

Terms & Conditions

TERMS & CONDITIONS GOVERN

The SEDIA SYSTEMS Terms & Conditions shall apply to and govern all transactions and purchases of products (including any related services) between SEDIA SYSTEMS and SEDIA SYSTEMS' customer ("Customer"). Except as otherwise excluded by agreement, in writing, signed by SEDIA SYSTEMS and Customer, (i) these Terms & Conditions shall apply to and are incorporated into all agreements, whether written, oral or implied, with respect to the purchase of any products from SEDIA SYSTEMS by Customer pursuant to any quote, proposal, purchase order, invoice, or any other document related to the products provided by SEDIA SYSTEMS to Customer and into all orders, (ii) in the event Customer submitted an order or other Customer document reflecting terms and conditions applicable to products, these Terms & Conditions shall control, and (iii) Customer's acceptance of the products is conditioned upon acceptance by Customer of these Terms & Conditions and no others, and reflects Customer's assent to SEDIA SYSTEMS' Terms & Conditions as set forth herein. SEDIA SYSTEMS shall not be bound and no writing will constitute an order unless and until such writing is acknowledged by SEDIA SYSTEMS as provided below. Acceptance and acknowledgment of an order by SEDIA SYSTEMS or performance by SEDIA SYSTEMS is pursuant to these Terms & Conditions only, and constitutes a rejection of any additional terms and conditions of Customer.

PRODUCT PRICING

ALL FIXED SEATING PRODUCT PRICE LISTS ARE PRICED WITHOUT FREIGHT, SHIPPING AND INSTALLATION CHARGES. JUMPSEAT AND COMPLEMENTARY PRODUCT PRICE LISTS ARE PRICED WITH FREIGHT (ASSUMING SHIPMENT TO THE 48 U.S. CONTIGUOUS STATES) BUT WITHOUT INSTALLATION CHARGES. SEDIA SYSTEMS' prices applicable to all Customer orders shall be those in effect at the time SEDIA SYSTEMS receives a complete order from Customer unless: Customer and SEDIA SYSTEMS have in place a written special pricing or master supply agreement, which agreement specifies the prices to be paid by Customer; or Customer requests a product shipping date to occur more than one hundred twenty (120) days after SEDIA SYSTEMS' receipt of Customer's order (in which case SEDIA SYSTEMS shall have the option to apply to Customer's order the price list in effect as of Customer's requested shipping date).

FREIGHT TERMS

SEDIA SYSTEMS reserves the right to select the "Best Way" shipment methods and means (including, but not limited to, determination of the carrier, method of shipment, and routing). All shipments of fixed seating products are F.O.B. Origin. Freight charges are estimated at the time of order, and are based on shipments to the 48 U.S. contiguous states. Customer shall pay all freight charges, and shall pay any increases in freight charges by the carrier at the time of shipment and delivery, extra expenses resulting from any request by Customer for after-hours, holiday, weekend, or specific time delivery, or special carrier, shipping method, (e.g. air freight, exclusive use vehicle) packaging, and/or routing. At Customer's option, Customer may request quotes for freight charges or it may pick up the products itself.

INSTALLATION

Customer shall retain and pay for a SEDIA SYSTEMS Certified/Approved Installer to install all fixed seating product unless agreed to in writing by SEDIA SYSTEMS and Customer; provided, however, in such an event and at the determination of SEDIA SYSTEMS, Customer shall retain and pay SEDIA SYSTEMS to supervise such installation. Customer shall pay for the SEDIA SYSTEMS Certified/Approved Installer or the supervision of such installation at the prices set forth in the order.

REQUESTS FOR SPECIFIC DELIVERY TIME(S)

SEDIA SYSTEMS considers requests for delivery times and for drop shipments to job sites, and will undertake reasonable efforts to indicate any such request(s) to product carriers. SEDIA SYSTEMS may, in its sole discretion, extend to Customer the option of a carrier-guaranteed set delivery time at an additional cost to Customer. SEDIA SYSTEMS' liability for any damages incurred for any late deliveries, including labor and other expenses resulting from any such delays, shall be limited to a refund of the charge for the aforementioned carrier-guaranteed delivery time.

PAYMENT TERMS; NET THIRTY DAYS

Payment on all SEDIA SYSTEMS invoices shall be made in U.S. dollars within thirty (30) days of the date of each such invoice and without offset, back charges, retention, or withholding of any kind. Unpaid and delinquent invoices which remain unpaid or delinquent for more than 10 days after their due date shall be a "Default" and all such invoices shall accrue interest from the due date at the rate of one and one-half percent (1.5%) per month, or the highest rate permitted by law. Upon a Default, without waiver of SEDIA SYSTEMS' right to exercise any other remedy provided herein or otherwise by law or in equity, SEDIA SYSTEMS' remedies include but are not limited to any or all of the following: (a) termination of any order; (b) stopping delivery and/or installation of products; (c) cancel all pending orders and recover any cancellation charges from Customer; (d) repossessing any products pursuant to its security interest and selling any such products; (e) initiate legal process to recover all monies owed, and (f) reimbursement by Customer to SEDIA SYSTEMS for all reasonable expenses of enforcement of these Terms & Conditions including, without limitation, reasonable attorneys' fees and other legal costs and including all such costs (including reasonable attorney fees) associated with collecting delinquent or dishonored payments or with collecting or enforcing these Terms & Conditions including in any Customer bankruptcy proceeding.

FORCE MAJEURE

SEDIA SYSTEMS may terminate any order or the delivery and/or installation of any products upon written notice to Customer without liability if, in SEDIA SYSTEMS' sole reasonable discretion, providing the products, or any product, and/or installation of any product may be prohibited by law, statute, legislation, order, regulation or guidance issued by a court of law, governmental body or regulatory body, or by any contract to which SEDIA SYSTEMS is a party, or the occurrence of one or more of the following impediments, beyond SEDIA SYSTEMS' reasonable control the products, or any of them, cannot be delivered and/or installed for reasons including, without limitation, Acts of God, fire, lightning, explosion, war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization; civil war, rebellion, revolution, military or usurped power, insurrection, embargo, civil commotion or disorder, mob violence, act of civil disobedience; terrorism, riot, sabotage, or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; disorder, flood, draught; weather of exceptional severity, natural disaster; acts of local or central government or other authorities or regulatory bodies, act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; industrial disputes (whether or not involving SEDIA SYSTEMS' employees), transportation delays, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current; general labor disturbance or disputes such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of Sedia Systems, computer failure, hardware failure, telecommunications failure, electronic mail failure, power failure, or failure of Customer to cooperate with the reasonable requests of SEDIA SYSTEMS.

CUSTOM DEPOSITS

Customer may be required to pay a deposit equal to fifty percent (50%) of the purchase price of any custom or nonstandard products identified in Customer's purchase order. Any such deposit shall accompany Customer's purchase order.

SECURITY INTEREST IN PRODUCTS

SEDIA SYSTEMS shall retain a purchase money security interest in all products sold to Customer and for which Customer has not made full payment. Customer agrees to execute any and all instruments necessary to document the creation of this security interest and/or to perfect the same. Customer further agrees to assemble and deliver to SEDIA SYSTEMS all products subject to this security interest in the event of a Default.

ACKNOWLEDGMENTS

No order is deemed accepted by SEDIA SYSTEMS until: (i) an acknowledgment is made by SEDIA SYSTEMS at its headquarters in Chicago and (ii) SEDIA SYSTEMS sends the acknowledgment to Customer. SEDIA SYSTEMS sends acknowledgments on all accepted orders. Please read these acknowledgments and contact SEDIA SYSTEMS immediately if there is any discrepancy. In the event of any difference or inconsistency between SEDIA SYSTEMS' acknowledgment and Customer's purchase order, SEDIA SYSTEMS' acknowledgment will control. In the event the model number and description differ on the purchase order, the model number will be the determining factor. Any error or discrepancy on acknowledgment must be reported to SEDIA SYSTEMS in writing within three (3) working days of acknowledgment date. All acknowledgments contain an estimated shipping date, but an order may ship earlier than the estimated shipping date. If Customer desires delivery on or after a specified date, Customer must write "Do not ship for arrival before [date]" on Customer's purchase order. Lead time for fixed seating projects begins from the date of signed shop drawings. Initial shipping date acknowledgement for fixed seating will be an estimate based on information provided at the time of purchase order

FAX ORDERS

Orders may be sent to SEDIA SYSTEMS via facsimile (312-277-7160). If, following submission of a facsimile order to SEDIA SYSTEMS, Customer sends a confirming order, such confirming order must be marked "Confirming Order. Original order sent via fax." SEDIA SYSTEMS will not be responsible for any duplication orders caused by unmarked hard copy, duplicative confirming orders, or orders sent via facsimile more than once.

CHANGES OR CANCELLATIONS OF ORDERS

Purchase orders acknowledged by SEDIA SYSTEMS cannot be changed or cancelled without SEDIA SYSTEMS' consent, which consent may be conditioned upon Customer's agreement to pay increased or additional expenses resulting from the requested change or cancellation including but not limited to a twenty-five percent (25%) cancellation charge if order is cancelled or changed at least thirty (30) days before shipment. No refund or credit will be given for orders cancelled within thirty (30) days of shipment or orders involving custom product.

TITLE AND RISK OF LOSS

Title to product shall pass to Customer upon delivery by SEDIA SYSTEMS to the carrier. Customer agrees and acknowledges that upon delivery by SEDIA SYSTEMS of the product to the carrier at origin, risk of loss passes to Customer. If Customer receives product that is freight damaged, Customer must take the following steps: (1) Before signing for the merchandise, make careful notation of all damages on the bill of lading or delivery receipt; (2) Immediately file a claim with the delivery carrier. Request an inspection by the carrier agent; (3) The claim must be filed within fifteen (15) days of receipt of goods; and (4) Retain all shipping cartons for inspection by the carrier agent. For concealed damages follow steps (2) through (4). SEDIA SYSTEMS DOES NOT CARRY INSURANCE ON THE PRODUCTS AND CUSTOMER SHALL BEAR THE RISK OF LOSS AFTER THE PRODUCTS ARE DELIVERED TO THE CARRIER. SEDIA SYSTEMS is not responsible for products damaged, stolen or lost in transportation.

SHIPMENT DAMAGE CLAIMS

All products are packaged to comply with carrier requirements and leave SEDIA SYSTEMS' manufacturing facilities in good condition. Customer shall be responsible for careful inspection of all product upon delivery and before acceptance. Any damage discovered upon delivery must be noted on the bill of lading. Notification of damage discovered after delivery must be given to the carrier within fifteen (15) days immediately following delivery, and all damaged product must be kept at the point of delivery in its original packaging. SEDIA SYSTEMS shall not be liable for loss or damage to product that occurs in transit, and Customer's sole remedy for any such damages shall be to seek appropriate recourse against the carrier.

WEIGHTS AND DIMENSIONS

All weights and dimensions listed in SEDIA SYSTEMS' price or product listings are approximate.

NOTIFICATION TO SEDIA SYSTEMS

Except as set forth elsewhere in these Terms & Conditions, all inquiries and correspondence to SEDIA SYSTEMS should be directed to: SEDIA SYSTEMS, 1820 W. Hubbard St., Suite 300, Chicago, IL 60622 312-212-8010.

WARRANTY

SEDIA SYSTEMS warrants products purchased hereunder to be substantially free from defects in materials and workmanship provided SEDIA SYSTEMS receives written notice of an alleged defect within the time periods set forth below ("Warranty"). SEDIA SYSTEMS will, at its sole option, repair or replace product that it determines to be defective as a result of faulty material or workmanship:

Structural Components	10 Years
Operating Mechanisms, Plastic, Wood & Electrical Components	5 Years
Upholstery Components, Non-Standard Product	1 Year

Repair or Replacement is Sole Remedy

Such repair or replacement shall be the sole and exclusive remedy for any breach of the Warranty. Customer agrees and acknowledges that such repair or replacement is an adequate remedy. In the event SEDIA SYSTEMS fails to repair or replace a product it has determined is defective as provided herein, the Customer's remedy shall be the return of the purchase price actually paid by Customer for the defective product on a prorated basis based upon a useful life of ten (10) years.

Exceptions to Warranty coverage: The Warranty does not cover the following:

- Normal wear and tear of upholstery
- Evidential abuse or mishandling
- Inappropriate use of product
- Use of unsuitable cleaning products
- Installation on flooring or wall that does not meet minimum structural requirements
- Installation of product by someone other than a Sedia Systems Certified/Approved Installer
- Material alteration of product
- Natural variations occurring in wood and leather, and/or color fastness, and/or variations in matching colors, grains or textures of materials shall not be considered defects.

DISCLAIMER OF ALL OTHER WARRANTIES. EXCEPT FOR THE FOREGOING WARRANTY, SEDIA SYSTEMS HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS AND ANY SERVICES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

LIMITATION OF LIABILITY

SEDIA SYSTEMS shall not be liable to Customer for personal injury, death, property damage and/or any other damage arising from or relating to the design, specifications, or manufacturing of the products, any services and/or from Customer's or any other person or entity's use of the products. In no event and under no circumstances shall SEDIA SYSTEMS' total liability to Customer for any cause or claim whatsoever exceed the purchase price paid by Customer for the product and/or services determined to be defective. This limitation shall apply regardless of the form of action, whether in contract, tort, statute or otherwise, AND In no event shall SEDIA SYSTEMS be liable to Customer for any special, indirect, incidental, consequential, exemplary, or punitive damages of any kind or nature, in any way arising out of or relating to any order, these Terms and Conditions, the products, any services, or the Warranty, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS, LOSS OF BUSINESS, LOSS OF REPUTATION, LOSS OF GOODWILL, LOST SALES OR OTHER ECONOMIC OR NON-ECONOMIC LOSS.

LAW AND VENUE

Illinois law, without reference to its conflicts of laws principles, applies to any matters arising from or relating to these Terms & Conditions, the products or any services. Jurisdiction and venue for any dispute arising from or related to the SEDIA SYSTEMS products or any services is exclusively proper in the state or federal courts located in Chicago, Illinois.