

# TERMS AND CONDITIONS

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## TERMS

1% 10, net 30 days from invoice date. Delinquent invoices may be subject to interest charges and collection fees.

## LEAD TIME

**2-Day Quick Ship.** All models can be ordered to ship in 2 days from receipt of a valid Purchase Order\* (excluding Zoom500, Zoom Pace, Hot Rod upholstered seat, Hot Rod Tablet Arm, Side chairs with silver or chrome frames, café tables and jury base models.) You must specifically mark your Purchase Order “2-Day Quick Ship” or it will be scheduled for production as a standard lead time order. Limit 40 chairs per order. The Basics textile collection supports the 2-Day Quick Ship program.

**Standard Lead Time.** All standard orders, excluding COM orders, will be shipped within 2 to 6 weeks after receipt of Purchase Order including CAL TB 133 products.

*\*Purchase orders must contain all required information and be credit approved before being scheduled for production.*

*Missing information and discrepancies can cause scheduling and shipping delays. See Hot Rod Price Page 34 for lead times on this series based on thermoplastic shell colors and options.*

## FREIGHT/SHIPPING POLICY

**Standard ground transportation charges for shipments within the 48 contiguous states are prepaid by Zoom Seating. A small order charge of \$40 net will be added to the invoice for orders totaling less than \$800 list.**

Zoom Seating has the right to determine the freight carrier. If expedited freight or special transportation services are requested by the customer, the expenses incurred for these services will be added to the customer invoice.

If the shipping destination is outside the continental U.S., freight will be prepaid by Zoom Seating to the nearest port.

## DAMAGED OR LOST SHIPMENTS

Zoom Seating shipments are placed with the carrier free of damage and are signed for as such by the carrier’s agent. At this point, the carrier is responsible for safe delivery of the product. It is the customer’s responsibility to inspect all cartons upon delivery and note any shortages or damages on the bill of lading and have it signed by the carrier. The recipient should immediately file a freight claim with the transportation company.

Concealed damage must be reported within 48 hours of delivery to the transportation company and a carrier inspection requested. All freight claims must be filed with the freight carrier within 48 hours of receipt of the shipment.

## CHANGES/CANCELLATIONS

**2-Day Quick Ship Orders.** Due to immediate production scheduling, 2-Day Quick Ship orders cannot be cancelled or changed.

**Standard Lead Time Orders.** Contact Zoom Seating’s Customer Service Department regarding order changes or cancellation requests. The production status of the order will determine if changes and/or cancellations will be accepted by Zoom Seating and if penalties will be incurred. Requests must be in writing.

## RETURNS

Requests to return merchandise must be submitted to Zoom Seating’s Customer Service Department for approval. Returns are subject to a 40% restocking fee plus freight. Authorized returns will be issued a Return Authorization Number along with return shipping instructions. All returns must be sent freight prepaid by the customer and be returned in the original shipping cartons. The Return Authorization Number must be written on all cartons. Unauthorized returns will be refused by Zoom Seating. COM orders are not returnable.

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## CAL TB 133

When seating is required to comply with California Technical Bulletin 133 (CAL TB 133), Zoom Seating offers a CAL TB 133 option which can be added to the models listed below when upholstered in one of Zoom Seating's carded fabrics.

The option code "CA" must be specified beside the model number on the Purchase Order and the applicable upcharge applied. (Look for the "CA" option on individual model price pages.)

**Celebrity** Mid Back and Manager High Back  
**Champion Mesh**  
**Cruiser** (Requires optional aluminum base)  
**Ribbon**  
**Trophy**  
**Zoom Derby**

**Charger**  
**Clinch**  
**Hot Rod** Sled Base (Black Shell only -  
Contact Customer Service for pricing,  
lead time and minimum quantities)  
**Zoom Pace**

**Champion**  
**LeMans**  
**Speedy**  
**Turbo**  
**Zoom500**

As a service to our customers, Zoom Seating will facilitate CAL TB 133 testing/certification on a Customer's Own Material (COM) through an independent laboratory on an eligible Zoom model for a fee of \$500 net per fabric.

## GENERAL

- All list prices stated are in U.S. Dollars and are subject to change without notice. Prices in effect at time of shipment prevail.
- Specifications are subject to change without notice.

# WARRANTY

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Zoom Seating warrants to the original purchaser that all seating products are free from defects in design, materials and workmanship for the Lifetime of the product from the date of purchase, under normal use and care (standard eight (8) hours work day, five (5) days a week). This includes pneumatic cylinder, mechanism, base and casters.

Foam and fabric are warranted for five (5) years). Customer's Own Material/Leather (COM/COL) is not covered under the Zoom Seating warranty.

Hot Rod, Speedy, Café-height Tables and Ribbon frames are warranted for ten (10) years.

Charger Multi-Task Heavy Duty/24-Hour Use chair is warranted for ten (10) years including the cylinder and mechanism; five (5) years on casters; and two (2) years on fabric and foam. Charger with the HD option has been fully tested to exceed the industry test standards set by ANSI/BIFMA. This chair is designed for 24-hour use applications. The weight rating for this chair is 350 lbs. maximum.

To file a claim under this warranty, written notice must be submitted explaining the defect along with a proof of purchase. If the claim falls within the applicable warranty period stated above, Zoom Seating, at our option, will either replace or repair the defective product with a comparable component or product.

This warranty does not include defects from misuse, accidents, negligence, abuse, shipment, handling, storage or environmental conditions. Any modifications to Zoom Seating products by the purchaser, purchaser's employees or agents, void this warranty.

This expressed warranty is exclusive of all other warranties, expressed or implied, including without limitation any implied warranty of merchantability or fitness for a particular purpose, and all other warranties arising from the course of dealing or usage of trade.

# HOW TO ORDER

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Zoom Seating's Customer Service Department accepts orders via fax, mail or e-mail (Word or Acrobat PDF files acceptable).

The following information must be included on all Purchase Orders:

- Bill To/Ship To Address
- Contact Name, Phone and Fax (for both purchaser and receiver)
- Purchase Order Number
- Order Quantity of each Model Number
- Fabric Code, Pattern and Color for each Model ordered (for COM order, see Page 61)
- Any optional features required
- Each Price and Extended Price for each Model
- If requesting 2-Day Quick Ship, this must be marked on the Purchase Order, otherwise the order will be scheduled to ship within the standard lead time.
- Any special shipping instructions. Charges incurred for special routing will be added to the customer invoice.

Scheduling and shipping delays can occur if Purchase Orders are received with discrepancies or missing information.

## **Forward Purchase Orders to:**

Zoom Seating  
Attn: Order Entry  
11451-A Harter Drive  
Middlebury, IN 46540  
or Fax Toll-Free to: 866-839-9777  
or E-Mail to: [orders@zoomseating.com](mailto:orders@zoomseating.com)

An acknowledgement of the order will be faxed or e-mailed to you after being scheduled for production. Please review immediately and notify Zoom Seating Customer Service of any discrepancies.

## **ZOOM FABRIC ON DEMAND PROGRAM**

In an effort to continue to ease your load in selling a COM fabric, leather or vinyl Zoom Seating proposes to help make the transaction seamless.

All you need to do is determine the fabric required and then contact Zoom Customer Service at 866-839-9666, advise them of your requirements and sit back and relax. Zoom will contact the fabric vendor and grade in the necessary fabric into Zoom's fabric grade program. Zoom will also quote a lead time based on the fabric vendor's availability. You will receive one invoice from Zoom for both fabric and chair and, as always, freight is included. Shipment on most orders will be ten business days after receipt of fabric. On demand fabric is considered COM fabric for warranty purposes.

What could be easier? Let Zoom do the work! Call us today!

See pages 62-64 for Momentum textile selections.

Please check Zoom's COM fabric listing on the Zoom Seating website, [www.zoomseating.com](http://www.zoomseating.com) for the approved fabric list.