

GENERAL INFORMATION AND CONDITION OF SALE

Terms and Pricing:

2% 10/NET 30 DAYS FROM DATE OF SHIPMENT UNLESS OTHERWISE STATED. Cash discounts apply to cost of product only (not including tax and freight). F.O.B. Horizon Warehouse. Interest will be charged on overdue accounts at prevailing rates. Any products sold are the property of HORIZON and shall remain their personal property until fully paid for. Prices are suggested list only and are subject to change without notice. **GST/HST EXTRA.**

Colour:

Slight variations in colour may occur and must be accepted as normal.

Customer's Own Material (COM):

A sample of material must be sent to HORIZON for approval prior to acceptance of order. Acceptance of **COM** fabric signifies that such material can be applied to the products. **COM** is applied at customer's own risk and is excluded from HORIZON Warranty. Pricing will be as **Group II Fabric**.

COM yardage requirement is based on non-directional material widths of 54". Additional yardage may be required if width of less than 54" or if pattern requires matching. Fabric must be clearly labeled with customer's name, order number, model number, quantity of material and specific instructions. All **COM** orders must be shipped prepaid to Horizon's warehouse.

Customer Specified Material (CSM) as ordered by Horizon at customer's request is excluded from Horizon's warranty.

Returns/Cancellations:

No return of merchandise will be accepted by HORIZON without prior written consent. Cancellations and returns are subject to **20% minimum restocking charge**. All returns must be freight prepaid and subject to inspection upon receipt.

Shipping:



Choice of carrier will be HORIZON'S unless otherwise specified and available. In the event that shipment is prepaid and charged, a surcharge may be added to the actual freight for administration. F.O.B. point is Horizon's warehouse. HORIZON will make no end-user shipments, **all deliveries are dock to dock. All shipping weights and cubic measures are approximate.**

Horizon ECA offers 24-hour order confirmation on all orders. Most items will be shipped next day for orders received before 12:00 PM. Special order or custom products will have expected delivery dates quoted on order confirmation (limitations may apply). The choice of carrier will be HORIZON's unless otherwise specified and available. In the event that freight charges are prepaid and charged to the dealer, an administration surcharge may be added to the actual freight charges. The FOB point for all shipments shall be Horizon's warehouse. Please note that orders combined with seating products will be grouped and shipped together unless otherwise requested.

Shortage and Damage:

All product is carefully packed and inspected before shipment. Seller's responsibility ceases when the carrier issues the receipt to the seller. Carrier assumes liability for all damages or shortages.

Inspect shipment on delivery. If pieces are missing (short), cut or otherwise in bad condition, note full information on carrier's copy and your copy of Freight Bill and Delivery Receipt. **IMPORTANT!** When buyer gives the delivery carrier a clear receipt for a shipment, the carrier is relieved of further responsibility.

Open cartons immediately! If damages are found - don't destroy carton or container! Call carrier and report damage immediately and request an inspection. Confirm this request in writing. Hold carton and unit for their inspection. This must be done within 48 hours of delivery. After inspection (or if carrier fails to inspect) a written claim must be filed within two weeks of delivery. Any claim for damage or shortage must be filed by you with the delivery carrier. Seller will not accept return of merchandise damaged in transit.

Note:

HORIZON reserves the right to make changes to design, specifications and material, as well as discontinue product at any time without prior notice.

All dimensions, weights, etc. are approximate as they will change when various mechanisms, options and or accessories are added.

HORIZON GENERAL WARRANTY INFORMATION

HORIZON offers the following warranties to the original owner of a Horizon product, when purchased from an authorized HORIZON dealer. These warranties protect the original purchaser against defects in materials and workmanship. The warranties do not cover any onsite labour or transportation costs incurred during the warranty period. HORIZON will repair and/or replace, solely at its discretion, components found to be defective, as the sole remedy for any covered defect. These warranties do not cover products that are abused, misused, altered or damaged during shipment or storage, as determined by HORIZON. Warranties do not apply to damage caused by normal wear and tear or any products being used for rental purposes.

HORIZON warranties do not apply to failures resulting from: negligence, abuse, misuse or accident, improper assembly, installation or maintenance, modification, attachments or unauthorized repairs, damage caused by carriers in transit or delivery. HORIZON makes no warranty that any of its products are suitable for any specific purpose and makes no other warranties, expressed or implied, other than set out here. In no event shall HORIZON be liable for any loss, direct or indirect, nor for any damages, whether incidental, consequential or exemplary. **NOTE:** Warranties set out below are based on normal commercial product use unless specifically stated otherwise. Normal use is defined as standard, single shift work day (8hrs/day - 40hrs/week) for users weighing up to 275 pounds.

Horizon Seating™ - 15 Year warranty

HORIZON extends a 15-year warranty on all non-moving metal components to the original owner of any Horizon Seating product, purchased from an authorized HORIZON dealer. HORIZON also offers the following additional warranties: Ten (10) years on all bases, gas cylinders and control mechanisms. All wooden, plastic and polyurethane components, as well as foam and upholstery materials, are warranted for two (2) years.

Fenwick™ Heavy Duty and 24 Hour Seating

HORIZON offers the same warranty coverage as outlined for the Horizon Seating line for Fenwick™ Heavy Duty and 24 Hour Seating products. The usage limitation is extended to include multi-shift and 24 hour applications as well as users weighing up to 400 pounds.



Activ™ Seating - 5 Year Warranty

HORIZON warrants the Activ™ seating products so designated to be free from defects in materials and workmanship for 5 years on bases, gas lifts, mechanisms and armrests. Foam, upholstery, casters, wooden and plastic components are warranted for 2 years.



Activ™ Seating - 2 Year Warranty

HORIZON warrants the Activ™ seating products so designated to be free from defects in materials and workmanship for 2 years on bases, gas lifts, mechanisms and armrests. Foam, upholstery, casters, wooden and plastic components are warranted for 1 year. Users up to 250 pounds.



Horizon ECA™ - Limited Lifetime Warranty

HORIZON warrants that their computer hardware support products so designated will be free from defects in materials and workmanship and will perform their intended function, under normal installation and use, for the lifetime of the product. Components of the support mechanisms which provide height adjustment or a reduction in closing forces shall be warranted for a period of 5 years.



Horizon ECA™ Products - 2 Year Warranty

HORIZON warrants that their computer hardware support products so designated will be free from defects in materials and workmanship for a period of 2 years for metal components, frames and attachments as well as height adjustable table motors, when installed and used as intended.



ActivErgo™ Products - 5 Year Warranty

HORIZON warrants that their computer hardware support products so designated will be free from defects in materials and workmanship for a period of 5 years for metal components, frames and attachments as well as height adjustable table motors, when installed and used as intended. Other electrical components and switches are warranted for 3 years.