

Introduction

Encore provides affordable, options-oriented seating products for today's business environment. Designed with both functionality and visual appeal in mind, all of Encore's executive, management, conference and task chair products are offered with a comprehensive choice of ergonomic capabilities, chair controls, arm selections, base styles and upholstery options while maintaining a stylish aesthetic for design-savvy customers. Encore's fun yet functional attitude, enduring commitment to new product development and responsive approach to customer service continues to solidify Encore's reputation as a leader in the contract seating industry.

This price list contains all relevant instructions, conditions of sale and shipping information to facilitate the ordering process. Additionally, our Customer Service staff and Sales Representatives are available to assist with any questions you may have.

Prices

The prices indicated in this price list are for standard Encore products. This price list supersedes any previous price lists or supplemental price lists. We reserve the right to modify prices without prior notification.

Terms

Net 30 days to credit approved accounts. The customer will be liable for any costs incurred in attempting collection of past due amounts, including collection and/or attorney fees. Past due accounts are subject to a 1% late charge for each month after 30 days.

Credit

A line of credit may be established upon acceptance of satisfactory references, including the completion and signing of our Credit Application Form. All new customers are required to remit 50% of the invoice amount with the placement of the purchase order, with the remaining balance due prior to merchandise release for shipment.

Order Acknowledgment

Encore will acknowledge each order. Upon receipt and review, contact Customer Service immediately regarding any discrepancies or variances from the original order.

All orders are scheduled for shipment upon final acceptance of the order by the factory.

Purchase orders placed by telephone will be accepted, but will not be scheduled for production until a written, signed confirmation of order is received. Fax transmission of purchase orders will be accepted. **Fax: 562.926.1963**

Order Changes and Cancellations

Encore must approve all order changes. Additions or changes to acknowledged orders may be subject to rescheduling of order. Cancellations, partial or otherwise, may be subject to cancellation charges or restocking fees. Contact Customer Service for applicable charges.

Claims

Do not refuse merchandise damaged in transit. All shipments are delivered to the transportation company in good condition. Encore's liability ceases at that time. If shipment arrives damaged or short, you should first inspect all cartons immediately and note any visual damage or shortages on the delivery receipt. The carrier should be notified immediately to inspect the merchandise and subsequently file a freight claim. If visual damage is not apparent, sign the delivery receipt "No Visual Damage". This will allow recourse for a concealed damage claim. Claims for freight damage, concealed or otherwise, must be filed within 15 days of original delivery date.

Do not destroy packing materials until shipment has been inspected by the carrier. Failure to make claims against Encore or its designated carrier within 10 days shall constitute acceptance of the merchandise and a waiver of any defects, errors or shortages discovered upon inspection. Please see below for detailed instructions if a problem exists at time of delivery.

For your protection it is imperative that you read this notice.

The merchandise you receive has been inspected at our factory to ensure that it is of the highest quality and in perfect condition prior to being shipped.

Reference this page and check the following upon receipt of merchandise.

1. Any items/cartons missing? Be sure that you have received the same number of cartons as appears on the delivery receipt. Make note of the cartons missing on the delivery receipt before you sign it.
2. Any items damaged? No matter how slight, all damage to items/cartons should be noted on delivery receipt before you sign. Do not sign or accept merchandise until you have checked all cartons thoroughly. Do not refuse shipments that may be or appear to be damaged.
3. Immediately after delivery, all cartons should be opened and all merchandise inspected for damage. Items may be damaged in transit, even though outer cartons do not show damage.
4. Contact the carrier who delivered the merchandise, in writing, immediately, if any damage is found. By law, any concealed damage must be reported in writing to delivering carrier within 15 days.
5. All cartons must be saved until the freight carrier has made an inspection.
6. If damage or loss claim is necessary, enter said claim with the motor carrier. The carrier's inspector will supply the necessary forms or you can use the standard form for presentation or loss and damage claim.
7. If you need assistance in filing a claim, please contact Customer Service.
8. If incorrect merchandise is received, please contact Customer Service.

Terms & Conditions

Returns

Encore must pre-approve and issue a Return Authorization prior to any product being returned to the factory. Any unauthorized returns, should they appear at our factory, are automatically refused and they become the responsibility of the shipper and the carrier involved. Please contact Customer Service before returning any merchandise.

In order to resolve the problem at hand as rapidly as possible, please include all information pertinent to the problem. The most pertinent information required is:

1. Reason for return
2. Invoice number
3. Product code numbers
4. Copy of your Purchase Order

Upon receipt of your request, we will issue proper return authorization or furnish you with instructions in order to settle this matter to your complete satisfaction. Your complete cooperation is most necessary and sincerely appreciated.

Storage

Due to limited storage space, orders will be shipped when completed. On orders for which payment has not been received, the merchandise may be shipped to storage facilities at the customer's expense.

Product Design

We reserve the right to alter or discontinue certain product designs and/or materials without notice to facilitate improvements in design, construction and functionality.

Ordering Procedures

To avoid unnecessary order entry delays, please be sure that each order specifies the following information:

1. Quantity
2. Model number
3. Item description
4. Fabric (including any special instructions)
5. Shipping destination and/or instructions, if any
6. Purchase Order number
7. Signed Purchase Order
8. Special instructions, if any
9. Options, if any

Sustainability/SCS Certification

As a matter of corporate philosophy, Encore is committed to intelligent environmental policies and practices. Standard recycling procedures and ecologically sensible policies and practices have been implemented throughout all aspects of our operations/facilities, and as it relates to new product development and project management. Furthermore, we insist on a similar operational philosophy from our vendor-partners.



In accordance with our ongoing efforts to develop and manufacture products that positively contribute to healthy environments, Encore has completed testing for Indoor Air Quality certification, achieving SCS Indoor Advantage for all products featured within this price list.

By attaining SCS Indoor Advantage certification, we not only meet the criteria of BIFMA M-7.1 and X-7.1 (low-emitting office furniture systems and seating) but also the LEED-Commercial Interiors EQ 4.5 credit for Indoor Air Quality of office furniture. In addition, our customers and affiliates gain the added assurance that Encore's product offering is held to such rigorous standards.

We will continue to strive towards developing products that positively contribute to healthy environments, as well as set new benchmarks for making sustainable improvements in all areas of our business. A representative example of other in-force measures Encore employs to support intelligent environmental policies include:

- Ensure product life-cycle longevity and non-obsolescence via the design, engineering, and manufacturing processes and subsequent product refurbishment and re-use potential.
- Design products and/or re-engineer existing products to maximize the use and/or re-use of recycled or recyclable components and sub-parts.
- Specify and utilize 'engineered pre-cut' foam, which eliminates virtually all on-site scrap foam waste.
- Increase the use of recyclable materials as appropriate for all general office, marketing, manufacturing, and shipping applications.
- Eliminate use of any non-recyclable packaging materials.
- Utilize alternative shipping methods such as 'blanket wrapped delivery' whenever possible as well as consolidate freight to reduce overall fossil fuel consumption and carbon emissions.
- Minimize the generation of, recycle, and/or ensure the proper disposal of all office-generated waste materials.
- Contract for the external use of scrap leather cutting remnants.
- Donate outdated product marketing and collateral materials to college and university design programs for educational purposes.

We are committed to being a leader in the practical application of current and future technologies that will protect our environment today, and for future generations to come.