

Terms Conditions Rights and Warranties

Updated May 11, 2018

PRODUCT PRICING

ALL PRICES LISTED IN OEI PRICE LISTS ARE FREIGHT EXCLUDED OR DELIVERED PRICING.

OEI price lists and any prices contained therein are subject to change without notice. Prices applicable to all Customer orders shall be those in effect at the time OEI receives a complete order from Customer unless: Customer and OEI 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 OEI's receipt of Customer's order (in which case OEI shall have the option to apply to Customer's order the price list in effect as of Customer's requested shipping date).

Any discounts are ineffective if, as a result of the discounts, the final selling price of any product offered in a OEI quote would be lower than the corresponding price for that product under KI's multiple award schedule contracts with the United States General Services Administration (GSA). If the final selling price for any KI product in a quote would be below KI's price to GSA, KI will offer that product at the same price that KI offers to GSA. No other terms or conditions of KI's GSA contracts would apply to such sales.

FREIGHT AND DELIVERY

Freight Terms

OEI 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). Standard delivery shall be dock-to-dock delivery and shall occur Monday through Friday, 7:00 a.m. to 3:00 p.m. for truckload or 9:00a.m. to 5:00 p.m. for less than truckload or parcel. Shipments and delivery to be in accordance with terms and conditions outlined in contract between OEI and customer. For shipments destined to other U.S. states or foreign territories, delivery will be made to a prearranged port. Customer shall prepay all freight charges and any 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. Contact OEI for quote.

CAUTION: After obtaining a clear receipt for shipment, the delivering carrier is no longer responsible for damage or shortages.

Title, Risk of Loss

Title to product shall pass to Customer in accordance with terms and conditions outlined in the contract between OEI and customer.

Shipment Damage Claims

All products are packaged to comply with carrier requirements and leave OEI's manufacturing facilities in good condition. Customer shall be responsible to:

- Carefully inspect merchandise upon delivery. Make notation of package conditions and describe any type of damage observed on the carrier's delivery receipt.
- If the delivery receipt has been signed free and clear and damage is discovered after carrier has left, the customer shall report the concealed damage and request an inspection to the local carrier terminal within (5) five business days of receipt date.

- Retain all shipping cartons for inspection by the carrier agent.
- All damaged product and packaging must be kept at point of delivery.

OEI 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. For more information visit <http://damageproductprocess.com>.

Shortage Claims

Shortage must be noted at time of delivery to be considered a carrier claim.

OEI will evaluate Customer reported shortage claims within (10) ten days immediately following delivery. Shortage claims reported beyond (10) ten days after delivery will not be honored.

Returns

Product conforming to the specifications contained in OEI's acknowledgement to Customer may not be returned to OEI without OEI's written consent, which consent may be conditioned upon Customer's agreement to pay re-handling and/or restocking charges and/or to prepay all freight charges on the return shipment.

Requests for Specific Delivery Time(s)

OEI 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. OEI may, in its sole discretion, extend to Customer the option of a carrier-guaranteed set delivery time at an additional cost to Customer. OEI's 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 guaranteed set delivery time.

Accessorial Fees

Customer shall be responsible for the payment of all accessorial fees, including, but not limited to, charges necessitated by any of the following:

- A need for special delivery equipment, including lift gates
- Inside delivery
- The absence of a loading dock
- Redirection or re-consignment of product
- Detention charges
- Street unloads
- Improper refusal of product

Storage of Product

If, following OEI's acknowledgement of Customer's purchase order, Customer requests a delay in shipment for any period greater than one (1) day from the scheduled ship date, Customer shall be responsible for the payment of the following storage fees:

- Orders less than a full trailer (11 pallets or 24 feet or less): \$5.00 per day per pallet.
- Full trailer: \$60.00 per day per trailer.

Any long-term storage (i.e. storage outside standard shipping and installation storage) must be climate controlled. Temperature must range between 60 and 80 degrees Fahrenheit and humidity must be controlled between 45 and 65 percent relative humidity.

Split Deliveries

Orders can be split shipped (including C.O.M. as it arrives) only with faxed or written authorization.

Re-delivery of Freight

When re-delivery of merchandise is required because the customer is not ready to accept merchandise, and no notification of this fact is given to the factory at least one week prior to the scheduled ship date, the actual costs for freight, restocking and re-handling, plus 5% of the order value, will be billed to the customer.

PAYMENT TERMS

Net Thirty Days

Payment on all OEI 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 shall accrue interest at the rate of one and one-half percent (1.5%) per month, or the highest rate permitted by law, whichever is less.

Custom Deposits

Customer may be required to pay a deposit for the purchase of any custom or nonstandard products identified in Customer's purchase order. Any such deposit shall accompany Customer's purchase order.

New Accounts

New accounts require the approval of a OEI sales representative, credit references, and a valid tax-exempt or resale certificate (where applicable).

Security Interest in Products

OEI 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 OEI all products subject to this security interest in the event Customer defaults on Customer's payment obligations to OEI.

Collection Costs

In the event Customer defaults on Customer's payment obligations to OEI, and OEI employs the services of an attorney or collection agency to enforce these obligations, Customer shall reimburse OEI for all of OEI's actual collection costs and expenses (including actual attorneys' fees and court costs) upon demand.

ORDER PROCESS

Requirements of a Valid and Complete Purchase Order

In order to submit a valid and complete purchase order to OEI, Customer must provide OEI with the following information.

- If you are purchasing directly from OEI the purchase order must be issued to OEI or OEI c/o the dealer with this address:

OEI
1330 Bellevue Street
Green Bay, WI 54302

- The following items must be included on all purchase orders:

- Sold To/Bill To Information: complete legal name, address, telephone number and fax number
- Ship To Information: complete legal name,

address, contact name, contact phone number

- Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number
- Issue Date: date the purchase order was issued
- Sales Tax: applicable sales tax will be added upon invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file at OEI
- Purchase Order Total: total of all items and services included on the purchase order
- Authorization: signature of authorized purchasing agent or buying entity
- Order Details: reference a fully optioned OEI quote or include all the information listed below
 - Quantity of each item
 - Complete model number, including all finish and option information (by line item)
 - Net purchase price (by line item)
 - Extended net purchase price (all line items)
 - Any additional applicable charges (ex: installation and/or delivery charges)
 - Contract name and/or number if pricing is based on a contract reference
- Signatures on a quote or a worksheet will NOT be accepted as a purchase order.
- In the event that you do not have a formal Purchase Order process, please contact your OEI Sales or Customer Service Representative and we will assist you with creating a PO.

Purchase Orders that do not meet these requirements will be placed on hold until complete information is received by OEI.

Acknowledgements

OEI sends acknowledgements on all orders. Please read these acknowledgements and contact OEI immediately if there is any discrepancy. In the event of any difference or inconsistency between OEI's acknowledgement and Customer's purchase order, OEI's acknowledgement 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 acknowledgement must be reported to OEI in writing within three (3) working days of acknowledgement date.

All acknowledgements contain an estimated delivery 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.

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Fax or Email Orders

Orders may be sent to OEI via facsimile (1-920-468-2633) or via email to your Sales or Customer Service Representative. If, following submission of an order to OEI, Customer sends a confirming order, such confirming order must be marked "Confirming Order. Original order sent via fax (or email)." OEI will not be responsible for any duplicate orders caused by unmarked hard copy, duplicative confirming orders, or orders submitted more than once.

Changes or Cancellations of Orders

Purchase orders acknowledged by OEI cannot be changed or cancelled without OEI's 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 within a minimum of twenty (20) days prior to expected delivery date as acknowledged. Products with custom options or veneer tops cannot be cancelled or returned.

Quick Ship Program

Quick Ship Program (QSP) lead times begin upon receipt of clearly marked and complete purchase order and approval by OEI credit department. The QSP purchase order must be accompanied by the QSP purchase order cover sheet. Orders will only be processed as Quick Ship if all items on the order are included in the Quick Ship program. Quick Ship orders cannot be revised, cancelled, or returned. It is OEI's intention to ship all QSP products within a period of 10 working days or less. Based on production capacity, OEI reserves the right to cancel the Quick Ship Program without notice.

C.O.M. FABRIC REQUIREMENTS

Fabrics to be supplied by Customer must be approved by OEI for upholster-ability and flammability prior to acceptance of Customer's purchase order. Customer shall submit to OEI a one (1)-foot square sample swatch with Customer's purchase order. Following OEI's approval of Customer's fabric, Customer must contact OEI Customer Service for exact production yardage requirements. Thereafter, Customer shall ship its fabric to the appropriate manufacturing facilities below. When supplying Customer's own materials, it is the responsibility of the Customer to ship the materials to the correct OEI manufacturing facility. Failure to ship the materials to the correct OEI manufacturing facility will result in additional charges to the Customer for re-delivery of Customer's own materials to the correct OEI manufacturing facility.

For products shipped from Green Bay, WI facility, ship material to:
OEI Green Bay
Attn: C.O.M. Storage
1687 Westminster Drive - Gate 3
Green Bay, WI 54302

For products shipped from Manitowoc, WI facility, ship material to:
OEI Manitowoc
Attn: C.O.M. Storage
1400 S. 41st St.
Manitowoc, WI 54220

For products shipped from Pembroke, Ontario facility, ship material to:
OEI Pembroke
Attn: C.O.M. Storage
Pembroke, Ontario K8A6X7

For products shipped from Bonduel, WI facility, ship material to:
OEI Bonduel
Attn: C.O.M. Storage
204 West South St.
Bonduel, WI 54107

For products shipped from Tupelo, MS facility, ship material to:
OEI Tupelo
Attn: C.O.M. Storage
2112 South Green St.
Tupelo, MS 38804

For products shipped from High Point, NC facility, ship material to:
OEI-HN
Attn: C.O.M. Storage
217 Feld Avenue
High Point, NC 27263

For products shipped from Ontario, CA facility, ship material to:
OEI
Impress/Kismet
1110 S. Mildred Ave.
Ontario, CA 91761

CODE & FLAMMABILITY STANDARDS COMPLIANCE

Seating

1. California Technical Bulletin 117. All seating products manufactured by OEI meet or exceed the standards set forth in California Technical Bulletin 117 and are labeled accordingly.
2. California Technical Bulletin 133. OEI offers numerous products that can be manufactured to meet the flammability requirements set forth in California Technical Bulletin 133. For products to meet the requirements of the open-flame test, changes in materials are made. Restrictions are placed on fabric selections and product type. When ordering product to comply with California Technical Bulletin 133, the "FR" option must be selected in the model number string. Please see individual sections in the price list for additional cost and lead times, which vary between products.

Panels

ASTM E84 (equivalent to UL 723 and National Fire Protection Association NFPA 255) is the test method used to determine the Flame Spread and Smoke Developed Indices of the system, consisting of the core substrate, fabric covering, and adhesive. NFPA 101, for Life Safety Code, defines acceptable Flame Spread and Smoke Developed Indices that have been adopted by the federal and many state or local governments as law in the form of building codes and regulations. Panel cores have been judged acceptable for the use with UL Recognized Component Office Panel Fabrics. Contact OEI for the current list of fabrics that are acceptable for use.

Style and Fabric Availability

Many styles can be manufactured to comply with TB 133, depending on the fabric content of a selected upholstery textile. When considering C.O.M. fabrics, submit the material attached to its composition description card to OEI for approval. *Certain C.O.M. materials may require a sample burn test for certification. A sample product will be

built with C.O.M. material and tested. The cost of testing must be added to the cost of a test sample including appropriate upcharges to receive certification.

Pricing

TB 133 requires special construction procedures, and an upcharge applies to each product ordered as such.

General Information

Specifications, test procedures and requirements pertaining to flammability regulations can change. OEI will make every effort to keep our information and services pertaining to flame specifications up-to-date. However, we reserve the right to alter the products, fabrics/leathers, or upcharges associated with any of the above or any other flame specifications.

MISCELLANEOUS Weights and Dimensions

All weights and dimensions listed in OEI's price or product listings are approximate.

Statute of Limitations

Except as specifically set forth in these Terms, Conditions, Rights and Warranties, no claim arising out of or in connection with products purchased from OEI, these Terms, Conditions, Rights and Warranties or any product warranty applicable to any OEI product may be brought by Customer more than one (1) year after the cause of action on which it is based has accrued.

Jurisdiction and Venue

The interpretation and application of these Terms, Conditions, Rights and Warranties and any product warranties applicable to products purchased by Customer from OEI shall be governed in all respects by the laws of the State of Wisconsin, U.S.A., without reference to the rules of any jurisdiction concerning conflicts of laws or the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Customer agrees that all disputes arising from the interpretation or application of these Terms, Conditions, Rights and Warranties or any product warranty shall be subject to the exclusive jurisdiction of and venue in the federal and state courts located in Green Bay, Wisconsin, or within Brown County, Wisconsin, U.S.A.; and Customer hereby consents to the personal and exclusive jurisdiction and venue of these courts.

Notification to OEI

Except as set forth elsewhere in these Terms, Conditions, Rights and Warranties, all inquiries and correspondence to OEI should be directed to:

OEI
1330 Bellevue Street
P.O. Box 8100
Green Bay, WI 54308-8100
Phone: 1-800-424-2432

Force Majeure

OEI shall not be liable for failure to perform or for delay in performance due to fire, flood, strike, or any other labor difficulty, act of God, act of any governmental authority or of Customer, riot, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or manufacturing facilities from usual sources, or failure of suppliers to meet their contractual obligations, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, OEI reserves the right to extend the date of

delivery or time for completion by a period of time reasonably necessary to overcome the effect of such delay, to allocate any available supply of goods in a manner it deems reasonable, or to cancel any purchase order.

Product Warranties

These Terms, Conditions, Rights and Warranties may change from time to time. Purchases of products from OEI shall be subject to OEI's then current Terms, Conditions, Rights and Warranties.

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RIGHTS AND WARRANTIES

OEI warrants the structural integrity of its products for ten (10) years and the upholstery, mesh and casters for one (1) year from the date of manufacture. OEI warrants all individual component parts and sub-assemblies (kits) sold to the Correctional Industry. OEI will only warrant the finished product built by the Correctional Industry and shipped to the end user, provided all OEI components are utilized and assembly procedures are followed per OEI specifications.

This warranty, which runs from the date of manufacture, covers defects in materials and craftsmanship found during normal usage of the products during the warranty period. If a product is defective, and if written notice of the defect is given to OEI within the applicable warranty period, OEI at its option will either repair or replace the defective product with a comparable component or product, or provide a refund of the purchase price. OEI reserves the right to determine labor method used during replacement of product. All product warranties are a single 8 hour shift per day unless otherwise noted. OEI products are not intended or warranted for outdoor use unless specifically stated for outdoor use.

EXCLUSIONS

This warranty does not cover:

- Failure resulting from normal wear and tear which is to be expected over the course of ownership.
- Any misuse, abuse or modification of the original product voids the warranty.
- Damage caused by carrier.
- Products that are exposed to extreme environmental conditions or that have been subject to improper storage.
- Alterations to product not expressly authorized by OEI, nor to products considered to be of a consumable nature such as bulbs, light ballasts, and surge suppression products.
- Customer's Own Material (i.e., material supplied by the Customer or procured by OEI on behalf of the client that is not a standard OEI product offering) used in the manufacture of OEI products.
- Natural variations in wood grain; changes in surface finishes, including colorfastness, due to aging or exposure to light; matching of color, grain or texture, except to within commercially acceptable standards.
- Replacement parts are covered for two years or the balance of the original warranty, whichever is longer.
- Failure to apply, install, reconfigure, or maintain products according to published OEI planning, assembly, or user guides.

NOTATIONS

- Non-Standard Product has a one year warranty, unless the change is only cosmetic. If the product is non-standard due to a cosmetic change, the warranty is the same as the "base" product.
- Third Party Supplied Product (OEI shall pass along any warranty it receives with respect to other manufacturer's products).
- Modification to U.L. Listed products eliminates the listing.
- OEI reserves the right to request that the damaged product be returned for inspection prior to granting a remedy.
- OEI will not be liable for consequential, economic (including loss of time or inconvenience), or incidental damages arising from any product defect.
- International Warranties may differ.

EXCEPT AS STATED ABOVE, OEI MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY PRODUCT AND IN PARTICULAR MAKES NO WARRANTY OF FITNESS FOR ANY PARTICULAR USE. AT OEI'S OPTION, PRODUCT REPAIR, REPLACEMENT, OR REFUND OF PURCHASE PRICE IS THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY AND ALL PRODUCT DEFECTS.