



## AIRPORT SEATING ALLIANCE TERMS AND CONDITIONS

### TERMS OF PAYMENT

50% deposit with purchase order, balance due at time of shipping. The processing of orders and/or shipment of orders placed may be delayed if the deposit is not received with the order or if customer's account is in "Past Due" status.

### CREDIT POLICY

All customers of Airport Seating Alliance must complete a credit application with current information, which must be signed by an owner or officer. A line of credit may be set by our Credit Department, however the basis for the line of credit may be changed or cancelled at our discretion and advance payment may be required. Any unpaid balance, upon which payments are not made according to the terms governing the sale, will be considered "Past Due" and will increase by 2% per month, without forfeit of Airport Seating Alliance right to payment.

### ORDER CHANGES / CANCELLATIONS

All changes to or cancellations of orders placed must be in writing and sent to Customer Service. Orders may be changed or cancelled without penalty if Airport Seating Alliance is notified at least four (4) weeks before the scheduled ship-date. All order changes or cancellations made less than four (4) weeks before the scheduled ship-date will incur a minimum change/cancel fee of 15% of net. Irrespective of when notified, changes or cancellations are not binding upon Airport Seating Alliance until Airport Seating Alliance issues a written acknowledgment of the change or cancellation. Order changes are defined as the deletion of line items or a change in style, color, quantity or ship-to address. Order changes that result in a quantity reduction may be subject to an additional small order handling fee. Under no circumstances will changes or cancellations be accepted on any custom fabric orders.

### TAXES

Airport Seating Alliance list prices do not include sales tax. Customer is responsible to remit all such tax. Airport Seating Alliance requires a State Resale/Exemption Certification to be on file at its main office. Sales made without said Certificate will be charged the appropriate sales tax.

### PRICES

All discounts and list prices are subject to change without notice. Prices in effect are those at the time of order entry. If the requested Shipment Date is more than 120 days after the Order

Date, Airport Seating Alliance reserves the right to price said order based on the current published list price on the Shipment Date.

### CREDIT CARD POLICY & AUTHORIZATION

Visa and Master Cards accepted for US Government orders and domestic orders. By entering your credit card information: You are stating that you are an authorized user of the credit card and that the associated information entered (account holder name, account number, billing address, etc.) is accurate. You authorize Garavelli Enterprises, Inc., to charge the amount you have requested to your credit card. If you set up automatic payments, then you authorize Garavelli Enterprises Inc., to charge the amount due for the invoice being paid to the credit card. You also authorize Garavelli Enterprises, Inc., to return to your credit card any funds due to you. For each transaction, in addition to the charge you have authorized your credit card issuer and network may assess their customary transaction or handling charge, if any. If a charge is declined or reversed by the credit card issuer or network, you agree to pay us a service charge and to reimburse us for all reasonable costs of collection. Your credit card issuer may also assess its customary charge for such transactions. If your credit card issuer or network does not honor an online payment transaction, then we have the right to charge the amount of any such transaction to your account or to collect the amount from you. If your credit card issuer or network does not honor an online payment transaction, we may terminate any or all service, and we may cancel your right to participate in the online payment program. Orders over \$5,000.00 paid with a credit card will have service fees added to the invoice.

### STANDARD DELIVERY

Unless otherwise specified, all orders will ship within 6 to 8 weeks from the date of order. Unless otherwise contractually specified, all chairs will ship with the base and frame disassembled. Seats can be easily assembled in minutes with standard tools.

### DELIVERY SHORTAGES

Product shortages must be noted at the time of delivery and reported to the carrier for correction. Claims against Airport Seating Alliance for shortages, errors, etc. must be in writing and made within three (3) days of the date of delivery or the customer waives its right to make such a claim.

### FREIGHT CLAIMS

Airport Seating Alliance will file all F.O.B. destination claims. In

order to receive credit, customer agrees to cooperate and assist in the procedures set out by the carrier and Airport Seating Alliance.

#### EXTERNAL DAMAGE

If the shipping container shows any external damage, the customer is instructed to refuse the product at time of delivery. If it is a multiple piece shipment, the customer may refuse only the damaged items. Airport Seating Alliance will not issue full credit for returned product unless the following Action Steps are taken by the customer:

1. Note damage on the delivery receipt at time of delivery.
2. Refuse product at time of delivery.
3. Contact Airport Seating Alliance Customer Service within 24 hours of the attempted delivery and advise them of the damage.
4. Enter a chargeable replacement order; credit will be issued after the disposition of damaged product is determined.

#### CONCEALED DAMAGE/LOSS

If customer determines that there is internal damage, not visible at time of delivery, customer will retain all packaging materials and take the following Action Steps within fifteen (15) calendar days from the date of delivery:

1. Request inspection by calling local terminal to report damage.
2. Retain merchandise in the original box.
3. Call your Airport Seating Alliance customer service agent, provide order and product information.
4. Get a copy of the inspection report from carrier.
5. Enter a chargeable replacement order, credit will be issued after the disposition of damaged product is determined.

#### COMPLETE PURCHASE ORDER

Purchase orders must include the following information:

Sold To: Name/Address/Telephone/Email/Contact

Ship To: Name/Address/Telephone/Email/Contact

Order Date, Delivery Date, Purchase Order Number, Special Delivery Instructions, Quantity, Full Model Numbers, Total, List/Net, Estimate or Cost Proposal Number

#### STORAGE

If a customer is unable to accept a scheduled product delivery, Airport Seating Alliance, if notified before the product is placed with a carrier, shall store the product at the customer's expense. Airport Seating Alliance shall invoice the customer for the product and monthly storage fees. If a customer is unable to accept a scheduled product upon delivery, customer shall be responsible for placing the product in storage and bears the risk of loss. However, payment of the balance due is Net 30 from date of

shipment.

#### RETURN AUTHORIZATION FOR UNUSED PRODUCT

All returns are subject to a thirty percent (30%) restocking fee. The customer must request a Return Authorization Number through the Airport Seating Alliance Customer Service Department within 90 days of product receipt to return any unused product. If Airport Seating Alliance agrees to repurchase the product, the customer must return it freight prepaid to Airport Seating Alliance, F.O.B. the original shipping point or as otherwise instructed by Airport Seating Alliance Customer Service. If product is returned without a Return Authorization Number, Airport Seating Alliance will notify the customer of the unauthorized return and the customer must provide instructions for its disposition within one week thereafter. Failure of the customer to respond within one week will result in Airport Seating Alliance right to dispose of the product with no credit. Return Authorization Numbers expire (60 ) days after the date of issue. If the returned product is not in resalable condition, the customer will not receive credit for the return. The customer must promptly provide a purchase order or other acceptance of fee/credit reduction as required.

#### WARRANTY (US, CANADA, MEXICO) Limited Warranty.

THE FOLLOWING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WARRANTY DOES NOT COVER "CUSTOMER'S OWN MATERIAL" (I.E. FABRIC SPECIFIED BY BUYER)

This WARRANTY is applicable to the initial purchaser only and is non-transferable. Airport Seating Alliance warrants that, at the time of customer's acceptance, the product will be in good working order and will be free from defects in material and workmanship and does not apply to normal wear and tear or damage caused by accident, neglect, misuse or improper installation or operation. Airport Seating Alliance will not be responsible for damage due to service, maintenance, modifications or tampering by anyone other than an Airport Seating Alliance authorized representative. This warranty is based upon a single 8-hour shift usage only and shall be pro-rated for double-shift or triple-shift usage. In the event a product is defective and Airport Seating Alliance receives written notice of the defect within the warranty period. Airport Seating Alliance, at its option, will either repair or replace the defective product. This warranty does not cover damage caused by a carrier or transportation of the product from one location to another, or alterations made by owner.

#### LIMITATION OF LIABILITY

In no event will Airport Seating Alliance be liable to purchasers for any special, collateral, incidental or consequential damages however caused, whether by Airport Seating Alliance negligence or otherwise.