

terms and conditions**Sales and Service Policy**

Guidelines detailing the operating policies and procedures of Bernhardt Design are provided in the Sales and Service Policy available online at <http://www.bernhardtdesign.com/sales-and-service-policy>.

Prices and Specifications

Prices and specifications are subject to change without notice. All prices quoted will be FOB our factories. If applicable, sales tax will be based on ship-to destination.

Bernhardt Design reserves the right to make changes in dimensions, construction, price lists, or product literature without prior notice.

Order Entry

All orders are subject to final acceptance by Bernhardt Design in Lenoir, NC. Receipt of our acknowledgment indicates acceptance of your order subject to the terms set forth on the acknowledgment. Bernhardt Design attempts to clarify all purchase orders. However, in the event the price list number and description on the purchase order differ, the price list number will prevail.

Changes / Cancellation

All orders in production are considered firm orders and are not subject to changes or cancellation.

Custom Design

Bernhardt Design may alter products to meet specific needs. Contact your local sales representative when a custom design is needed. Custom designs require minimum quantities, additional lead time, and upcharges.

A custom job number, available from your local sales representative, must be submitted with purchase orders. Orders combining custom design with standard product cannot be scheduled for production until custom items are approved. Custom design orders are not subject to revision or cancellation after acknowledgment.

Tackboards

All tackboard fabric must be supplied with a heavy backing. Tackboards may be upholstered using Bernhardt Textiles fabrics that have been preapproved for application. Consult your Bernhardt Design sales representative for a listing of the preapproved Bernhardt Textiles fabrics. All COM for tackboards must be preapproved.

All tackboard fabrics will be cut and applied at the discretion of Bernhardt Design unless special cuttings identifying and stating horizontal or vertical application are included in writing with the purchase order.

Customer's Own Material (COM) for Tackboards

Due to aesthetic reasons or application restraints, Bernhardt Design must preapprove COM fabrics for application on Bernhardt Design products adhering to the stated preapproval procedure.

Bernhardt Design will not be held responsible for defective fabrics as all COM's are accepted as first quality goods.

PREAPPROVAL PROCEDURE

Please submit a 12" x 12" sample prior to the actual shipment of COM to Bernhardt Design. Ship COM samples to the following address and tag as noted:

Shipping Address:

**Bernhardt Design
1839 Morganton Blvd. SW
Lenoir, NC 28645
Attn: Customer Service**

Tag Sample:

Along with the COM Sample, the product number, quantity of products and contact information must be specified for approval purposes.

Bernhardt Design reserves the right to reject any covering which in our opinion is unsuitable for upholstery purposes. However Bernhardt Design shall in no instance be held responsible for tailoring variances that result from the application of a particular textile.

Submitting Approved COM

After approval, ship tackboard COM with heavy backing applied to the following address and tag as follows:

Bernhardt Design	Dealer: _____
Plant 7T Door #10	Tag For: _____
1402 Morganton Blvd	Product No: _____
Lenoir, NC 28645	PO No: _____
	Acknowledgment No: _____
	Contact: _____

All COM must be properly tagged on the receiving documents in order for Bernhardt Design to match your fabric with your order. Bernhardt Design will not be responsible for any delays caused by COM not correctly marked.

COM Disclaimer

Bernhardt Design is not responsible for any unclaimed COM 30 days after shipment of Bernhardt Design acknowledgment. It is the responsibility of the dealer to request the return of excess COM on the initial purchase order.

Shipping

Bernhardt Design will ship in accordance with customer instructions whenever possible. If not specified, Bernhardt Design will exercise its best judgement in selecting a carrier. Orders in production will be shipped as scheduled and cannot be held.

High quality cartoning meeting trucking and railroad specifications is standard at no extra charge. Some items may be blanket wrapped for shipment.

Freight Damage and Claims

Bernhardt Design is not liable for damages that occur during transit or storage. The carrier assumes all responsibility upon acceptance of product. It is the customer's responsibility to inspect all products upon receipt and file any claims with the carrier. No product should be refused.

If products are received damaged, a written exception should be made on the bill of lading and an immediate inspection be requested of the carrier. Concealed damage must be reported to the carrier within 10 business days from date of delivery.

Failure to make claims shall constitute acceptance of the products and waiver any claims of defects, errors or shortages.

In the event delivery is made on a Bernhardt Design truck, the products should be carefully inspected for transit damage. If contents are damaged, the driver should be notified to call his dispatcher for immediate disposition. Concealed damage must be reported within 10 business days from date of delivery and product/packaging held for inspection by a Bernhardt Design representative.

Replacements for product damaged in shipment or storage will be manufactured upon receipt of a purchase order.

Returns

No merchandise may be returned to Bernhardt Design without written consent in the form of a Return Authorization from our Quality Assurance Department stating why the item is being returned and how the item will be shipped.

Unauthorized returns will be automatically refused by our receiving department as well as returns not in accordance with Bernhardt Design shipping instructions. Liability for defective merchandise shall be limited to the replacement or repair of that merchandise, and Bernhardt Design shall not be liable for other damages or losses.

Measurements and Weights

All measurements and weights are approximate and subject to change without notice.

Care and Cleaning

Finished wood surfaces should be cleaned with a soft damp cloth, wiping in the direction of the grain. Furniture should be buffed dry immediately with a soft cloth.

Wood Finishes

Bernhardt Design tables are available in finishes that are compatible with casegoods and seating finishes. However, finishes on tables may vary slightly from those on casegoods and seating due to the natural characteristics of the wood. No absolute match is implied or guaranteed.

Light Finishes

Bernhardt Design offers lighter finishes 836, 837, 840, 850, and 870 on certain veneers. Light finishes do not hide or mask the natural characteristics of the wood. Therefore, inherent natural characteristics of the wood will vary from piece to piece when using a light finish. Natural characteristics include the natural discolorations of the wood substance and color variations in glued up stock. These natural characteristics are not considered defects by Bernhardt Design, and therefore merchandise will not be replaced.

Special Finishes

Special finishes, made to customer specifications and subject to factory approval, may be available at a **5% net upcharge with a \$500 net minimum.**

Additional leadtime may be required for special finish items. Special finish orders will not be acknowledged until the special finish sample is approved in writing and received by Bernhardt Design Customer Service. Special finish orders are not subject to revision or cancellation after acknowledgment.

Installation and Maintenance

All freestanding casegoods are equipped with leveling devices. Local floor conditions vary, and it is always necessary to properly adjust leveling devices. Proper leveling is essential to the alignment and function of doors and drawers. Improperly leveled units result in misaligned doors and drawers and may impair locking mechanisms or other functional hardware.

After the initial installation of casegoods, it may be necessary to readjust and align the units to compensate for settling. This should be expected as a matter of routine maintenance and follow-up to assure proper case function.

Proper installation of Bernhardt Design casegoods is the responsibility of the dealer. Improperly installed units can result in permanent damage to case components. Damage due to improperly installed furniture not covered under product warranty.

Warranty

Bernhardt Design will repair or replace, at its discretion, any casegoods product or part thereof which fails as the result of defects in material and workmanship, under single shift use and normal care for five years. This warranty shall apply only to the original purchaser. This warranty does not cover normal wear and tear, misuse or abuse of product, dramatic temperature changes, exposure to unusual conditions or damages incurred by contact with seating products, tables, desks or other surfaces.

Natural color changes, variations or movements in lumber or veneer products, exposure to extreme temperature changes and direct sunlight may cause color changes and/or surface damage. These are circumstances beyond the control of Bernhardt Design and are not warranty issues. Repair or replacement of discontinued product will be at the discretion of Bernhardt Design.

This warranty is the customer's exclusive remedy for product defect and does not apply to damage caused by a freight carrier, dealer, installer, user modification, attachments to a product, or any third party. Bernhardt Design has the exclusive right to make the final determination of product misuse or abuse.

Except as stated above, Bernhardt Design makes no express or implied warranties as to any product, and in particular, makes no warranty of merchantability or of fitness for any particular purpose. Bernhardt Design shall not be liable for any consequential or incidental damages or for commercial loss arising from any product defect.

Operational Parts Warranty

Drawer glides, drawer boxes, drawer pulls, and lock mechanisms have a Life-Time Warranty for original purchaser. Power and communication components are warranted for one year.

Wall Mount Units Warranty

Wall mounted units are supplied with an adequate attachment device but not with hardware to attach this device to the support wall. It is the responsibility of the dealer/installer to ensure the wall structure is adequate to support the unit and that the attachment device is properly secured to the wall structure.

Design and Patent Rights

All of the products shown in Bernhardt Design catalogs and described in Bernhardt Design price lists are, and remain, the property of Bernhardt Design, with the sole right reserved to manufacture and to distribute.

Some of the product designs shown are patented in the United States and will remain the property of Bernhardt Design. Any reproduction of the products constitutes an infringement of patented copyright laws and will be subject to prosecution.

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