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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.

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 6002.

Finishes and Materials

Wood Finish Color Matching

Each piece of natural veneer offers unique texture and grain. Minor variations in finish color and value may occur due to the natural characteristics of wood. Kimball Office carefully selects all materials used in every product ensuring a commercially acceptable color and finish. Factors such as aging and exposure to light alter finishes.

Fabric Color Matching

Kimball Office will always ship a satisfactory commercial match on fabric. Because of industry dye-lot variation, colors may not match exactly.

Terms and Pricing

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.

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.

Terms and Conditions, continued

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 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.
- **Drop-ship** (ship-to location other than a standard dealer warehouse)—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.

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, and Giza software tools. As noted in our Terms and Conditions, the customer bears the responsibility for order correctness.

Terms and Conditions, continued

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.

Kimball Office 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)

Resources

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 X5.6—2003 Panel System Test, X5.5—2008 Desk/Tables Products Test, X5.2—1992 Lateral File Test, and X5.9—2004 Storage Units Test. The Operating Load Capacities listed below 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

* 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)

Operating Load Capacities

Component	Operating Load Capacity (Functional Loads)	Examples
Center drawer	5 lbs., distributive loading	22"D x 24"W wood: 5 lbs. t.w.
Carousel center drawer	2 lbs., distributive loading	
Carousel tray, keyboard tray, Keyboard drawer	10 lb. evenly distributed cycling load	
Metal shelves (work tools)	.017 lb. per cubic inch of available space, but not to exceed 12 inches in height	24"W: 45 lbs. t.w.; 30"W: 56 lbs. t.w. 36"W: 67 lbs. t.w.; 42"W: 78 lbs. t.w. 48"W: 89 lbs. t.w.
Metal work tools	Single side tray: 40 lbs. t.w.; Double side tray: 47 lbs. t.w.; Pocket organizer: 4 lbs. t.w.; Slant Sorter: 19 lbs. t.w.; Binder shelf: 10 lbs. t.w.; CD holder: 10 lbs. t.w.; Hanging file folder: 5 lbs. t.w.; Memo box: 10 lbs. t.w.; Pencil tray: 5 lbs. t.w.	
Plastic work tools	Paper tray: 5 lbs. t.w.; Slant sorter, binder shelf, and file folder hangers: 10 lbs. t.w. Phone holder and accessory tray: 5 lbs. t.w.; Pencil cup and CD sorter: 4 lbs. t.w. Shelf: 15 lbs. t.w.; utility tray and accessory dish: 2.5 lbs. t.w.	
Power/data drawer	50 lbs.	
Manual and Intuitive Adjustment Monitor arms	20 lbs. (see pricing page for application restrictions)	
Evo laptop arms	11.6 lb. laptop	
Evo monitor arms	13 lb. monitor	
Evo heavy-duty monitor arm	20 lb. monitor	

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99K0208ELPDC	47	99K1217SPTM	27	99K2468MSSM	36	99K48LBM	29
99K0303ELPDC	47	99K1222SL	42	99K2468MSST	36	99K50PDD	49
99K0312HFH	28	99K1222SL2	42	99K25FBFB6	35	99K54LBM	29
99K0404NHC	38	99K12P4CPF	51	99K26PDD	49	99K56PDD	49
99K0404NHH	38	99K12WBSK	26	99K27WMV	45	99K6036MBW	37
99K0404NHI	38	99K1303DD	34	99K2P1J1	50	99K60LBM	29
99K0404NHX	38	99K1310SPT	26	99K2P1J4	50	99K62PDD	49
99K0405ELPDG	48	99K1321STB	25	99K2P1PM2	50	99K68PDD	49
99K0409CDHM	28	99K1402DD	34	99K2P1RDS	50	99K74PDD	49
99K0507BXB	28	99K1411PTC	30	99K3020TBW	37	99K80PDD	49
99K0510PT	28	99K1424KT	42	99K3030MBW	37	99K86PDD	49
99K0512PT	33	99K1610SPTLB	25	99K3068MSAF	36	99K9SD	34
99K0515PT	33	99K1622DP	26	99K3068MSAM	36	99KAC	31
99K0606ADC	30	99K1623DPLB	25	99K3068MSAT	36	99KAMDS	39
99K0609UTC	30	99K1624CT	33	99K3068MSSF	36	99KCDH	31
99K0612PT	33	99K16POM	27	99K3068MSSM	36	99KCH	34
99K0724SHB	30	99K1706KK1	41	99K3068MSST	36	99KCMDS	39
99K0817CDR	33	99K1706KK2	41	99K30LBM	29	99KCMSS	39
99K0905SHBM	28	99K17FBFB3	35	99K30WMHW	45	99KCMU	45
99K0912PDD	32	99K1812PDD	32	99K32PDD	49	99KCP	31
99K0924SHM	27	99K1826KDW	42	99K3620TBW	37	99KCPUH	43
99K0930SHM	27	99K18WMV	45	99K3630MBW	37	99KCPUMCB	43
99K0936SHM	27	99K1915HMT	37	99K36CMFC	45	99KDL	54
99K0942SHM	27	99K1922CD	33	99K36LBM	29	99KDLCS	54
99K0948SHM	27	99K1924KTM	42	99K36P4D	52	99KDLDS	54
99K10P4FPF	51	99K19WMV	45	99K38PDD	49	99KDLMSS	54
99K10P4FFPM	51	99K210P1PF	50	99K40WMHU	45	99KDLRBS	54
99K10PDPC	51	99K2208KK1	41	99K4220TBW	37	99KDLSS	54
99K1105SHB	30	99K2208KK2	41	99K4230MBW	37	99KELDM	46
99K1115LPT	31	99K2319KKS1	41	99K42KA	41	99KELDM2	46
99K1202DD	34	99K2424CD	33	99K42LBM	29	99KELF1C	48
99K1211DO	33	99K2468MSAF	36	99K44PDD	49	99KELPDCR	46
99K1212PDD	32	99K2468MSAM	36	99K4820TBW	37	99KELPM	46
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99KG19PL	44	99KPHCD	53
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Resources

Resources