

Terms & Conditions

MODERN GRAIN

Thank you for choosing ModernGrain for your office needs. We are dedicated to providing the highest quality furniture paired with unrivaled customer service. If you have any questions, please call us at [508.829.8947](tel:508.829.8947)

Application of Standard Terms

Only the standard terms of sale stated below apply to any transaction unless those terms are modified or supplemented by a written document signed by an officer of ModernGrain. Any terms or conditions contained in a Customer's purchase order, including standard printed provisions, that are additional to or contrary to the terms and conditions stated by ModernGrain, are not valid.

Prices and Specifications

Prices and Specifications for any order will be determined using the published ModernGrain price list effective on the date the Customer's completed purchase order is received. When applicable, sales tax will be collected based on the ship-to destination.

Prices, design specifications, product availability, delivery charges, product literature and terms and conditions of sale are subject to change without notice.

Order Receipt

All purchase orders are subject to final approval by ModernGrain. Receipt of our acknowledgement indicates acceptance of your order subject to ModernGrain's standard terms and condition, unless otherwise stated in our acknowledgement.

Changes and Cancellation

ModernGrain's acceptance of an order is final and binding. An order may not be changed or cancelled without ModernGrain's written consent. All requests to change or cancel accepted orders must be sent in writing to ModernGrain Customer Care. Changes or cancellations must be approved in writing by an officer of ModernGrain and additional charges may apply.

Payment Terms

A 50% deposit is required with Customer's purchase order. The balance of payment is due within 30 days of delivery.

Custom Design Policy

ModernGrain is committed to providing professional environments tailored to the needs of our Customers. Your local sales representative and the design team at ModernGrain will work to create a customized solution for your office requirements. Custom design and products may incur additional lead time and upcharges. Orders combining custom design with standard products cannot be received and scheduled for production until custom items are approved.

COM Policy

Inclusion of Customer-supplied materials in ModernGrain products is subject to approval and may incur additional charges. Samples of Customer-supplied materials must be submitted to and approved by the

design team at ModernGrain before orders are received. If an order includes Customer-supplied materials, Customer must ship those materials to ModernGrain at Customer's own expense. The materials must be tagged with Customer's name, and ModernGrain's purchase order number. ModernGrain is not liable for any defects in Customer-supplied materials. Customer will be notified of any apparent defects in Customer-supplied materials before manufacturing begins. All Customer-supplied material will be utilized at the discretion of ModernGrain unless special instructions stating the manner of application are included in writing with the purchase order.

Storage

If Customer cannot accept delivery when products are ready, ModernGrain reserves the right to transfer products to storage. ModernGrain considers transfer to storage the equivalent of delivery and products will be invoiced at that time. Customer is responsible for actual storage charges and any other expenses relating to the storage of products or materials that ModernGrain incurs. Customer bears all risk of loss for products or materials in storage.

Delays

ModernGrain is not liable for failure to ship by the acknowledged shipping date or any other date. ModernGrain is not liable for a delay or failure in shipment or performance if the delay or failure is caused by acts of omission of Customer, its agents, employees, contractors, a governmental authority, or God; delays in transportation; or other similar causes that are not within ModernGrain's reasonable control. ModernGrain is excused from further performance of its obligations for the duration of a force majeure cause.

Freight Damage and Claims

ModernGrain 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 and inventory all products upon delivery and file any claims with the carrier. No product should be refused. If products are received damaged or missing, a written exception should be made on the bill of lading and an immediate inspection requested of the carrier. Concealed damage must be reported to the carrier within 15 days of receipt. Failure to make claims within that time frame will constitute acceptance of the products and waiver any claims of defects, errors, or shortages.

When delivery is made by a ModernGrain truck, the products should be carefully inspected for transit damage. If contents are damaged, the driver should be notified to call a ModernGrain representative to inspect the original packing material and product. Concealed damage must be reported within 15 days of receipt of product.

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

Return Policy

No Merchandise may be returned to ModernGrain without written consent from ModernGrain Customer Care in the form of a Return Authorization, approving why the item is being returned and how the item will be shipped. Unauthorized returns will be refused by ModernGrain as well as items not shipped in

accordance with the terms on the ModernGrain Return Authorization. Liability for defective merchandise shall be limited to the replacement or repair of that merchandise at the sole discretion of ModernGrain. ModernGrain will not be liable for other damages or losses.

Measurements and Weights

The measurements and weights listed in our literature are approximate and subject to change without notice. It is the responsibility of the Customer to ensure that ordered products can be delivered to and will fit into the spaces they are intended for. ModernGrain will not be held responsible for doorway, hallway, stairs or elevator size restrictions unless they are specified in writing prior to the acceptance of the purchase order. Modifications to published measurements and weights requested by the client will be considered custom options and may incur an upcharge. Custom delivery or installation requirements must be submitted in writing prior to receipt of the purchase order and may incur an upcharge.

Care and Cleaning

Finished wood, metal, glass and solid 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. The use of chemical cleaning agents or abrasive compounds may discolor or damage the material.

Wood Finishes

Wood is a natural material that exhibits natural variations in color and grain pattern. Wood products may show slight variations in these characteristics which are not considered defects by ModernGrain. No absolute color match is implied or guaranteed.

Natural Finishes

ModernGrain offers a variety of wood species with clear finishes to exhibit the natural beauty of the material. Clear finishes do not hide or mask natural color variations in the wood and these characteristics may vary from piece to piece. Natural characteristics include the natural discolorations of the wood substance and color variations between adjoining pieces. These characteristics are part of the natural beauty of the material and not considered defects by ModernGrain. Therefore, merchandise will not be replaced due to these inherent characteristics.

Custom Finishes

ModernGrain is committed to tailoring our products to our Customer's needs. Custom stains and finishes made to Customer specifications are available subject to the approval of ModernGrain. A custom finish sample must be approved in writing by the Customer before a custom finish order is acknowledged. Additional lead-time may be required for custom finish orders. Custom finish orders cannot be revised or canceled after order acknowledgement.

Environmental Certification Policy

ModernGrain believes in the importance of environmental stewardship and corporate social responsibility. We are proud to offer our casegoods collections constructed with FSC, ECC and CARB II certified materials upon request. Requests must be made in writing in advance of or during the quoting process

as upcharges may apply. For complete information regarding FSC, ECC and CARB II certifications please contact ModernGrain Customer Care.

Lead Time

Our furniture is handcrafted and built specifically to a Customer's order. Lead times are based on the scale and scope of each project and determined by ModernGrain at the time the purchase order is received.

Installation and Maintenance

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

Over the course of time, it may be necessary to re-adjust and re-align the casegoods to compensate for settling.

Proper installation of ModernGrain casegoods is the responsibility of the dealer. Improper installation can lead to permanent damage to casegoods and components. Damage due to improperly installed furniture is not covered under the product warranty.

Design and Patent Rights

The products and designs illustrated in ModernGrain catalogs or the ModernGrain website and described in the ModernGrain price list are, and remain, the sole property of ModernGrain. ModernGrain reserves the sole right to manufacture and distribute these products. Any reproduction of these designs infringes ModernGrain's rights and that infringement will be prosecuted.

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

The use and reproduction of the ModernGrain name, symbol and literature remains the sole right of ModernGrain. Unauthorized use or reproduction of these items infringes ModernGrain's rights and that infringement will be prosecuted.

Order Information

Purchase orders should be e-mailed to: orders@ModernGrain.com

Website

Product information, price books, promotional material request forms, and information on ModernGrain's history, corporate profile and manufacturing processes are available on ModernGrain's website at: www.ModernGrain.com