

terms and conditions

CONTACT INFORMATION

Please contact Wieland with questions or for assistance.
Wieland
P.O. Box 1000,
Grabill, IN 46741
888.WIELAND (943.5263) | Fax 260.627.6496
wielandhealthcare.com | sales@wielandhealthcare.com

Wieland is a brand of Sauder Manufacturing Co.

DEFINITIONS

In these Terms and Conditions, unless inconsistent with the context or subject-matter: "Company" means Sauder Manufacturing Co., its subsidiaries, servants, employees and agents; "Purchaser" means the party described as purchaser; "Goods" means the items which are described as goods on the Order Acknowledgement.

GENERAL TERMS

EXCLUSIVE CONTRACT TERMS

These Terms and Conditions shall be deemed incorporated as a part of every contract to purchase goods from the Company. By entering into a purchase contract with the Company and accepting delivery of the goods, Purchaser agrees that these Terms and Conditions are the sole and exclusive statement of all such terms and conditions, that the contract is limited to these terms and conditions, and that any different or additional terms and conditions proposed by Purchaser are objected to and shall not become a part of the contract unless expressly accepted by the Company in writing.

AUTHORIZED DEALERS

Possession of these terms and conditions, product information and/or price list does not imply the right to purchase products illustrated and priced therein. Sales are confined to accounts with credit approval only. A minimum of 30 percent down payment is required on all orders until credit is established.

APPLICABLE LAW

The Contract shall be governed by the substantive laws of the State of Ohio. The sole and exclusive jurisdiction and venue for the enforcement or any rights or obligations relating to the contract or the goods shall be in the Fulton County, Ohio Court of Common Pleas or the United States District Court for the Northern District of Ohio, and the parties consent to the jurisdiction of these courts as a part of this transaction. The Company shall be entitled to recover its reasonable attorney's fees, costs and expenses in connection with any action taken by Company to enforce the contract (including these Terms and Conditions).

GOVERNMENT REGULATIONS

Customer shall comply with all applicable governmental laws, codes, and regulations, including building and fire codes applicable to this purchase and including design, type of material and installed arrangement thereof.

PRICES & PAYMENT TERMS

PRICES

Published prices are list, FOB Destination, per zone destination. Prices do not account for special delivery situations, including the following, which are the responsibility of the Purchaser:

- Dedicated delivery appointments
- Multiple drops on site per shipment

- Multiple shipments per order (that could be accommodated by one delivery)
- Lift gate
- Charges for cartons, packaging, and crating, beyond the normal company shipping methods
- Storage or insurance claims
- Sales and other taxes
- Local delivery, uncrating, and installation (if applicable)

Prices on order acknowledgements are net. Company reserves the right to change prices prior to order acknowledgement without notice. Company reserves the right to increase prices by one-half percent per month, or any part thereof, if Purchaser delays delivery of the furniture in excess of 12 weeks beyond the approximate delivery time specified on the original order.

PERFORMANCE BONDS

If a bond is required the cost shall be 1% of the total Contract. If a bond is not specifically listed on the Contract it is not included. If a bond is purchased, the bond will only cover substantial completion of the project plus one year of the warranty period.

TAXES

All sales are subject to sales tax unless a valid sales tax exemption certificate or, resale certificate for the ship-to state, accompanies the order.

INVOICING

Product will be invoiced at the time of shipment, or as designated by the order acknowledgment. If a partial order is shipped and a backorder is created, Purchaser will be invoiced for the portion that shipped.

TERMS OF PAYMENT, SECURITY INTEREST AND LIEN RIGHTS

Credit will be established based upon Company's determination of credit worthiness. A deposit or prepayment may be required on certain accounts after credit review. Credit terms are 30 days net from date of invoice and/or as designated by the order acknowledgement. Company may cancel or change credit terms at its discretion and may request advance payment at any time. No order will be released for production without a credit approval from the Credit Department. Company may at its option, and without notice, raise or allow charges in excess of any credit limit granted. The purchaser understands and agrees they (the purchaser) are responsible for all charges on the account. All payments due to Company shall be paid without any set-off or claim.

Purchaser agrees to pay a service charge of 1.5 percent per month or as allowed by law on all past due accounts. A past due account is an account that remains unpaid for more than thirty (30) days. Until such time that an account and/or an order is paid in full to the Company, Company shall retain a security interest in and lien on all materials, merchandise, furnishings, and/or goods manufactured, provided, delivered or otherwise on said account and/or order. Company reserves and may exercise any and all rights and remedies with respect to said materials, merchandise, furnishings, and/or goods against the Customer and/or any individual or entity in possession of or claiming an interest in said materials, merchandise, furnishings and/or goods, including but not limited to demanding assembly of the goods at the direction of Company, re-taking possession and selling and applying proceeds of any sale toward the account, and/or filing suit. All charges are payable according to these terms and conditions unless otherwise prearranged and agreed to in writing by Company.

TITLE & RISK

Title to all Goods shall pass from Company to the Purchaser upon Company's receipt of payment in full under this Contract or any change thereof.

Risk of loss or damage to the Goods becomes the responsibility of the Purchaser upon delivery. Unless otherwise specified in writing, Company will determine the method of shipment and carrier. If products are shipped via the Purchaser's choice of carrier, Company is not responsible for damage in shipment.

The Purchaser will insure the Goods against all insurable risks in the name of the Purchaser and also in the name of Sauder Manufacturing Co. as the unpaid vendor for their full insurable value.

ORDERING & LEAD TIME

ORDERING

A signed purchase order or contract received via mail, fax or email is required before an order is processed. In addition, credit applications, credit references and/or advance payments may be required for newly established accounts. Orders are not scheduled in production nor materials purchased until all details are received.

ORDER ACKNOWLEDGEMENT

Orders are not binding until the order acknowledgement is delivered. Any error or discrepancy on the acknowledgement must be reported to Company in writing within three (3) working days from the receipt of the acknowledgement. All modifications to the acknowledgement must be reconfirmed and signed by the Company. Cashing a down payment check does not constitute acceptance.

CHANGE ORDERS

The order as shown on the Order Acknowledgement can be modified only by a written communication or reconfirmation signed by Company.

Company may, at its discretion, accept reasonable change orders with the following conditions:

- The request for change must be submitted in writing and received before order specific parts have been purchased and/or the manufacturing process has begun.
- Changes may be subject to additional charges for material, labor, restocking and administrative costs.
- Changes may result in an extended delivery date.

CANCELLATIONS

Any deposit made with respect to the order is non-refundable. The Company reserves the right to cancel any order, with notice to purchaser, due to breach of obligation or contract. Additionally, if an order is cancelled after order specific materials have been purchased and/or production has started, the customer will be responsible for the cost associated with those materials or production. Any Customer's Own Material (COM) supplied will be returned "as-is", this applies to any fabric that has been cut, wood parts with a finish applied, and all laminates. A cancellation or restocking charge of 1/3 of the net sale is applicable on orders cancelled.

LEAD TIME

Lead times will vary based on specifications chosen and available manufacturing capability. Consult your authorized sales representative or the home office when placing your order to determine estimated ship date.

CUSTOM PRODUCTS AND MATERIALS

All nonstandard designs and materials are subject to a surcharge. Contact the home office for approval and pricing. The use of nonstandard designs and/or materials may cause extended delivery times and reduced warranty coverage.

- Within our standard offering, an upcharge may be applied if a premium pattern or finish is selected. This may also cause extended lead times.
- Standard laminates other than Formica™, Nevamar™, Pionite™, and WilsonArt™ result in a 5% list up-charge per item. Premium patterns and finishes will require an additional upcharge and extended lead times.
- With signed approval, custom finishes are available for a \$620 list up-charge per order.

CUSTOMER'S OWN MATERIAL (FABRIC)

Please contact Wieland on all COM fabrics. A sample of the COM fabric is required to be submitted to Wieland for approval and yardage estimate prior to placing an order. The sample should be large enough to indicate a repeat if applicable.

All printed yardages listed in the price book are based on plain 54" wide fabrics (based on non-matched fabric). COM less than 54 inches wide, or patterned COM, requires additional yardage. If a fabric is directional, it will be applied vertically unless specific instructions are given to the contrary. If a horizontal application is desired, please inform Wieland as additional yardage or special production techniques may be required. At the customer's request, Wieland may, in its discretion, for non-Wieland program fabrics handle the purchase of the COM fabric for a charge of 20 percent of the fabric list price.

Company reserves the right of preliminary approval for all COM, prior to order acceptance. Even after such preliminary approval, Company reserves the right to reject COM if, upon physical inspection of the material, it proves unacceptable for use on Company products. When COM is accepted, Company assumes no responsibility for appearance, durability, color fastness, or any other quality after it is upholstered on a Company product.

Orders with COM are not scheduled into production until all materials are received and inspected. At Company's discretion, additional yardage, labor charges, or handling surcharges may be required as a condition of COM acceptance. COM delivered to Company without proper identification can be refused, and Company shall have no responsibility for loss or any other claims.

Orders with COM are not scheduled into production until all materials are received and inspected. Refer to the checklist on page 17 to ensure the proper handling of COM fabrics. If partial shipment entry is required, indicate on purchase order, or forward orders with standard products and COM products on separate purchase orders.

Shipping address: Wieland
13101 Main St.
Grabill, IN 47401
ATTN: Acknowledgment

PRODUCT DESIGN, COMPLIANCE & SAFETY

PRODUCT DESIGN

Company reserves the right to make changes in design and construction or discontinue products without prior notice.

COMPLIANCE

Products offered by Company do comply with the requirements of local, state and national fire codes. The products offered as a base are manufactured

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with any resilient filling materials and textiles in compliance with California Technical Bulletin TB117-2013.

However, any verification of compliance of COM materials with TB117-2013 is the responsibility of the person specifying the COM material.

Many of the products offered, if ordered or specified to comply with CA TB133, can be produced to comply with this standard. See Price Book for CA TB133 product availability and any additional item up-charge. Additional fabric may be required to comply with CA TB133, please contact Company for yardage requirements.

CALIFORNIA AIR RESOURCES BOARD (CARB) COMP.

Products offered do comply with the Air Toxic Control Measure (ATCM) 93120 Phase 2, from the state of California.

GREENGUARD® CERTIFICATION

Company has achieved GREENGUARD® Certification. 94% of our products are greenguard certified. GREENGUARD certified products are certified to GREENGUARD standards for low chemical emissions into indoor air during product usage. For more information, visit ul.com/gg or contact Company for a complete list of all our GREENGUARD certified products.



FREIGHT & DELIVERY

FREIGHT

Unless otherwise arranged in writing, all Company shipments are made on a site-to-site basis (back of trailer). Unless otherwise specified in writing, we will determine the method of shipment and carrier. All weights and dimensions provided in product literature are approximate. See map below for zone identification within the continental United States. Contact your authorized sales representative for pricing in Alaska, Hawaii and outside the United States.



	0-10 lbs	11-20 lbs	21-50 lbs	51-100 lbs	101-199 lbs
ZONE 1	\$20	\$40	\$60	\$80	\$100
ZONE 2	\$25	\$50	\$75	\$100	\$125
ZONE 3	\$30	\$60	\$90	\$120	\$150
ZONE 4	\$35	\$70	\$105	\$140	\$175

MINIMUM SHIPPING AND HANDLING CHARGE

Orders that weigh less than 200 lb. will require an additional shipping and handling charge. See the chart below to determine the net charge based on total order weight. Prices are net.

DELIVERY

Company shall not be liable for delays in delivery of furniture caused by fire, strikes, weather or from causes beyond its control.

The Goods may arrive in cardboard boxes. Unless otherwise specified, it is the Purchaser's responsibility to arrange for the disposal of the boxes.

STORAGE FEES

If Goods are ready for shipment according to the terms of the order acknowledgement or subsequent change order, and the Customer cannot receive as stated, the Goods may, at our discretion, be shipped to storage facilities, or put in storage at the Purchaser's expense. The Company reserves the right to deny storage of the Goods due to lack of available space. Storage fees are 2% of purchase price per month. These charges can, at Company's option, be added to the order total amount due or invoiced separately and issued monthly. If invoiced separately, it is required to be paid before shipment. All risk of damage, destruction, theft or loss while in storage shall be the responsibility of Purchaser.

RETURNS & CLAIMS

RETURNS

No merchandise may be returned to the Company without prior written consent from Company, and any returns must be in accordance with Company's shipping instructions. If approved, returns for reasons other than valid warranty claims will be subject to shipping and handling charges, and must be made, FOB the Company. In addition, restoration and restocking charges may be charged to Purchaser.

DAMAGE CLAIMS

Freight terms are F.O.B. Destination. Risk of loss, damage or destruction from and after delivery is the responsibility of Purchaser it being agreed and understood that loss, damage or destruction of goods from and after delivery does not relieve the Purchaser of its payment obligations to Company.

Purchaser is advised to inspect the shipment and note any damage on the bill of lading. Notification of damage discovered after delivery must be given to Company within 10 days immediately following delivery.

When products are shipped via the Purchaser's choice of carrier, Company is not responsible for damage in shipment. Purchaser should carefully inspect all items at time of delivery and note any obvious damage on the delivery receipt. For the Purchaser's protection, such obvious or subsequently discovered concealed damage must be reported in writing to the carrier in accordance with applicable regulations and time limits. Company does not assume any responsibility for damage that occurs during storage.

OTHER CLAIMS

All claims against Company other than valid warranty claims, including claims for shortages and errors, must be made in writing within 10 days after delivery. The facts on which the claim is based must be directed in writing to the warranty service coordinator. Failure to make any such claim against terms and conditions to the Company within such 10-day period shall constitute acceptance of the merchandise and waiver of any such shortages, errors, or other claims of any type or nature. The cost of field repairs or adjustments, performed by any non-company personnel, will not be reimbursed unless previously authorized in writing by Company.

CONSEQUENTIAL LOSS

Under no circumstances shall Wieland be liable to any party hereto or any third-party for any special, indirect, punitive, incidental or consequential damages or loss (including lost profits, loss of use, damage to goodwill or loss of business) in connection with or in any way related to the agreement between the parties.