

# TERMS & CONDITIONS

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## TERMS

Terms are net 15 days, with approved credit. VISA, MasterCard and American Express are accepted. Prior to approved credit, payment must be received before shipping.

## CREDIT

Five trade references (including your bank and account number) are required. If your account has gone 30 days without payment, no merchandise will be shipped until past due balances are paid.

## DEDUCTIONS

No deductions will be allowed from invoices for any reason without authorization from NBS.

## PRICES

All list prices are subject to change without notice.

## SHIPPING DATE

Orders will be shipped as close as possible to the approximate shipping date designated on the order acknowledgement. Under no circumstances shall NBS be liable for delay in shipment or delivery of the order or for damages that result from such delay.

## LEAD TIMES

NBS will quote lead time upon request and will use its best efforts to obtain delivery within quoted lead times. However, NBS will not be responsible for any damage caused by late delivery.

## SHIPPING CHARGES

All orders are shipped FOB factory unless other arrangements are made and are confirmed on the original purchase order.

## TRANSIT DAMAGE

All merchandise is bulk packed in an approved manner. Inspect all merchandise immediately. If a carton is or appears to be damaged, customer must note on freight bill any and all damage. Do not unpack it. Call carrier for instructions and/or inspection. Notification of concealed damage must be made to the company/carrier delivering the goods, in writing within the time period allowed by the freight company for making such claims. Each freight company is different so please call for proper procedures in filing a freight claim. For any additional help or information, please call NBS.

Title to the goods and risk of loss pass to the buyer once NBS or its vendors delivers its goods to the carrier.

## REDELIVERY OF FREIGHT

When redelivery of merchandise is required because the customer is unable to accept the merchandise and no notification of this fact was given to NBS at least one week prior to the scheduled ship date, the actual costs for re-handling and warehousing, will be billed to the customer.

## CANCELLATION/RETURNS

No merchandise will be accepted by NBS for exchange or credit without our expressed written consent before return shipment is made. All freight charges on returned merchandise must be prepaid. NBS will not accept freight collect shipments.

## PRODUCT DESIGN

NBS reserves the right to make changes in design and construction and discontinue products without prior notice. All dimensions shown are considered to be approximate.

## UL LISTING

NBS electrical accessories have been UL listed to the standard for office furnishings, UL 1286, third edition, listing number 8R55.

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## WARRANTIES

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NBS warrants its products to be free from defects in material and workmanship for a period of ten years from the date of initial delivery.

This warranty is not transferable and is only given to the original purchaser. Exceptions to the initial 10-year warranty are as follows:

Fabric: NBS fabrics have a 3-year warranty period.

Fabric: All COM (fabric specified and purchased by buyer)

Electrical: NBS electrical products have a 5-year warranty period.

This warranty made by NBS only to purchaser acquiring the product directly from NBS, its authorized dealers, or others who are specifically authorized by NBS to sell such products. NBS's obligation and the purchaser's remedy pursuant to this warranty are limited to repair or replacement, at NBS's option, FOB NBS's headquarters, of replacement parts which prove, under normal use, to be defective within the period stated, which remedy is expressly agreed to be exclusive as a condition of such replacement. No person, firm, or corporation is authorized to assume for NBS any other liability in connection with NBS products. Customer will get credit for returns only after received by NBS and must be returned in 30 days.

THERE ARE NO WARRANTIES EXCEPT AS EXPRESSLY SET FORTH ABOVE, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FIRNESS FOR ANY PARTICULAR PURPOSE. NBS's LIABILITY WITH RESPECT TO ITS PRODUCTS SHALL NOT EXCEED THAT EXPRESSLY SET FORTH ABOVE IRRESPECTIVE OF THE THEORY UPON WHICH ANY CLAIM MIGHT BE BASED INCLUDING BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, OR STRICT LIABILITY ON TORT. UNDER NO CIRCUMSTANCES SHALL NBS BE LIABLE FOR SPECIAL INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

This warranty does not apply to damages resulting from shipment, storage, accident, alteration, misuse, assembly or installation. All claims under this warranty must be authorized in writing by NBS prior to the repair or replacement of products.

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**THESE PRICES SUPERCEDE ALL PREVIOUS CATALOG PRICES.**