charged to the Purchaser. In the event of cancellations, Purchaser will be liable for reasonable cancellation charges established by Kimball Office. Changes may affect delivery dates.

**No changes or cancellations** will be accepted after order entry for non-standard lead time products including:

- Kwik Office offerings
- Engineer-to-Order (modified or non-standard products)
- Alliance program upholstery (Carnegie, KnollTextiles, Maharam, and Mayer Fabrics)
- Customer's Own Material (COM)
- Customer's Own Leather (COL)
- Customer Specified Laminate (CSL)
- Customer Specified Paint (CSP)
- Mock Ups
- Service Parts/Replacements

## Modified Product

Our manufacturing flexibility allows us to accommodate requests for non-cataloged product. We are happy to discuss your unique product requirements and determine feasibility and pricing.

➤ Contact **By Design** for assistance at 800.482.1616 extension 6001.

## Finishes and Materials

Kimball Office offers an assortment of carefully selected surface materials ensuring quality choices. All materials are subject to slight variations in color, texture and/or sheen, but are within the industry tolerances. Some materials, such as wood veneer, are more prone to minor variations in color, finish, sheen, and value. The natural properties of wood provide unique characteristics and richness, as well as various grain patterns and textures. Factors such as aging and exposure to light can alter finishes and materials. Some textiles can vary in color due to industry dye-lot tolerances. All Kimball Office materials comply with industry standards and guidelines.

Net 30 days. If the invoice amount is not paid in full within the terms of the invoice, the invoice may be subject to a monthly finance charge equal to the lesser of 1.5% or the highest amount permitted by law. List prices include freight charges; however, they do not include:

- Storage and insurance charges
- Sales and other taxes
- Local delivery, unloading, or installation

These items will be invoiced as separate line items.

All prices herein are delivered list price, unless noted, effective April 4, 2011, and supersede all other published prices. Prices shown cover standard product only, additional charges will be applied for changes to standard product. Kimball Office reserves the right to change prices without prior notice. Prices herein are only for shipment within the continental United States or Canada.

## Terms and Conditions, continued

### Selling Information

Distribution of this price list does not in itself constitute an offer to sell. Orders can be received only from authorized Kimball Office customers. Kimball Office price lists and catalogs are not available to the general public.

### Product Design

Kimball Office reserves the right to make changes in design, specifications, and construction or discontinue products without prior notice.

### Shipping/Freight

All shipments are F.O.B. point of shipment, freight prepaid, and allowed to one continental U.S. or one Canadian destination. International shipments and shipments into the states of Alaska and Hawaii are freight prepaid and allowed to port of exit.

Kimball Office reserves the right to select the most appropriate F.O.B. point, carrier, and routing on all shipments.

### Delivery

**Normal delivery hours** are 8:00 a.m. to 5:00 p.m. Monday through Thursday and 8:00 a.m. to 3:00 p.m. on Friday. Any delivery arrangements made outside of normal delivery times are subject to additional charges.

➤ See at right.

Any charges incurred because of failure to receive a shipment or offload a shipment in a timely manner (maximum time allowed to offload trailer: 3 hours), will be billed to the sold-to customer.

Any charges as a result of rerouting a shipment while in transit will be billed to the sold-to customer.

### Any order requiring Special Delivery Service will incur additional charges.

All such requirements must be noted on the purchase order. These are services that are not included in the standard price of the product or require the usage of specialized carriers. These services include:

- **Weekend delivery** (after 3:00 p.m. Friday through Sunday evening)—\$500 charge.

- **Inside delivery**—minimum \$50 charge.

*Note: **Must** be approved and coordinated 10 days prior to shipment.*

- **Non-dock delivery**—minimum \$50 charge.
- **JIT delivery** (specific day and/or time)—Orders under \$25,000 list will incur a \$125 charge.
- **Rush delivery** (1-3 days from ship date)—Contact Customer Service for charges.

### Carrier Selection

Kimball Office reserves the right to select the most appropriate mode of shipment. Kimball Office relinquishes all responsibility for goods shipped upon a clean receipt from the carrier. Customer bears the risk of loss or damage during shipment.

### Packaging

Kimball Office's standard method of shipping is to carton all items. Certain full truck load shipments may qualify for special consideration. Contact Kimball Office for guidelines. International shipments can be crated at the customer's request. The expense of crating will be the responsibility of the customer.

### Loss, Damage, or Delay

Kimball Office shall not be liable for loss, damage, detention or delay resulting from causes beyond its reasonable control including but not limited to fire, strike, weather, wreck or delay in transportation. In the event of delay due to any such cause, the delivery date will be postponed by such length of time as may be reasonably necessary to compensate for the delay.

### Storage

If the customer requests a change of ship date and the product is in production, Kimball Office reserves the right to transfer the product to storage at the customer's risk and expense. All requests to store product must be approved by Kimball Office Customer Service and may be subject to storage fees. Such transfer to storage will be deemed delivery to the customer for all purposes including insurance, liabilities, invoicing, and payment.

## Terms and Conditions, continued

### Electronic Catalog and Specification Software:

Kimball Office promotes the use of electronic drawing and specification tools to automate the furniture sales, design, and specification process. We provide our symbol and product information to industry leading design and specification software companies. We also work closely with 20-20 Technologies Inc. to develop additional automation routines for our products. These are available in CAP, 20-20 Office Sales (e-magine), and Giza software tools. As noted in our Terms and Conditions, the customer bears the responsibility for order correctness.

### Returned Merchandise

Merchandise will only be accepted for return under the following conditions:

- ① The product is a “made to stock” item; *and*
- ② Return Goods Authorization (RGA) is given to you by your Customer Service Team.

All returns are subject to a 50% restocking fee. All freight charges for returned product are the responsibility of the customer. Unauthorized returns will not be accepted and will be returned freight collect. All merchandise being returned must be properly packed and protected in the original cartons. Upon receipt, all returned merchandise will be thoroughly inspected. Any discrepancies, such as additional damage, signs of usage, missing parts, etc., will result in an adjustment to the amount of credit issued.

### Claim Process

All products produced by Kimball Office are carefully inspected and properly cartoned prior to shipment. All shipments are delivered to the transportation company in good condition. If you receive a shipment that has damage, product shortages, or delivery has been delayed by the transportation carrier, **the following steps must be taken:**

- ① Before signing for the merchandise, make notation of all visible damage, shortages and/or time of truck arrival on the bill of lading.
- ② Contact Customer Service **within 15 calendar days of delivery receipt to report issue.** We will advise whether a freight claim will need to be filed based on mode of transportation.
- ③ If claim must be filed, carrier must be contacted **within 15 calendar days of delivery.** Retain all shipping cartons for inspection by the carrier agent.
- ④ A copy of the Carrier Disposition Letter must be sent to Customer Service to receive additional credit on concealed damage issues via Redistribution/ LTL carrier shipments.

For Concealed Damage, follow steps 2 through 4.

### Asset Tags:

Bar code labels have been placed on the following Hum components:

- Power/data tray
- Worksurfaces
- Storage

# Limited Product Warranty

## Lifetime Assurance of Quality

### Our Pledge:

#### Kimball Office stands behind our craftsmanship

and pledges to do everything we can to resolve any problems you have within the terms of this warranty as quickly as possible.

### Recommendations:

#### Facilities managers and users are urged to make periodic inspections

to look for damages or signs of structural fatigue incurred in daily handling and use. Examinations must include the structural joints, corner blocks, screws or fasteners, welds, and any other points of stress. If any problems are found, the product should be taken out of service.

#### Kimball Office warrants that its products are free from defects

in materials and workmanship given normal use and care for a lifetime of single-shift service. Normal use is defined as the equivalent of a single-shift, 40-hour work week.

*Exceptions: Some products and parts have limited warranty periods.*

➤ See lists at right.

#### At its option, Kimball Office will repair or replace

with comparable product, free of charge to the customer, any product, part or component manufactured and/or sold in North America after November 6, 2000, which fails under normal use as a result of such defect.

#### In the event that use of a product exceeds normal use,

the warranty period for such product will be reduced to 12 years, and the warranty for the items that fall under different warranty limitations, as listed at right, will be reduced to one-third of the original warranty.

**This warranty is made by Kimball Office to the original customer** for as long as the original customer owns and uses the product.

**This warranty is only valid** if the products are given normal and proper use, and installed or used in

accordance with Kimball Office installation and/or application guidelines, and installed by an authorized Kimball Office dealer or agent. Kimball Office assumes no responsibility for repairs to products sustaining damages resulting from user modification, attachments to a product, misuse, abuse, alteration, or negligent use of our products.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, THERE ARE NO OTHER WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. WE EXCLUDE AND WILL NOT PAY CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER THIS WARRANTY.

**Warranty periods are limited** for certain products and parts as follows:

#### 10-Year Warranty

(from the date of manufacture)

- Seating mechanisms
- Veneers

#### 5-Year Warranty

(from the date of manufacture)

- High-wear parts
- Pneumatic lifts
- Electrical/power products
- Casters and glides
- Inflatable lumbar supports
- Lighting
- Desk sets
- Monitor arms

- Keyboard kits
- Covering materials (such as foam, most textiles, laminate, thermofoil, and decorative trim)

#### 3-Year Warranty

(from the date of manufacture)

- Wool felt
- Custom products
- Carnegie Fabrics

#### 1-Year Warranty

(from the date of manufacture)

- Fit lounge and headrest

#### This warranty does not cover:

- Naturally occurring variations and differences in grain character and color between and within wood species
- Natural variations in marble and leather
- Damage caused by a freight carrier
- C.O.M. (Customer's Own Material) or any other non-standard Kimball Office material specified by the customer, including attributes such as appearance, durability, quality, colorfastness, etc.
- KnollTextiles, Maharam, and Mayer Fabrics alliance programs
- Alterations to the product not expressly authorized by Kimball Office
- Products considered to be of consumable nature (such as bulbs, light ballast, and certain electronic products).

### Process for Warranty Issues:

- ① Contact Customer Service and provide them with the serial number from the product in question, the purchase order number or acknowledgement number, and a detailed description of the warranty issue. **Serial numbers are mandatory** before the claim can be processed.
- ② Customer Service will determine and pre-approve all resolutions to the claim, such as replacement units, service parts, and labor charges related to repair or re-delivery of damaged or defective product. Upon approval, resolutions will be assigned a Case Number, which must be included on all invoices for reimbursement. Any unauthorized charges will not be the responsibility of Kimball Office. Kimball Office will **only** accept dealer invoices submitted within **90 days** of the approval by Customer Service; invoices received after 90 days will not be approved for dealer credit or payment. It is critical that invoices are submitted in a timely manner.

If you have followed the procedures described above and your problem has not been resolved to your satisfaction, you can write or call us directly. Please relate all relevant facts.

Kimball Office  
ATTN: Customer Service  
1600 Royal Street  
Jasper, Indiana 47549  
Telephone: 800.482.1818  
800.647.2010 (Gov't Sales)

## Operating Load Capacities

The table at right lists the operating load capacities of various Kimball Office components. All components meet or exceed the ANSI/BIFMA Functional and Proof Loading requirements X5.5. (2008 Desk/Tables Products Test), and X5.9 (2004 Storage Units Test). The Operating Load Capacities listed represent the BIFMA functional loads which are equivalent to loads that can be expected in normal use of the component.



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MANUFACTURERS ASSOCIATION

Component	Operating Load Capacity (Functional Loads)	Examples
Worksurface	1.5 lb. per inch of perimeter, distributive loading	29"D x 71"W = 300 lbs. total weight (t.w.)
Pedestal drawer	.017 lb. per cubic inch of drawer interior filing space (hanging load on file hangers)	16½"D x 12"W x 10¼"H wood = 34½ lbs. t.w.
Pedestal shelves	.017 lb. per cubic inch above surface (not to exceed 12"H), distributive loading	20"D x 32"W = 131 lbs. t.w
Open and enclosed shelves	.017 lb. per cubic inch above surface (not to exceed 12"H), distributive loading	9"D x 24"W = 44 lbs. t.w.

*Cubic inches should be calculated using this formula:*

*Surface length x surface depth x height of available storage above the surface (limited to 12 inches above the surface)*

# Lock Core Requirements

## Key:

- O** = Open
- B** = Box
- F** = File

**The first letter in a pair in the description column,** indicate the type of drawer or open storage area that is in the top position; the second letter indicates the type of drawer or open storage area that is in the bottom position.

*For example: BF represents a box drawer in the top position and a file drawer in the bottom position*

**Slashes** are used to separate vertical sections.  
*For example: OO/BF indicates an open-open configuration in the left section and BF indicates a box-file configuration in the right section.*

Model	Description	Lock Core Options		
		KS	XKS	X
21H2016PMBF	Mobile BF	2	n/a	0
21H2016PMBFC	Mobile cushion top BF	2	n/a	0
21H2016PMOF	Mobile OF	1	n/a	0
21H2016PMOFC	Mobile cushion top OF	1	n/a	0
21H2016SU50	Single OO	n/a	n/a	n/a
21H2016SU51	Single OF	1	n/a	0
21H2016SU52	Single BO	1	n/a	0
21H2016SU53	Single BF	2	n/a	0
21H2016SU54	Single BBF	3	n/a	0
21H2032SU50	Double OO/OO	n/a	n/a	n/a
21H2032SU55	Double OF/OO	1	n/a	0
21H2032SU56	Double OO/OF	1	n/a	0
21H2032SU57	Double OF/OF	2	n/a	0
21H2032SU58	Double BO/OO	1	n/a	0
21H2032SU59	Double BF/OO	2	n/a	0
21H2032SU60	Double BF/OF	3	n/a	0
21H2032SU61	Double OO/BO	1	n/a	0
21H2032SU62	Double OO/BF	2	n/a	0
21H2032SU63	Double OF/BF	3	n/a	0
21H2032SU64	Double BO/BO	2	n/a	0
21H2032SU65	Double BF/BO	3	n/a	0
21H2032SU66	Double BO/BF	3	n/a	0
21H2032SU67	Double BF/BF	4	n/a	0

Model	Description	Lock Core Options		
		KS	XKS	X
21H2032SUD50	Double Sliding Door OO/OO	n/a	1	n/a
21H2032SUD55	Double Sliding Door OF/OO	2	1	n/a
21H2032SUD56	Double Sliding Door OO/OF	2	1	n/a
21H2032SUD57	Double Sliding Door OF/OF	3	1	n/a
21H2032SUD58	Double Sliding Door BO/OO	2	1	n/a
21H2032SUD59	Double Sliding Door BF/OO	3	1	n/a
21H2032SUD60	Double Sliding Door BF/OF	4	1	n/a
21H2032SUD61	Double Sliding Door OO/BO	2	1	n/a
21H2032SUD62	Double Sliding Door OO/BF	3	1	n/a
21H2032SUD63	Double Sliding Door OF/BF	4	1	n/a
21H2032SUD64	Double Sliding Door BO/BO	3	1	n/a
21H2032SUD65	Double Sliding Door BF/BO	4	1	n/a
21H2032SUD66	Double Sliding Door BO/BF	4	1	n/a
21H2032SUD67	Double Sliding Door BF/BF	5	1	n/a

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