

GENERAL TERMS

TERMS OF SALE

Net 45 days or by Controller Transfer. Orders from California State agencies are exempt from State Account tax and federal excise tax. All other agencies must add current State Account tax to orders.

Prices shown cover standard products only. Prices and specifications are subject to change without prior notice.

CALPIA unit prices include delivery within California strictly to dockside locations excluding major projects. Applicable prices are those prices in effect at the time of receipt of purchase order or those established by awarded contract or bid. Prices are domestic prices only for shipment within the continental United States.

MINIMUM ORDER

No minimum order requirements.

ACKNOWLEDGMENTS

Upon receipt of a completed purchase order, CALPIA will issue an Order Acknowledgment to **both the bill-to and ship-to addresses**. Orders will be manufactured and invoiced based upon the information on the acknowledgment. **IF THERE IS ANY DISCREPANCY, PLEASE NOTIFY CALPIA IMMEDIATELY.**

After the date of acknowledgment, orders may not be changed or cancelled in whole or in part without the written agreement of all parties concerned.

ORDER INFORMATION

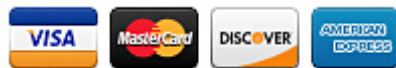
Purchase orders are to be sent to:
CALPIA

Attn: Customer Service
560 East Natoma Street
Folsom, CA 95630-2200

All orders must include:

- ship-to and bill-to addresses
- authorized signature to encumber funds
- agency funding source: fund, agency, fiscal year, reference (State agencies only)
- agency contact person and public telephone number including area code
- bid number if applicable
- complete 10-digit item number
- specific colors, finishes and options

Please, do not FAX orders or any documents which may include credit card information— this is a "phone-in" process only. For billing questions, you may call 916/358-2684. To cancel call Customer Service.



CREDIT CARD ORDERS

Customers may use one of several major credit cards accepted by CALPIA. To place an order, please call Customer Service at 916/358-2733 and request the Credit Card Desk.

BID ORDERS

Purchase orders based on successfully awarded bids must have the applicable bid number written **noticeably** on the order.

CONTACT CALPIA

Customer Service

Phone: 916-358-2733 Fax: 916-358-2660

Sales

Phone: 916-323-2419 Fax: 916-322-1184

WEBSITE ORDERS

calpia.ca.gov

DO NOT send a confirming copy of your purchase order if it is faxed/sent on the website.

EXEMPTION POLICY

State agencies may be granted exemptions by CALPIA to procure products from other sources. Agencies seeking exemptions will be directed to their assigned CALPIA account representative. If the product involved is not made by CALPIA, or for economic or technical reasons cannot be made, an exemption may be granted for outside procurement. Additionally, exemptions may be granted to accommodate individual medical requirements (see below). The assigned CALPIA Account Representative will review all exemption requests. For all such requests the CALPIA Exemption Request Form must be completed and submitted to CALPIA. All approved requests must be maintained in the requesting department's procurement transaction file as proof of approval. It is the customer's responsibility to cancel any existing purchase orders for item(s) no longer required as a result of the exemption per the cancellation policy below.

Medical Exemptions

CALPIA will grant exemptions based upon medical reasons to agencies who are required to purchase from CALPIA under Penal Code 2807. Purchase orders for medical exemptions must be accompanied by an authorization from the agency's Americans With Disabilities Act coordinator or designee. Documents should **NOT** include the name of the affected employee.

WARRANTY POLICY

CALPIA warrants to the original purchaser that products are free from defects in materials and workmanship found through normal usage during the specified warranty period. The warranty applies for products delivered/ installed at the shipping destination only.

The customer agrees to use CALPIA products properly: not to remove or alter safety devices, warnings or operating instructions placed on products, and to instruct employees as to the proper care and use of products according to the information provided by CALPIA.

DELIVERY

Contact Customer Services for ship dates, as they vary by product.

CALPIA will make every attempt to meet scheduled delivery dates. If CALPIA cannot deliver product as scheduled due to causes beyond its control, i.e., casual labor disputes or accident, inability to obtain necessary labor, material or transportation, or changes requested by the customer, the delivery date will be examined by CALPIA and a new date will be established.

Out of State Deliveries

Out-of-state delivery will be F.O.B. shipping point. CALPIA will ship prepaid and the freight charges will be added to the invoice. Estimated freight charges must be included as an additional line item on the purchase order.

PRIOR NOTIFICATION

If you would like to be notified prior to delivery the request must be made on the purchase order with a contact name and telephone number.

REDELIVERY OF FREIGHT

When redelivery of merchandise is required because the customer is not ready to accept merchandise and no notification of this fact is given to CALPIA at least one week prior to the scheduled ship date, the actual costs for freight, restocking and rehandling will be billed to the customer.

CHANGES & CANCELLATIONS

Changes and cancellations are subject to approval by CALPIA. Requests must be submitted in writing and refer back to the original order. A Change Order Acknowledgment will be forwarded if approved.

Change orders and cancellations are subject to additional charges for reimbursement of costs incurred. If the order has already been shipped at the time of cancellation, shipping costs are the responsibility of the customer.

Orders for nonstandard and custom products are not subject to cancellation.

SHIPMENT DAMAGE/SHORTAGES

All shipments should be carefully inspected by the customer before acceptance. If damage has occurred and the delivery is accepted, the damage must be noted on the Bill of Lading at the time of delivery. The notation must be signed and include the printed name of both the receiver and driver. Concealed shortages or damages must be reported in writing to Customer Service within ten (10) days so a claim can be filed with the carrier.

RETURN POLICY

CALPIA reserves the right to refuse the return of standard, non-standard (custom), or altered products.

To return unused, undamaged products, customers must request a **Returned Merchandise Authorization (RMA)** through the CALPIA Customer Services Branch. Credit cannot be issued for stock returned without prior authorization.

All requests must be made within **30 days** after receipt of item(s) with the following exceptions: Apparel, miscellaneous textiles, flags, gloves, boots and shoes, mesh signs and binders must be made within **90 days after receipt**. Warranty returns are not accepted for these products.

If a return is authorized, CALPIA will make arrangements for pickup and bill the customer for round-trip freight charges. Customers should not make their own arrangements for return of items. CALPIA is not responsible for items lost or damaged in transit if the customer has made their own shipping arrangements and/or the items are shipped freight prepaid. Damaged items will be refused.

Returns are subject to a 25% restocking charge.

If CALPIA determines that a returned item has been used, modified or altered in any way, the item will be returned at the customer's expense and a credit will not be issued.

Refer to the Shipment Damages/Shortages and Warranty Policy sections of Terms and Conditions for additional information on returns.

FURNISHINGS

WARRANTY

It is the customer's responsibility to inspect items at the time of delivery to the extent practical. Damaged merchandise must be reported within ten days of delivery.

If any defect is discovered within the warranty period, CALPIA must be notified in writing within 15 days of discovery of the defect. Warranty returns must be accompanied by proof of purchase. If identified within 90 days of purchase, transportation costs for warranty returns will be paid by CALPIA.

→ Furniture, including seating, is warranted for 5 years.

→ Residential Hall Furniture is warranted for 10 years.

If possible CALPIA will replace the damaged item covered by warranty with the exact same item. If that item has been discontinued and is no longer available, CALPIA will at its discretion, substitute a similar or like item which may be priced higher or lower than the cost of the original item.

Refer to the Return Policy section of the *General Terms and Conditions* for the procedure to obtain return authorization.

COMPONENT PARTS

Replacement parts may be purchased for current CALPIA products. Replacement parts for discontinued products may be available for a limited time. Contact Sales for price and part number.

CUSTOMER'S OWN MATERIAL (COM) CUSTOM PRODUCTS

COM and custom requests must be approved by CALPIA prior to acceptance. A sample of COM or custom product drawing must be submitted for approval prior to acceptance of order. CALPIA will determine if material/custom product is suitable to manufacturing processes, determine if additional testing is required to meet specifications, and establish a price. If CALPIA agrees to use the material and manufacture a custom product, CALPIA will not be responsible for the condition, quality, value, performance, physical properties, or any other aspect of the product and CALPIA shall have no liability for any damages, injuries, or losses to the customer or to any third party that shall be caused by the use of the COM or custom ordered product and the customer shall hold CALPIA harmless for such liability. Custom products and use of COM materials will extend standard delivery dates to accommodate ordering raw materials.

CALIFORNIA TB 133 FIRE SAFETY CODE

CALPIA offers many chairs/lounges, which can be manufactured to the standards set forth in California Technical Bulletin 133. The Bureau of Home Furnishings outlines requirements for fire safe seating that is used in public spaces. Such facilities might include, but are not limited to jails, prisons, nursing care homes, health facilities and public auditoriums. Full interpretation of what constitutes public occupancy is left to the local fire authority. It is the responsibility of the customer to check with the local fire authority.

Manufacturing criteria for TB-133 compliance are based upon testing of representative styles. Some chairs are available in only fabric or vinyl and are subject to testing results.

When considering COM for use on a chair that must meet TB-133, please contact the CALPIA Account Department for assistance. Testing fees may be the responsibility of the customer.

FREIGHT CHARGES

Prices quoted includes freight prepaid to destination within California via carrier of CALPIA's choice, excluding (1) Specialty Orders and Projects, (2) Residential Hall Furniture and Mattresses, (3) New Building Installation, (4) Large quantity orders and (5) Options & Accessories. Contact your CALPIA Account Representative for freight and Set-in-Place charges for orders with special requirements.

Out of State Deliveries

Out-of-state delivery will be F.O.B. shipping point and does not include set-in-place, assembly or installation. CALPIA will ship prepaid and the freight charges will be added to the invoice. Estimated freight charges must be included as an additional line item on the purchase order.

SET IN PLACE CHARGES

To determine the type of delivery required for your order and the appropriate charge, refer to the delivery information below. Rates for set-in-place and/or assembly charges are listed.

There are three delivery types available: dockside, set-in-place, or set-in-place/assembly. Dockside delivery is included in the list price. The type of delivery requested **MUST** be indicated on **ALL** furniture orders. If set-in-place or assembly is requested, appropriate charges must be authorized. CALPIA cannot provide set-in-place and/or assembly for items previously received.

1. **Dockside Delivery** is delivery to either the building loading dock or to any accessible first floor entrance location 50 feet from the point of unloading carrier truck. The unit price listed in the schedule includes delivery strictly to dockside locations. This does **not** include unboxing, unwrapping or assembly. Any delivery not meeting either definition for dockside delivery will require additional set-in-place charges.
2. **Set-In-Place Delivery** is delivery to your office location with furniture items placed at point of use or a delivery over 50 feet from point of unloading carrier truck. This service includes unboxing and removal of packaging material:

it does not include assembly. Please notify Customer Services in advance of delivery of any possible delivery obstacles, e.g., no available freight elevator, narrow stairs, and/or stair wells or other obstacles.

NOTE: Moving existing furniture prior to set-in-place of new furniture is the responsibility of the customer. The customer will be charged \$50.00 per hour, 1 hour minimum, if the delivery person is engaged in moving existing furniture.

3. **Set-In-Place/Assembly** service includes set-in-place delivery and connecting or assembling furniture pieces at point of use.

For actual set-in-place charges, please refer to inset page 4.

INSTALLATION INSTRUCTIONS

Purchase orders must specify item and placement (right, left or center when appropriate) on items requiring factory installation, i.e., pedestals, storage, keyboards and center drawers.

SPECIAL HANDLING

Please contact your Account Representative at 916/ 323-2419 regarding freight and set-in-place charges on freight and

- (1) Coordinated Major Projects,
- (2) Residential Hall Furniture,
- (3) New Building Installation,
- (4) Large Quantity Orders.

STORAGE FEES

Storage Fees may apply when the scheduled delivery date is delayed at the customer's request. Storage fees will be charged based on duration and poundage involved. The customer must notify CALPIA immediately when the new delivery date is known so delivery can be rescheduled.

CALPIA CUSTOMER SERVICE

916-358-2733

Website : calpia.ca.gov

CALPIA SALES

916-323-2419

BEDDING PRODUCTS

WARRANTY

Innerspring mattresses have a **5-year limited warranty** on material and workmanship as follows (**NOTE:** Stains, soil, and damaged border wire negate any warranty): **Two years** from the date of delivery, CALPIA at its option and expense, will repair or replace any innerspring mattress which, under normal usage, fails to meet specifications. If the product has been discontinued, a comparable mattress will be provided. Three to five years from date of delivery, CALPIA, at its option, will credit the customer at a prorated amount based on the original selling price of the product. For example, mattresses returned after 36 months from delivery could receive a 24-month credit of the original price, i.e., a credit of 40% of the sale price.

Cotton core mattresses (new and refurbished), foam mattresses and pillows, at CALPIA's discretion will be replaced or repaired free of charge if the product is judged to be defective. It is the customer's responsibility to inspect items at time of delivery to the extent practical. Damaged merchandise must be reported within 10 days of delivery (see Shipment Damage/Shortages section under General Terms).

If any defect is discovered within the warranty period, notification must be made, in writing, promptly to CALPIA. Proof of purchase must be provided for repair or replacement within the warranty period. CALPIA reserves the right to examine mattresses/pillows on-site, prior to their return if reported as defective or damaged.

FREIGHT CHARGES

Prices quoted for bedding products, excluding innerspring mattresses (see below), include freight prepaid to dockside destinations within California only via a carrier of CALPIA's choice.

Set-in-Place delivery charges on all bedding products are assessed on a case-by-case basis. Call your Account Representative for a quote for set-in-place delivery or freight to destinations outside California.

Innerspring Mattresses:

All freight charges quoted below for innerspring mattresses are for dockside destinations within California only. Freight charges specific to innerspring mattresses are as follows:

\$10.00 per mattress.

Charges for pick-up and disposal of used innerspring mattresses are determined on a case-by-case basis due to the wide range of disposal fees throughout California.

STORAGE FEES

Storage fees for mattresses may apply when the scheduled delivery date is changed to a later date by the customer or delivery is refused and it is necessary for CALPIA or the carrier to store manufactured mattresses. CALPIA is to be notified immediately by the customer when it is known the scheduled delivery date is to be changed.

FLAMMABILITY TESTING

CALPIA manufactures mattresses to meet or exceed the applicable flammability testing requirements set forth by the California Bureau of Home Furnishings in California Technical Bulletins 117 and 129, depending on the mattress use. All mattresses manufactured on or after July 1, 2007 meet the Federal flammability requirements of 16CFR 1633. Refer to the "Bedding" section of the online catalog for specific information on flammability tests.

There are no State or Federal flammability requirements or testing for pillows at this printing.

SET-IN-PLACE AND DELIVERY

Furniture/Cabinets/Files	Industrial Shelving
<p>DESCRIPTION</p> <ul style="list-style-type: none"> Large bulky items such as standard desks, 8' tables and sofas. \$50.00 per Unit* Medium sized items such as credenzas, 5' and 6' office tables, executive chairs, lounge chairs, 78" high wardrobe cabinets and 5', 6' and 7' vertical files. \$30.00 per Unit* Small items such as small utility tables, office chairs, 48" high wardrobe cabinets and 2', 3' and 4' vertical files. \$10.00 per Unit* 	<p>DESCRIPTION</p> <ul style="list-style-type: none"> Up to 2 units \$100.00 per Unit* Each additional unit. \$50.00 per Unit* <p>Shelving is shipped palletized. Customers are required to have a receiving dock and a forklift or pallet jack. If these facilities are NOT available, CALPIA MUST be notified at the time of ordering to determine accessorail charges for unloading and depalletizing.</p>

SET-IN-PLACE & ASSEMBLY CHARGES

Furniture/Cabinets/Files	Industrial Shelving
<p>DESCRIPTION</p> <ul style="list-style-type: none"> Items such as secretarial and executive desks and work centers with returns, peninsulas, bridges, wedges, and the larger tables require assembly on site. If you choose to assemble items yourself, use the standard set-in-place charge applicable. \$90.00 per Unit* 	<p>DESCRIPTION</p> <p>INSTALLATION NOT AVAILABLE</p>

Standard Set-in-Place charges do not apply to:

- (1) Coordinated Major Projects
- (2) Residential Hall Furniture
- (3) New Building Installation
- (4) Large Quantity Orders

Contact your CALPIA Account Representative for a quote for orders that have special requirements.

Set-in-Place charge per unit is included in the item description in the CALPIA online catalog calpia.ca.gov or contact Sales or Customer Services for applicable charges.

CALPIA CUSTOMER SERVICE
916-358-2733
Website : calpia.ca.gov

CALPIA SALES
916-323-2419

* Charges/Fees subject to change without notice.

SEISMIC STANDARDS/INSTALLATION

FURNITURE/STEEL CABINETS

Steel Cabinets (Storage and wardrobe) meet California Administrative Code Title 24, Part 2, Section 2-2312, (Earthquake safety) seismic standards, if installed per manufacturer's instructions.

Installation is the responsibility of the purchaser. Installation hardware is included with each unit.

In accordance with the California Administrative Code, Title 24, State Building Code, Part 2, Section 2-2312, **Earthquake Safety, all:**

"Storage racks with the upper storage level more than 5 feet in height (plus contents);"...

"Floor supported cabinets and book shelves more than 5 feet in height (plus contents);"...

"Wall hung cabinets and storage shelves (plus contents); **must be designed, constructed and anchored in such a manner as to resist stresses and limit deflections caused by earthquake forces.**"

Prior to use of the shelving system, cabinets, etc., the structure must be anchored in accordance with drawings supplied by the manufacturer.

Local agencies should check with their governing bodies to determine if compliance with UBC/CAC is required.

INDUSTRIAL SHELVING

California Administrative Code Title 24, State Building Code 2, Part 2 (CAC 24, SBC 2), requires that industrial steel shelving be designed, assembled and anchored so as to resist seismic forces when fully loaded.

The industrial steel shelving components manufactured by CALPIA when assembled and anchored as prescribed by CALPIA are certified by the Office of the State Architect (OSA) to be compliant with CAC 24, SBC Part 2.

Any other sizes, configurations, anchorages, etc., that the end user may wish to order shall require additional calculations, prepared and signed by a California licensed structural or civil engineer substantiating compliance of the shelving installation to the California Administrative Code. These calculations shall be the responsibility of the end user.

If you have any questions, please contact your CALPIA Account Representative or call 916/323-2419.