TERMS AND CONDITIONS **HEALTHCARE** 

Global is focused on providing furniture products for use in healthcare environments. This illustrated price list book has been designed to facilitate fast reference and easy use. Products are categorized into "personal room furniture", "tables" or "seating" and are listed numerically within their categories. The line drawings match actual photographs (where possible) to aid in instant recognition of the total range within a series.

Sales of healthcare products are made only on Global's standard Terms and Conditions of sale which are contained in this price book. The "Purchaser" in these Terms, Conditions and General Information shall refer to dealers and those who originally purchase directly from Global for use or resale. These standard terms and conditions may be modified or supplemented only by a separately written document signed by Global's authorized personnel at its head office in Marlton, N.J. Any term or condition contained in any purchase order or other form used by the Purchaser to order goods (including standard, printed language) which is different from, in addition to, or in any way inconsistent with Global's standard terms and conditions shall be of no force or effect whatsoever.

All illustrations, specifications and prices in this list price book are based on the latest product information available at the time of publication. Global reserves the right to make changes, at any time and without prior notice to prices, colors, materials, specifications and models offered.

#### DESCRIPTION

Each product shown or described in this price list is standard healthcare product. Available options are noted at the beginning of each series. Available options may require additional delivery time and cost, and may affect the warranty given. Sizes and weights shown are approximate and are subject to slight changes from time to time.

#### PRICES AND PAYMENT

The prices shown in this book, as well as those quoted by Global, are in United States dollars for orders shipped to destinations in the U.S., Mexico and Puerto Rico.

If shipping date requested is more than 90 days from date of order, Global shall reserve the right to use published list prices effective at the time of shipment.

Orders are invoiced at the time of shipment. Terms of payment are net 30 days from date of invoice (1% 15 days) unless otherwise stated. The Purchaser agrees that Global shall reserve the right to enforce a charge amounting to 1.5% per month (18% per year) on invoices outstanding more than 30 days.

If the Purchaser's most recent annual net volume is less than \$5,000, payment must be made in advance.

All orders are subject to the Purchaser complying with Global's prevailing credit policy.

Any products sold by Global shall remain the property of Global until fully paid.

Prices are suggested list prices only and are subject to change without notice. Global will, however, attempt to keep the Purchaser up-to-date on all developments including price changes.

## **TAXES**

All prices shown in this list price book are exclusive of sales, use, excise and other applicable taxes and are the Purchaser's responsibility as per the invoice issued by Global. If the Purchaser claims an exemption from such taxes, it shall be the Purchaser's responsibility to furnish Global with an appropriate exemption certificate at time of order.

#### ORDERING INFORMATION

Global requires that all orders be submitted in writing and will be acknowledged on Global's acknowledgment forms governing the transaction.

The details appearing on this acknowledgement will describe the items to be shipped and the approximate shipping date. It is the Purchaser's responsibility to determine that the information in the acknowledgment is correct. In the event of an error, the Purchaser must notify Global immediately by telephone followed by written confirmation. Shipping dates are assigned to orders based on the item having the longest manufacturing lead time (unless instructed to partial ship).

At the time of order, please provide the following information:

- 1. Account number (if possible)
- PO number
- 3. "Bill to" and/or "Ship to" name and address
- 4. Complete model number and selected options, including textiles/finishes
- 5. Special instructions and tag information
- 6. Shipping instructions
- 7. Special quote (SQ) # or MTM # (if applicable)
- 8. Customer's Own Material (COM), Global Purchased Material (GPM), Customer's Own Leather (COL), see below.
- 9. For specials and custom quoted product, please indicate the custom quote # on your PO. If changes are made to the quote, a new quote must be issued prior to submitting the order. It is the Purchaser's responsibility to determine that the information on the quote is correct. Global will not be responsible for wrong product due to errors in the quote.

The above points will be checked by Global for accuracy. Global will process orders using the codes provided by the Purchaser. Price discrepancy is the responsibility of the Purchaser. The Purchaser must notify Global prior to invoicing.

The Purchaser is responsible for providing correct information when placing an order. Orders with incorrect information (finish, etc.) will be scheduled for manufacturing upon receipt of complete information.

To prevent a delay in processing orders, please specify delivery

# **CHANGES AND CANCELLATIONS**

After the date of Global's acknowledgment of a Purchaser's order, the order may not be changed or canceled by Purchaser without the written consent of Global. Special order items, C.O.M. and fabric-covered items already in production are not subject to change or cancellation under any circumstances. Fabric-covered items are considered to be in production once the fabric is scheduled for cutting.

## **ERRORS AND OMISSIONS**

All quotations, acknowledgements and invoices are subject to corrections for any errors and omissions.

## **FINISHES**

## **Seating Finishes - Painted**

Where painted frames are not a standard color, there is a one time charge of \$613 list price per order for custom wood staining/color matching. Restrictions may apply. The customer must provide a 3"x 3" color chip/sample for review and approval. Non-standard finishes must be approved by Global prior to acceptance of order.

## **Seating Finishes - Wood Stained**

Because the distinctive characteristics and the nature of wood products cause variations, exact matches are not always possible.

Global coordinates its finishes program between marketing divisions within the Global Group to match products as best as possible when same finishes are specified. However, Global will not be held responsible if the finishes cannot be matched.

#### Customers Own Material (COM)

Use of COM must be approved by Global prior to acceptance of order. Please submit the Authorization Request Form. Photocopy and use this form as often as necessary. The customer must provide a 12" x 12" fabric sample and advise how the fabric is to be applied and quantity of fabric being sent. Textile yardage requirement will be advised by factory, and additional yardage may be required if pattern requires matching. Upon approval from Global, send textile to your Customer Care Representative. If COM is difficult to apply or if product is required to be modified, extra charges will apply. Global reserves the right to cancel an order at any time if COM is inadequate for any reason. COM must be shipped freight and duties paid (if applicable) to our factory. Such shipment must be fully identified with the Purchaser's order number, RGA # provided by Global, and the item for which material is intended. Performance of COM when applied to product is the sole responsibility of the Purchaser. Global's standard product warranty shall not apply to COM. Use of COM will not reduce the published list price.

#### C.S.M. (Customer Specified Material)

Use of Customer Specified Material must be approved by Global prior to acceptance of order. If C.S.M. is difficult to apply or if product is required to be modified, extra charges shall apply. Global reserves the right to cancel an order at any time if C.S.M. is inadequate for any reason. Performance of C.S.M. when applied to product is the sole responsibility of the Purchaser. Globla's standard product warranty shall not apply

## VINYL AND FABRIC GRADING

All products are priced according to their standard vinyl and fabric grade. Lower grade vinyls and fabrics are available (unless otherwise specified) at same price as standard. The listing of prices for each model indicates a price for each of the upholstery grades. Prices are based on yardage in imperial measurements. Please refer to the Textiles & Finishes section of the Global website for the most up to date listing.

# **UPHOLSTERY COVERINGS**

Slight variations in color may occur between dye lots. Although Global attempts to minimize these variances, they do occur and must be accepted as normal and will not be considered defects.

Required yardage (ydg) is based on unmatched materials with widths of 54" for seating. Yardage calculations are based on imperial measurements.

This figure indicates the weight of one part and its packaging, regardless of the number of parts shipped in a single carton. In order to estimate the approximate shipping weight for an order, you have to multiply the indicated weight by the number of parts per carton. (e.g. if a part weight is 10 lbs. and is shipped 4 per carton, shipment weight should be calculated as: 4 x 10 = 40 lbs.)

# **CUBIC MEASURE**

The stated cubage is an approximate cubic foot measure to calculate freight costs. The figure shown is the volume for the total shipment of a part (e.g. if a part is sent in 2 cartons the volume indicated reflects the cubage of both cartons together) and is subject to change without notice. It is most economical to purchase the specified number per carton.

#### **DELAYS**

Global's shipping confirmation will state a shipping date which is Global's best estimate at the time the order is acknowledged. However, Global shall not incur any obligation or liability to Purchaser for failure to ship by specified date unless Global has agreed to an unequivocal shipping date in a separately signed written document executed by its authorized personnel at its head office. In addition, Global shall not be liable for any loss or damage resulting from any delay or failure in shipment or other failure to perform all or any part of the agreement between the parties with respect to the goods shown on the face of the order acknowledgement where such delay, failure, loss or damage is the proximate result of any act of any governmental authority or political subdivision thereof, revolution, riot, civil disorder or disturbance, delay or default in transportation, electrical power failure, strike disputes among or between labor unions or other labor disputes, delay or inability in obtaining materials and facilities, fire, flood, act of God or any cause not within the reasonable control of Global, whether of the class of causes enumerated or otherwise.

#### SUSPENSION

In the event that the Purchaser defaults in the payment of any sum due to Global, or in the event the Purchaser's financial condition becomes unsatisfactory to Global, Global shall have the right to defer or discontinue shipment of any goods until such time as the default is cured or the Purchaser provides assurance of payment to Global.

#### F.O.B.

F.O.B. point is Global's Factory, Downsview, Ontario, Canada, or any Global Regional Distribution Center.

## SERVICE

Service requests are normally the responsibility of Global's authorized dealers. Where this cannot be accomplished on a local level, service problems should be referred to Global's Customer Service Department at the nearest distribution center.

#### RETURNS

No returns of goods will be accepted without written consent and shipping instruction of Global. A minimum re-stocking charge of 35% is made on all authorized returns for credit or refund, provided goods are received by Global in the condition in which they left the factory. This may increase depending on the type of product. Global's Return Goods Authorization (R.G.A.) numbers must appear prominently on all authorized returns. Global will not be responsible for freight costs. No credit will be given if goods cannot be reused as new. Special order items and C.O.M. products are in no event subject to return. All returns must be approved and authorized in writing by Global Customer Care. Global reserves the right to refuse delivery of any unauthorized returns.

## STORAGE CHARGE

Global reserves the right to assess storage charges if a customer does not accept shipment of an order within a week of shipment or requested ship date.

#### CLAIMS

All goods are sold F.O.B. plant or Global Distribution Center. Global is not responsible for damage which occurs in transit (or in storage). The carrier signs for all goods received in apparently good order. It is the Purchaser's responsibility to examine goods upon receipt and to file any claims with the carrier for losses or damage to the product occurring during transit, including concealed damage.

Any claims made against Global for apparent defects, errors or shortages must be made by the Purchaser, in writing, within 15 working days after any delivery. Failure by the Purchaser to make any claim against Global within 15 days shall constitute acceptance of the goods and a waiver of any apparent defects, errors or shortages.

#### **COMBINED SHIPMENTS**

Global will make every effort to combine shipments and orders on written request. However, Global cannot be held responsible where such request is not complied with.

#### **UPS SHIPMENTS**

Seating products marked with a UPS symbol next to the CARTON COUNT are packaged for UPS-able shipments.

#### OFFER OF SALE

Possession of this price list or any other literature shall not imply Global's willingness to sell to the holder and shall not be construed as a direct offer of sale.

If a conflict arises between: (i) prices found in software support packages furnished to the customer by Global or by any other source on behalf of Global; and (ii) Global's current printed price lists, then the printed price list shall prevail.

#### **TESTING QUALIFICATIONS**

Many Global products pass or exceed the most stringent testing procedures. Where tests are significant, they are marked as C.G.S.B. (Canadian General Standards Board) qualified and as passing ANSI/BIFMA (American National Standards Institute/Business Institutional Furniture Manufacturer's Association).

#### DISCLAIMER

All dimensions are in inches. Prices shown are current manufacturer's suggested list prices at the time of printing. All applicable taxes are extra. Descriptions, specifications and prices are subject to change without notice. Errors and omissions are subject to correction.

#### COPYRIGHT

All catalogs, photographs, drawings, price lists and other printed material are protected by copyright. All rights reserved.

#### TRADEMARKS

All trademarks are owned by Global other than OBUSFORME™ which is owned by OBUSFORME LTD. and are used under license and MOR-CARE™ which is owned by MORBERN INC. OBUSFORME® and the distinctive backrest design are registered trademarks of OBUSFORME LTD.

## DESIGNS

Many of the products produced by Global are protected by Industrial Design Registrations, Design Patents and/or Patents. Designs and specifications are subject to change, discontinuance or additions without notice.

## **FLAMMABILITY**

The foam used in Global chairs meets the requirements of California TB117:2013. In addition to the foam, upholstery materials must also meet the California TB117 smolder resistant requirements. Please contact Customer Care to determine if a selected textile meets the California TB117 requirement.

# This list price book is effective as of January 1, 2023.

For periodic updates, please check the PDF at www.globalfurnituregroup.com. Global warrants that all commercial products are free from defects in material and workmanship, for the life of the product, to the original purchaser.

globalfurnituregroup.com global

Global warrants that all commercial products are free from defects in material and workmanship, for the life of the product, to the original purchaser.

Global will repair or replace, at Global's option, as the sole remedy for any defect covered by the warranty. The warranty applies to products manufactured after March 22, 2016.

Global makes no warranty that any of its products are suitable for any particular purpose and makes no other warranties, express or implied, other than those set out here. As codes and standards vary from one jurisdiction to another, references to compliance are solely for convenience and without any representation as to accuracy or suitability. Users must verify the suitability of such information or product for their specific application. In no event shall Global be liable in either tort or contract for any loss or direct, special, incidental, consequential, or exemplary damages.

#### General Healthcare Seating

Global's healthcare warranty for general seating covers all chair components including pneumatic cylinders, bases, casters, glides, frames, arms, plastic seats, backs and other structural components.

The warranty applies to single shift, standard usage, defined as a standard eight (8) hour day, forty (40) hour week as noted with each model number.

Exceptions to the warranty for general seating are as follows:

- Foam, upholstery, textiles (as sampled on Global branded and textile program cards), mesh material and electrical devices are warranted for five (5) years
- . Control mechanisms are warranted for twelve (12) years
- · Heavy Duty Seating is not defined as General Healthcare Seating (see below for warranty exceptions)

## **Heavy Duty / Bariatric Seating**

Global offers products designed for multiple shift applications (24 hours a day / 7 days a week) and larger individuals weighing up to 350 and/or 500 lbs or 750 lbs (depending on series and/or model). Global warrants these products for twelve (12) years to the original Purchaser. All components (including control mechanisms, pneumatic cylinders, bases, casters, glides, frames, arms, plastic seats/backs, etc.) are covered for 24/7 applications under the warranty. The exceptions are foam and textiles, which are covered for five (5) years. Fabric or upholstery material on these products must exceed 100,000 double rubs for the textile portion of the warranty to apply. Please refer to www.globalfurnituregroup.com for an up to date list of series and/or applicable models.

#### Files, Desks, Modular Furniture, Tables, Panels & Accessories

Global warrants all components of metal storage and filing, laminate and wood veneer desks, laminate and wood veneer tables, metal leg components and panels for the lifetime of the product to the original Purchaser.

#### **Seating Warranty Summary**

Seating Type	Components Warranty For Original Purchaser	Use Time For Warranty Coverage	Exceptions
General healthcare seating	lifetime	8 hours/5 days per week	foam/upholstery/textiles/mesh/electrical devices - 5 Years control mechanisms - 12 years
Heavy duty / bariatric seating	12 years	24 hours/7 days per week	foam/upholstery/textiles - 5 years

# Files, Desks, Modular Furniture, Tables & Accessories Warranty Summary

Product Type	Components Warranty For Original Purchaser	Exceptions
Metal storage and filing	lifetime	none
Laminate/wood veneer desks and modular furniture	lifetime	tackboard textiles, electrical devices, task lights - 5 years
Boardroom, conference and training tables	lifetime	electrical devices - 5 years moving parts - 5 years

# Global's healthcare warranty does not apply (for any product category) to the following:

- . Nominal or normal amount of wear and tear that can occur over time
- · Failures which result from negligence, abuse, accident or misuse
- · Failure to apply, install or maintain products according to Global's written instructions and warnings
- · Modifications, attachments or repair methods not approved by Global
- · Damage caused by a carrier in transit, or delivery/installation contractors
- The matching of colors, grains or textures (wood, leather, etc.) of natural materials
- Products exposed to extreme hot or cold temperatures or excessively dry or humid environments
- · Colorfastness or the matching of color of textiles; dye lots of textile can vary
- $\bullet \quad \text{Damage by markings or staining; damage by sharp objects or imprinting from instruments} \\$
- . Damage to textiles or laminate and wood surfaces/edges from exposure to sunlight (including UV rays)
- · Products used for rental purposes
- Purchased parts are warranted for one (1) year
- Failure to follow specific cleaning and disinfecting instructions by the textile supplier

Warranty does not cover the costs of transportation or labor. Repair or replacement will be at Global's discretion.

#### **Textiles and Finishes**

Global warrants Global branded textiles and Global carded textile programs inclusive of fabrics, vinyls and leather products for five (5) years. Global does not warrant COM (Customer's Own Material) or GPM (Global Purchased Materials) that are customer specified materials, or graded-in and purchased by Global for a customer. For GPM or COM products, please contact the textile supplier for performance information and warranty details. Please refer to our website at www.globalfurnituregroup.com for a link to the supplier's recommendation for cleaning and disinfecting procedures. Improper usage of disinfecting/cleaning products may void the warranty.

Global texiles and finishes are updated periodically to meet the demand and trends of the market. As a result, some textiles and finishes may be discontinued by Global or the manufacturer. In the event that a texile or finish is discontinued, Global will make every reasonable effort to provide an alternative product(s) of comparable function.