

Terms & Conditions

Pricing & Discounts

- Pricing is determined by size of order.
- Purchase orders must be received by 12:00 PM noon EST in order for the following day to be considered start of ship date lead- time.
- The total net amount of order must be clearly indicated on all purchase orders.
- Accounts must be in good standing and have no past due balance for purchase order to be accepted.
- If there are any discrepancies on purchase order, customer will be required to “sign off” on final order detail. Signature by customer constitutes acceptance of new purchase order amount and item details contained therein.

Design

Conklin offers free design service for initial project planning and quotations as well as two revisions. Should your project require additional revisions Conklin will invoice the customer at \$75 per hour. Design rates are billed in 1 hour minimums.

*Modification of furniture parts is not approved unless otherwise noted. Unauthorized alterations impact functionality and may void the warranty.

Order Submission

- Orders may be faxed or e-mailed to Conklin Customer Service or directly to your salesperson.
- Fax: 413.315.6278
- E-mail: poconklin@conklinoffice.com
- Any questions on how to submit and track orders should be directed to your Customer Services Representative or Salesperson.

Order Changes & Cancellations

Conklin understands that from time to time changes may be required on your order; however, as all Conklin products are produced custom for each order, changes and cancellations cost will be assessed based on the following schedule. Review your acknowledgement thoroughly. All dates below are time of acknowledgement.

- No fee for orders changed or cancelled within 2 business days
- A fee of 10% of the net pre-tax total of affected product if order is changed or cancelled within 5 business days
- A fee of 50% of the net pre-tax total of affected product if order is changed or cancelled within 10 business days
- A fee of 100% of the net pre-tax total of affected product if order is changed or cancelled after 10 business days

****Important:** Changing a product size to another size is considered a “cancellation” of one product for another and falls under the above program.

Rush Orders

For orders requiring less than standard lead-time, Conklin will determine feasibility of meeting required lead-time and will assess the following “rush fee” if the request can be accommodated. Add-on orders to original PO are considered separate orders and also will incur the charges below if they require rush services as defined herein.

- 5 business day’s lead-time reduction – Minimum 10% of net
- 10 business day’s lead-time reduction – Minimum 20% of net

Acknowledgement

Every order is acknowledged via email. **Customer must sign the acknowledgement** and return to Customer Service within 24 hours. Orders will be manufactured, shipped and invoiced based upon the information on the acknowledgement. If there is any discrepancy, please notify Conklin immediately.

Invoicing

Orders are invoiced at the time of shipment. If a partial delivery of an order is made, Conklin shall submit a partial invoice to the purchaser for the product delivered. Payment for the partial invoice will be subject to the aforementioned terms. Conklin will re-invoice the purchaser for shortages or replacements upon shipment of those items. If the buyer's account has invoices unpaid after thirty (30) days, future orders may be subject to terms of cash with the order. Conklin reserves the right to require down payments with orders due to, but not limited to, credit history, project size, custom product or finishes, etc. The buyer will pay on demand all costs of collection, legal expenses, and attorney fees incurred or paid by Conklin in relation to past due invoices.

Sales Tax

Conklin is registered with multiple states. In this case, we are required by law to collect and remit sales tax to the states in which we are registered. Customers who are tax exempt are required to remit the relevant tax exempt forms to Conklin.

Payment Terms

A signed purchase order is required for all orders. First time orders require a 50% deposit and balance due at time of delivery, unless waived by an officer of Conklin. With approved credit, all balances are due within 30 days of invoice date unless otherwise approved by Conklin.



Credit

Customers seeking credit are required to complete a Conklin credit application. With approved credit, balances are due within 30 days of the invoice date. All accounts with balances beyond 30 days of invoice date will be put on credit hold until the balance is paid in full.

Delivery

All acknowledgments issued by Conklin state an estimated ship date. Conklin will use its best efforts to comply with such dates. If the product has been manufactured, but has not shipped and the purchaser cannot take delivery, Conklin can store the products for up to five (5) working days at no charge. After five (5) working days the products are subject to a monthly storage charge of 2% of the product value. Partial months of storage are invoiced and are payable as whole months. If the customer moves the ship date into the next billing period, Conklin reserves the right to invoice the customer in the current billing period. Title of goods shall then pass to the buyer at time of invoicing and storage charges will be enforced.

Short Term Detention Charges

If a delivery has left our docks and is in transit and the customer can not accept delivery there will be a charge of \$500 per day.

Freight Policy

All shipments are shipped via one of the following methods: Customer pick-up or FOB Holyoke, MA. A scheduled dock time is required for customer pick-ups and must be arranged in advance. Shipments outside the contiguous 48 states will be as agreed to with the customer. Conklin will select the method and terms of shipment, unless otherwise negotiated with the purchaser. If added costs are incurred, by reason of Conklin Office Furniture complying with a special shipment request by the customer, the added cost will be invoiced to the customer. Title and risk of loss shall pass to the purchaser at the time Conklin places goods in the possession of a common carrier or at the time of tender of delivery to the customer in the case of delivery by a Conklin vehicle. Partial shipments may be necessary and are at the discretion of Conklin. Conklin will attempt to honor timed delivery requests, but we will not be held responsible for delays with timed deliveries, unless the shipment has been guaranteed with the carrier in writing.

Freight Claims

Conklin is not responsible for damage to goods, which occur in transit or in storage. It is the purchaser's responsibility to examine goods upon receipt and to file any claims with the carrier. Any claims against Conklin for apparent defects, errors, or shortages must be made by the purchaser in writing within 5 days after any delivery. Failure by the purchaser to make any claim against Conklin within 5 days shall constitute acceptance of the goods and waiver of any apparent defects, errors or shortages.

Punch Lists

Buyer may delay payment of up to 10% of the invoice, without penalty, until all Punch List items are corrected. However, it is expressly understood that the remaining 90% of the invoice is due and payable, under the credit terms extended by seller, regardless of the presence or extent of Punch List items.

Returns

Returns must be approved by the seller, must be within 3 days of the original delivery, and are subject to the following restocking charges:

- Eco-Remanufactured product: Due to the customization of this product no returns are accepted.
- As-is product: 25% restocking fee
- New Conklin: Must be returned in the box, 25% restocking fee. If it is out of the box no returns accepted.
- New Other: No returns accepted.

Returned Checks

Buyer agrees to pay a processing fee of \$35 for checks returned due to insufficient funds, and further agrees that the entire Buyer's account balance is immediately due and payable upon notification from Conklin that the check was returned for non-payment.

Acts Beyond Reasonable Control

Conklin shall not be liable for any loss or damage resulting from any delay or failure in shipment, or other failure to perform all or part of its obligations, where such delay, failure, loss or damage is the proximate result of any act of any government authority or political subdivision thereof, revolution, riot, civil disorder or obtaining materials facilities, fire, flood, weather, act of God, or any cause not within the reasonable control of Conklin.