

compel[®]

Terms & Conditions

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General Information

CONTACT INFORMATION

Compel Office Furniture (hereafter referred to as Compel) is located at 7540 Roosevelt Road, Forest Park, IL 6013.

To check order status and lead times, please email or phone:
customer@compeloffice.com | 773-253-4758

To order literature or finish samples please visit www.compeloffice.com

ORDERING PROCEDURES

To ensure prompt delivery, all purchase orders MUST INCLUDE:

- Purchase order number
- Billing address
- "Ship To" information to include contact name & phone number
- Special shipping instructions (requested ship or delivery dates, ship complete or split shipments, and tags if applicable)
- Correct model numbers
- Net pricing including any applicable shipping charges

Compel does not accept orders verbally. All orders need to be emailed to: customer@compeloffice.com

ORDER CONFIRMATION

All complete orders will be acknowledged via email with expected ship dates upon entry of a complete and accurate credit-approved order into our system. Credit terms to be determined on a case-by-case basis for approved accounts only. The acknowledgment is the final agreement between Compel and the customer, replacing all previous communications regarding the order.

NOTE: Please review all acknowledgments carefully and advise Compel of any discrepancies immediately, otherwise the order is considered accurate and approved.

CHANGES AND CANCELLATIONS

Changes and/or cancellations to orders for STANDARD PRODUCT are permitted so long as Compel is notified 48 hours PRIOR to

General Information

CHANGES AND CANCELLATIONS (CONT'D)

scheduled/requested ship date. Cancellation of custom orders will not be accepted once production starts.

PRICING & TERMS

Current list price catalog is published at www.compeloffice.com. Prices are subject to change without prior notice. Product will be billed at prevailing prices at time of order placement. Distribution of the price list does not itself constitute an offer to sell. Orders can be received from authorized Compel dealers only.

PRODUCT DESIGN

Compel reserves the right to make changes in design, specifications, and construction as well as to discontinue products without prior notice. Dimensions referenced are nominal.

SHIPPING/FREIGHT

Products are priced and will be delivered based on established freight policies determined by region. **All orders ship FOB Origin.** Compel reserves the right to select the most appropriate shipping carrier/method.

DELIVERY HOURS

Freight pricing is based on standard delivery during regular business hours (typically 8am-3pm CST), Monday through Friday.

SPECIAL DELIVERY SERVICES

Any charges incurred from failure to receive a shipment, rerouting while in transit, or carrier storage charges are not included in prices shown and will be billed to the "sold to" account number on the order. Detention charges may be incurred for untimely offloading of product. Any order requiring special delivery services will incur additional charges.

General Information

SPECIAL DELIVERY SERVICES (CONT'D)

All such special delivery requirements **MUST** be noted on the purchase order. These are services that are not included in our freight program or require the usage of specialized carriers.

Examples of such special delivery services may include, but are not limited to:

- Liftgate
- Inside-delivery
- Non-standard delivery time (before 7 am or after 5 pm)
- Weekend delivery (Friday after 5 pm through Monday, 7 am)
- Residential delivery

Please contact Compel customer care for charges and availability of all special delivery services. Please contact Compel customer care if you are unsure if your order requires one or more of the above services.

CARRIER SELECTION

Compel reserves the right to select the most appropriate mode of shipment. Compel relinquishes all responsibility for the goods shipped upon a concise receipt from the carrier. Customer bears the risk of loss or damage during shipment.

LOSS, DAMAGE OR DELAY

Compel shall not be liable for loss, damage, detention or delay resulting from causes beyond its reasonable control, including but not limited to, fire, strike, weather, wreck or delay in transportation. In the event of delay due to any such cause, the delivery date will be postponed by such a length of time as may be reasonably necessary.

Warranty

To the extent allowed by law, Compel warrants to the original end-user that this product will be free from defects in its material and workmanship when used in a single shift (standard 8-hour day, 5 days per week). Defects are defined as failure in product function or structure, not user negligence or abuse.

Compel promises to repair or replace Compel products or components that is found to be defective in material or workmanship within the timeframes noted below provided the product is still a part of Compel's current offering at time of warranty claim and so long as you, the original purchaser, still own it. This is your sole and exclusive remedy. It applies to products purchased after January 1, 2014. Products purchased prior to January 1, 2014 will be covered for 5-years, per the previous warranty

This warranty is subject to the provisions outlined below.

Seating		HiLo	
Product/Component	Warrantied for	Product/Component	Warrantied for
Mechanism	10-years	Table drive, motors, mechanisms	7-year
Pneumatic Cylinder	10-years	Electronics and control	5-year
Mesh	10-years	Tables	
Standard upholstery	3-years	Product/Component	Warrantied for
Frame	3-years	Bases	10-years
Arms	10-years	Laminate	10-years
Casegoods, Benching & Desking		Accessories	
Product/Component	Warrantied for	Product/Component	Warrantied for
Laminate	10-years	Accessory Power Units	1-year
Hardware	10-years	Storage	10-years
Metal	10-years	Screens	10-years
Electrical	1-year	Wire management	10-years

Continued on next page

Warranty

LIMITATIONS

Fabric upgrades are subject to textile manufacturer warranties. Damage caused by the carrier in-transit is handled under separate terms. Warranty does not apply to discontinued or closeout product.

This warranty covers Compel parts, products, and freight associated with shipping replacement parts and products. Install costs associated with replacing and/or repairing warranted items are not covered by Compel.

EXCLUSIONS

This warranty does not apply to:

- Normal wear and tear or acts or omissions of parties other than seller (including user modifications or attachments, not approved by Compel).
- Products that were not installed, used or maintained in accordance with product instructions and warnings.
- Dramatic temperature variations or exposure to unusual conditions.
- Floor samples, display models or Products used for rental purposes.
- Products purchased “as is” and/or secondhand, closeout and/or discontinued product, or those sold modified, altered, tampered with or repaired by unauthorized dealers.

COLOR VARIATIONS, FABRICS AND FINISHES

Compel does not warranty the color-fastness or matching of colors, grains or textures of covering materials and does not apply to:

- COM or other third party materials applied to Products
- Color matching of textiles exactly to samples, swatches or prior purchases
- Color transfer by user, i.e. tanning lotion, sunscreen, denim, etc.
- Changes in surface finishes, including colorfastness due to aging or exposure to light
- Minor irregularities of color, surface, grain and texture

Warranty

PRODUCT PROVISIONS

Compel will, at its discretion, repair or replace with a comparable product, without charge to the original purchaser, only defective products or parts found defective during the warranty period, provided the product is still a part of Compel's offering at time of warranty claim. If requested by Compel, the original purchaser must return the part or product with freight or other shipping charges prepaid.

Compel will not be liable for any consequential, incidental injuries or damages arising from use of the product.

This warranty shall be effective for the applicable time period beginning from date of purchase as shown on the original purchaser's original receipt or other proof of purchase.

PRODUCT DESIGN

The right is reserved by Compel to make changes in design and material, as well as discontinuance of parts and units when such action is deemed appropriate by Compel.

This is an EXCLUSIVE LIMITED WARRANTY.

There are no other warranties, expressed or implied, including without limitation, any implied warranty of merchantability or fitness for a particular purpose. Compel will not be responsible for incidental or consequential, special, or indirect damages. The purchaser is responsible for determining suitability for its intended use. Compel disclaims any liability for defects, loss of use, or claims or injuries arising out of the incorrect choice of product for a particular usage. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

Warranty Service: Commercial

Your Compel dealer is our mutual partner in supporting your warranty requests. By following the procedures outlined below, you can be assured of the best level of service.

1. Contact the dealer from whom the product was purchased. Be prepared to affirm that you are the original purchaser of the product and to provide the item number(s) from the product in question.
2. Provide your dealer with all pertinent information regarding the claim. Dealer will then submit a warranty claim to Compel.
3. If Compel affirms that the product in question is eligible under the conditions of the warranty as stated above, the customer service representative or another representative of the company will determine whether to provide replacement parts, authorize repairs or replace the product.

Support

POST SALE SUPPORT & CLAIMS PROCESS

All Compel products are carefully inspected prior to shipment and packaged to reduce the risk of damage during transit. All shipments are delivered to the carrier in good condition.

In the event a shipment arrives with damages and/or shortages, the following steps must be taken:

- Before signing for product, make a notation of all visible damage, shortages, and/or time of truck arrival. Visible damages and/or shortages, along with any tampering with the Compel blue shrinkwrap, are to be reported to the carrier, on the Bill of Lading. Please photograph any visible carton damages (BEFORE unpackaging) to be submitted with the post-sales support request noted below.
- Damages and shortages must be reported to Compel within **15 business days** of receipt of shipment via the [Post Sales Support Portal](#). PLEASE NOTE: Although you have 15 calendar days to report damage or shortages to Compel, the damages and/or shortages **MUST** be reported to the carrier on the Bill of Lading at the time of shipment receipt. Damage claims submitted after this time frame are not eligible for review. Please include as many details and photographs of damage as possible.
- Claims for shortages or concealed damage found upon opening the shipment must be reported to Compel via the [Post Sales Support Portal](#) within **30 business days** of receipt of shipment. Discrepancy and concealed damage claims submitted after this timeframe are not eligible for review.

Support

EXCLUSIONS

Compel will not accept charges for the repair of damage caused by others. Compel is not responsible for damage that occurs in transit or once the Consignee has signed for product received in good order.

The carrier signs for all products received in apparently good order. It is the Consignee's responsibility to examine products upon receipt and to file any claims with the carrier within such time frames as outlined by the carrier. Install costs associated with replacing and/or repairing claim items are not covered by Compel.

Compel is not responsible for any damage or shortages that occur in storage after delivery or at the installation site. For concealed damages, shortages, or incorrect products, Customer shall file claims directly with Compel through the post sales support portal within 30 working days after delivery.

Failure by the Consignee to submit a claim within such time periods shall constitute acceptance of the products and waiver of any claims for damages or shortages. Failure to provide proper documentation may result in claim denial.

Support

RETURNS

Returns for standard products are accepted within 10 calendar days of delivery, provided the product is in its original packaging and free of damage.

All returns are subject to a 25% restocking fee. In addition, Compel is NOT responsible to arrange return freight or cover costs associated with return freight. Compel Office Furniture is not responsible for damages during return transit. All returns must be received in good condition, as determined by Compel, to be eligible for a refund (minus the restocking fee).

To initiate a return, please contact customer care to obtain an RMA form. Returns will not be accepted without an approved RMA form from Compel.

EXCLUSIONS

Products not eligible for return include:

- Opened and/or unpackaged product
- Already assembled product
- Custom orders
- Non-standard product (including custom upholstery)
- Products re-sold or not purchased directly from Compel



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