

# SYMPHONY®

## TERMS AND CONDITIONS

### 2022 PRICE LIST

version #090122

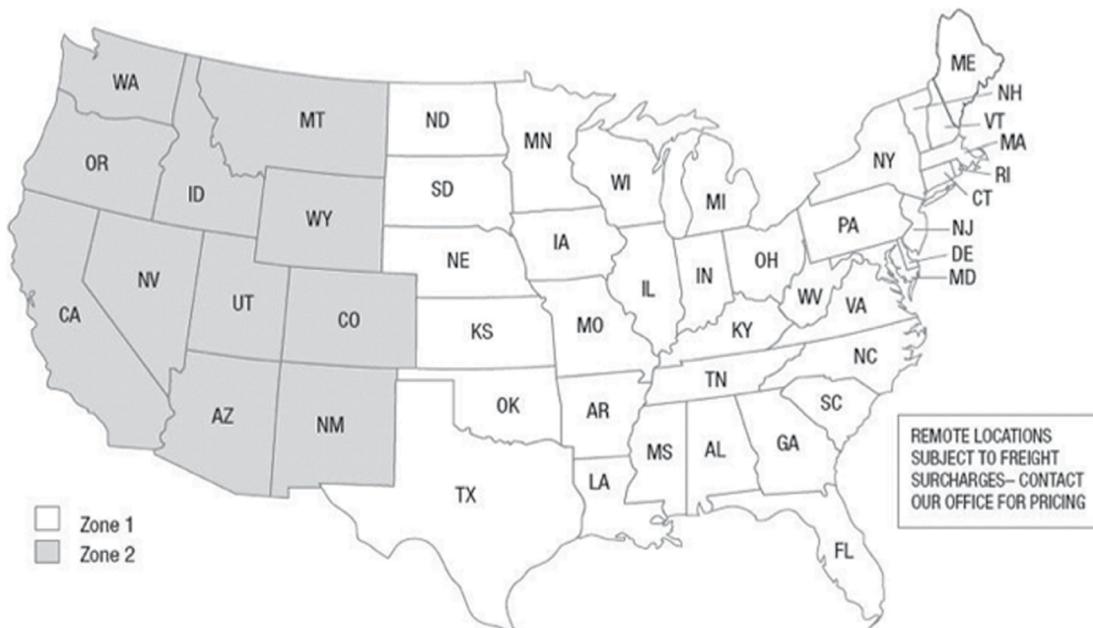
#### Minimum order / Freight charge

Orders for \$5,000 or more list (contiguous U.S.): freight and minimum order charges included

Orders less than \$5000 list (contiguous U.S.)

Zone 1 \$200 net

Zone 2 \$260 net



# terms and conditions

## Terms of Sale

All prices listed are delivered pricing to the 48 contiguous states. Orders shipped to Hawaii, Alaska, and Puerto Rico ship to the port of embarkation. Product specifications and pricing is based on the information at time of publication. Symphony reserves the right to make changes at any time without notice regarding product specifications and pricing. Terms are Net 30 from the date of shipment (net 10, 1% discount). Prices are subject to change annually for changes in accordance with state contract regulations. All customer/nonstandard products are subject to a fifty percent (50%) advance deposit. There will be a service charge of 1 1/2% per month on all invoices past due. Symphony reserves the right to use its own or commercial carriers for the "best way" to ship, at its sole discretion.

## Quality Standards

Symphony Furniture products meet or exceed applicable ANSI/BIFMA durability and safety standards when properly installed with appropriate size base.

## Warranty

All Symphony products are guaranteed against defect for a period of ten (10) years. Electrical items and height adjustment mechanisms are guaranteed against defect for a period of five (5) years. Symphony will replace or repair (at our discretion) without cost to our customers any item found to be defective as a result of defective material or workmanship. This excludes any item which has been abused or subjected to any use other than that which was originally intended for our product. Any repairs by our customer must receive specific written authorization from Symphony before work is initiated. This warranty is given to the initial purchaser and is valid for as long as the product is owned by the initial purchaser. The 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 Symphony within the warranty period, Symphony at its discretion will either repair or replace the defective product with a comparable component or product, or provide a refund of the purchase price. In no event shall liability under this warranty exceed the original purchase price. Warranty on plastic laminates is not covered by Symphony but is covered by laminate manufacturers under their specific warranty only. There are no other warranties expressed or implied. This warranty does not apply to damage caused by a carrier, alterations to the product not expressly authorized by Symphony. Symphony does not warrant the matching of color, grain, or texture except to within commercially acceptable standards. A product will not be considered defective, and Symphony will not be obligated to replace it, if that product is subject to any of Symphony's written planning, installation or user guides, and is not installed or used as recommended.

Please note that all Losa tables and conference/media tables should not be moved as a complete unit after the product has been assembled. If it is moved, then this could result in the tables being "racked" which could also disrupt the top plate and/ or cam lock routing and predrilled holes. This type of damage is not covered under warranty. In order to move a table, you must unassemble the table completely and re-assemble it in the new location.

## Minimum order/Freight Charge

Zone 1 orders less than \$5,000 list (U.S.) - \$200 net  
Zone 2 orders less than \$5,000 list (U.S.) - \$260 net

## Sales Policy

Possession of this price list does not constitute authority to purchase and/or sell products contained herein. All orders are subject to acceptance by Symphony Furniture.

## New Accounts

New accounts can only be established with:  
Approval of Symphony sales representative  
Valid purchase order

State Resale/Exemption Certificate or order will be charged the appropriate sales tax  
Application & credit references  
Payment in full (initial orders under \$4,000 list) or 50% deposit in advance

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## Taxes

Symphony requires a state Resale/Exemption Certificate on file in our main office. Sales made without a certificate will be charged the appropriate sales tax as required by law.

## Freight Terms

Freight charges will be prepaid on all shipments unless special arrangements have been made. Normal delivery is dock to dock. Special requests, such as inside delivery, lift gate service; residential delivery, etc. are subject to additional charges. All accessorial charges not requested on purchase order will be the responsibility of the consignee. Symphony reserves the right to select the "best way" shipment method and means. Delivery date and times are at the discretion of the carrier within reasonable transit time unless special arrangements have been made between the customer and Symphony.

## Acknowledgements

Every order is acknowledged. Orders will be manufactured and invoiced based upon the information on the acknowledgment. If there is any discrepancy, please notify Symphony immediately. Orders are accepted by Symphony per terms on the acknowledgment. All acknowledgements contain an estimated shipping date. Your order may actually ship earlier than the expected shipping date, depending on the backlog at the time. If you do not want the merchandise earlier than the specified date, please write "Do not ship for arrival before \_\_\_\_\_" on your purchase order.

## Revised Orders

Orders requiring changes to the product or additional options will not incur additional costs unless orders have been processed. Orders revised after being manufactured are subject to additional charges.

## Changes or Cancellations

Orders entered and acknowledged cannot be changed or cancelled without Symphony's consent. The customer is responsible for all costs incurred, and a minimum cancellation or change charge of 25% will be invoiced if an order is cancelled or changed within 15 working days of shipment. Orders for nonstandard products are not cancelable.

## Shipments on Hold

Any shipment placed on hold by customer's request or due to balance owed, will be manufactured per the originally scheduled ship date. Storage charges will begin to accrue 7 days from that date. Any order held by our factory over 30 days will be billed and must be promptly paid even though shipment is held at factory at customer's request.

## Special or Additional Freight Charges

Symphony Furniture reserves the right to charge the following when incurring additional freight costs. Destination changes after product has shipped - \$50.00 plus \$2.00/mile after the first 10 miles. Wait time for delivery of greater than two hours - \$130.00/hour. Trailer drop/switch delivery - \$200.00/trailer. Deliveries Friday (after 3:00pm) through Sunday or Holidays - \$600.00/day. Third party to pick up freight at the terminal - \$200.00.

## Redelivery of Freight

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

## Receipt of Order

1. Carefully inspect all incoming items
2. If an item is damaged, please note the damage on the delivery receipt.
3. Immediately contact the carrier to request an inspection and their freight claim form.
4. File the freight claim form with the carrier within five days of receipt.
5. If any item is missing or is not correct, please contact Symphony immediately.

Any concealed damages or shortage not reported with 5 business days from delivery shall be the sole responsibility of the customer.

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## **Shipment Damage Claims**

Legal title of merchandise passes to the buyer upon acceptance of the carrier. All merchandise is packed to comply with carrier requirements. Shipments should be carefully inspected by the consignee before acceptance and the delivery carrier should be requested to record any damage or shortage. If further damage is found after delivery, immediate inspection by the delivering carrier should be requested. Notification of concealed damages must be made to the delivering carrier within 5 days after delivery of merchandise. Carrier liability ceases after this period. Damaged freight must be kept at the point of delivery in the original packing for inspection by the carrier. Please be advised that if the carrier obtains a clear receipt for shipment, they are no longer responsible for damage or shortages. Please note that electronically signing the carrier's tablet at the time of delivery means that you are accepting the delivery and no damages are being notated. If you see anything that indicates a shipment has been tampered with or shows signs of damage, then ask the driver to report it to the freight company and take pictures.

## **Shipment Shortage Claims**

Shortage claims reported after 10 days beyond shipment date will not be honored.

## **Unopened Shipment Damage Claims**

Neither Symphony nor the carrier is responsible for concealed damage claims if shipments are left unopened. Notification of concealed damages must be made to the delivering carrier within 5 days after delivery of merchandise. Refusal to accept an order from the carrier does not relieve you of the responsibility for payment, and may incur additional charges.

## **Lost Shipments**

Symphony issues a bill of lading to consignee on the date of shipment. If shipment is not received within 20 days of shipment date, notify us. Symphony and the carrier do not assume obligation for lost or damaged shipment claims after 6 months of shipping date.

## **Title to Merchandise**

Title to merchandise shall pass to the buyer upon delivery by Symphony to the carrier. For purposes of risk or loss, all shipments are F.O.B. factory. Buyer acknowledges that once Symphony delivers the goods to the carrier, title to the goods and risk of loss will pass to the buyer. If the goods are damaged by the carrier while in transit, the buyer has the sole obligation of seeking recourse from the carrier.

## **Returns**

Symphony will not permit return of materials without written consent if materials shipped are as acknowledged. Return shipments when accepted are subject to a re-handling/restocking charge, in accordance with the state contract after the merchandise is received and inspected. All freight or express charges must be prepaid on return shipments; otherwise, they will not be accepted. Damaged materials and all items specially built to order cannot be returned under any conditions.

## **Repair and Replacement**

Any labor charges for correcting a manufacturing problem must be submitted and approved before correction is undertaken, if the units are under warranty. Labor charges will not be paid if the estimate was not submitted and approved prior to labor being completed.

## **Contact Information**

Symphony Furniture, 1720 Mars Hill Road, Suite 8-287, Acworth, GA 30101, GA 30318-1732

Phone: 866.507.7795

Fax: 888.683.0007

[www.Symphonytables.com](http://www.Symphonytables.com)

Email: [service@symphonytables.com](mailto:service@symphonytables.com)

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