

Prices and Specifications

Prices and specifications are subject to change without notice. All prices quoted will be FOB our factories. If applicable, sales tax will be based on ship-to destination.

Bernhardt Design reserves the right to make changes in dimensions, design and/or construction, price lists, or product literature without prior notice.

Order Entry

All orders are subject to final acceptance by Bernhardt Design in Lenoir, NC. Receipt of our acknowledgment indicates acceptance of your order subject to the terms set forth on the acknowledgment.

Bernhardt Design attempts to clarify all purchase orders. However, in the event the price list number and description on the purchase order differ, the price list number will prevail.

Changes / Cancellation

All orders in production are considered firm orders and are not subject to changes or cancellation.

Shipping

Bernhardt Design will ship in accordance with customer instructions whenever possible. If not specified, Bernhardt Design will exercise its best judgement in selecting a carrier. Orders in production will be shipped as scheduled and cannot be held.

Storage

If a customer is unable to accept an order when it is ready for shipment, storage may be requested. Acceptance of storage will be at the discretion of Bernhardt Design. All costs including transportation will be at customer expense. A storage charge of 1½% of the invoice will be assessed for every 30 days, or any part thereof, that merchandise

remains in storage. Bernhardt Design considers transfer to storage the equivalent of delivery. This includes invoicing and payment. Customers will bear all risk of damage or loss during storage.

Freight Damage and Claims

Bernhardt Design is not liable for any damages to products that occur during transit or storage. The carrier assumes all responsibility upon acceptance of product. It is the customer's responsibility to inspect products upon receipt and file any claims with the carrier. No product should be refused. If products are received damaged, a written exception should be made on the bill of lading and an immediate inspection be requested of the carrier.

Concealed damage must be reported to the carrier within 10 business days from day of delivery. Failure to make claims shall constitute acceptance of the products and waiver any claims of defects, errors or shortages.

In the event delivery is made on a Bernhardt Design truck, the products should be carefully inspected for transit damage. If contents are damaged, the driver should be notified to call his dispatcher for immediate disposition. Concealed damage must be reported within 10 business days from day of delivery and product/packaging held for inspection by a Bernhardt Design representative. Replacements for product damaged in shipment or storage will be manufactured upon receipt of a purchase order.

Returns

No merchandise may be returned to Bernhardt Design without written consent in the form of a Return Authorization from our Quality Assurance Department, stating why the item is being returned and how the item will be shipped.

Unauthorized returns will be automatically refused by our receiving department as well as returns not in accordance with Bernhardt Design shipping instructions. Liability for defective merchandise shall be limited to the replacement or repair of that merchandise, and Bernhardt Design shall not be liable for other damages or losses.

Measurements and Weights

All measurements and weights are approximate and subject to change without notice.

Warranty

Bernhardt Design will repair or replace, at its discretion and without charge to the original purchaser, any seating product or part thereof which fails as the result of defects in material and **workmanship, under single shift use and normal care, for five years from date of shipment**, with the exception of guest and stacking chairs which will be warranted for three years.

This warranty does not cover misuse or abuse of product, damages caused by contact with tables, desks or other surfaces, or normal wear associated with use of product.

Repair or replacement of discontinued product will be at the discretion of Bernhardt Design.

Natural color changes, variations or movements in lumber or veneer products, exposure to extreme temperature changes and direct sunlight may cause color changes and/or surface damage. These are circumstances beyond the control of Bernhardt Design and are not warranty issues.

Certain chair styles with exposed wood require construction methods that accent color variations in light and natural stains. These variations

are not considered product defects and are not warranty issues.

Damages to stacking chairs caused by stacking/unstacking methods are not controllable by Bernhardt Design and are not considered warranty issues.

This warranty is the customer's exclusive remedy for product defect and does not apply to damage caused by a carrier, dealer, installer, user modification, or attachments to a product. Bernhardt Design has the exclusive right to make the final determination of product misuse or abuse.

This warranty excludes fabrics, leathers and any other textiles for wearing quality, color fastness, shrinkage, wrinkling, stretching, or dye lot match.

Except as stated above, Bernhardt Design makes no express or implied warranties as to any product, and in particular, makes no warranty of merchantability or of fitness for any particular purpose.

Bernhardt Design shall not be liable for any consequential or incidental damages or for commercial loss arising from any product defect.

Care and Use

Finished wood surfaces should be cleaned with a soft damp cloth, wiping in the direction of the grain. Dry with a soft cloth, wiping in the grain direction. Do not use waxes or furniture polish as these will cause an unsightly film build-up.

Custom Design

Bernhardt Design will alter some of its products to meet your specific needs. Contact your Bernhardt Design sales representative when a custom design is needed. Custom designs require minimum quantities, additional leadtime and upcharges.

A custom job number, available from your Bernhardt Design sales representative, must be submitted with purchase orders.

Customer's Own Material (COM)

Customer's Own Leather (COL)

Approval Procedures

Due to aesthetic reasons or application restraints, Bernhardt Design must preapprove certain COM/COL fabrics for application on Bernhardt Design products. These fabric types include, but are not limited to, thin fabrics without backing such as nylon, parachute cloth, woven grass cloth or transparent materials. Also, "rug" weight and thick mohair fabrics will need prior approval. Fabrics with more than 40% silk content will not be accepted.

PREAPPROVAL PROCEDURE

Please submit a 12" X 12" sample prior to the actual shipment of COM/COL to Bernhardt Design.

Sample Shipping Address:

**Bernhardt Design
1839 Morganton Blvd. SW
Lenoir, NC 28645
Attn: Customer Service**

Along with the COM/COL sample, the product number, quantity of products, and contact information must be specified for approval purposes.

Bernhardt Design reserves the right to reject any covering which in our

opinion is unsuitable for upholstery purposes. However, Bernhardt Design shall in no instance be held responsible for tailoring variances that result from the application of a particular textile or leather to a specific frame.

COM Yardage Specifications

All yardage requirements shown in the price list are based on 54" plain material. Fabrics with a vertical repeat that must be matched, or that are less than 54" wide, require more yardage. The chart below should be used for determining additional COM yardage requirements.

Please add the indicated percentage to the yardage shown beside the style number in the price list. This guide will accurately cover most COM orders, but there will be instances due to unusual repeats or designs that additional yardages may be required. Bernhardt Design will not be held responsible for the purchase of any additional COM that may be required.

When specifying a COM fabric that is more than 54" wide and includes a vertical and horizontal repeat, contact the Bernhardt Design office for additional yardage requirements. Bernhardt Design will not be held responsible for the purchase of any additional COM that may be required.

All COM's will be cut and applied at the discretion of Bernhardt

Design unless special cutting instructions are included in writing with the purchase order. Fabric patterns must be identified as horizontal or vertical application. Bernhardt Design will not be held responsible for defective fabrics, as all COM's are accepted as first quality goods.

When specifying more than one textile on seating items, such as contrasting fabrics, welts, and contrasting welts, additional yardage may be required due to fabric yield.

COL Specifications

Leather (COL) requirements are shown in square feet and calculated for hides that are 40 square feet or above. For hides below 40 square feet add 15% to the footage requirements. For calf hides below 30 square feet add 30% to the footage requirements.

Bernhardt Design will not be held responsible for receipt of defective leathers, as all COL's are accepted as first quality goods.

COM/COL Tagging

All COM/COL must be properly tagged on the receiving documents in order for Bernhardt Design to match your fabric with your order.

Bernhardt Design will not be responsible for any delays caused by fabric not correctly marked.

Dealer: _____
Tagged for: _____
Product No: _____
P.O. No.: _____
Ack. No.: _____

COM/COL SHIPPING ADDRESS:

**Bernhardt Design
Plant # 7T Door #10
1402 Morganton Blvd. SW
Lenoir, NC 28645**

COM/COL Disclaimer

Bernhardt Design is not responsible for any unclaimed COM/COL 30 days after shipment of Bernhardt Design acknowledgment. It is the responsibility of the dealer to request the return of excess COM/COL on the initial purchase order.

Flammability

It is the responsibility of the dealer to advise Bernhardt Design of local fire code requirements for final shipping destinations at the time of order placement.

Bernhardt Design certifies that, when upholstered with our textiles, articles of furniture meet or exceed the requirements of the BIFMA First Generation Voluntary Upholstered Furniture Flammability Standard for Business and Institutional Furniture, the National Fire Protection Association Standard NFPA 260A-86 for cigarette ignition resistance of components of upholstered furniture, and the construction criteria of the Upholstered Furniture Action Council (UFAC). Substitutions of customer's own material for Bernhardt Textiles are accepted at customer's risk. Contact your Bernhardt Design sales representative for other flammability requirements and upcharges.

Bernhardt Design will not be responsible for any changes in color or appearance of fabrics with special treatments. Bernhardt Design will not be held responsible for replacement of goods damaged during treatment process.

Orders Shipping to California

Seating products upholstered in Bernhardt Textiles and shipping to California comply with CAL TB 117-2013. COM/COL applied to Lilt or Vika must meet CAL TB 117-2013 requirements in order for Lilt or Vika to comply. Proof of COM/COL

Fabric Yardage Vertical Repeat

Fabric Width	Plain Fabric	2"-10" Repeat	11"-20" Repeat	21"-25" Repeat	26"-30" Repeat
54"	0%	10%	15%	20%	25%
51-53"	15%	20%	25%	30%	35%
48-50"	30%	35%	40%	45%	50%
45-47"	45%	50%	55%	60%	65%
36-44"	60%	65%	70%	75%	80%

compliance must be provided at the time of order placement for Lilt or Vika. All other COM/COL upholstered seating products comply with CAL TB 117-2013. Compliance for other locations is available upon request.

California Technical Bulletin 133 (CAL TB 133)

Specific frame and fabric combinations must be submitted to Bernhardt Design for approval or disapproval of CAL TB 133 compliance prior to order placement. Include the frame number, fabric manufacturer and pattern name, fabric content, fabric weight, and reference any backing material or special fabric finish applied. Fire retardant thread, a fire retardant barrier and CMHR (Combustion Modified High Resilience) foam, or a combination thereof, are provided on most CAL TB 133 orders. Please contact your Bernhardt Design sales representative for applicable upcharges for each frame. Testing is available for \$750 net, plus cost of COM/COL and requires 6 - 8 weeks.

Bernhardt Design will not be responsible for any changes in color or appearance of fabrics with special treatments. Bernhardt Design will not be held responsible for replacement of goods damaged during treatment process.

Guest Seating

Bernhardt Design guest seating is constructed of kiln dried solid maple parts except as noted in the price list. These solid maple parts are double doweled, utilizing corner blocks and lag bolts on the seat frame. The seat consists of high resilience urethane foam over woven webbing.

Stretchers, which enhance product durability in high use public areas, are available on selected Bernhardt

Design exposed wood seating products. Contact your Bernhardt Design sales representative for information regarding applicable upcharges for the addition of stretchers to chairs that are intended to be used in areas such as restaurants, cafeterias, training centers, hotel/motels, and other applications where chairs would be subject to above normal movement and use.

Lounge Seating

Bernhardt Design lounge seating is constructed from kiln dried lumber using double and triple dowel methods. High resilience urethane foam is used in conjunction with polyester fiber filling. Exposed wood components consist of maple or parawood solids.

Contrasting Fabric and Welt Upcharges

Bernhardt Design must approve contrasting fabric and welt applications. If approved, the following upcharges apply:

Chair:	\$50.00 Net each
Loveseat:	\$60.00 Net each
Sofa:	\$75.00 Net each

Exceptions: Reference individual product skus for exceptions to contrasting fabric/welt upcharges.

Executive and Management Office Seating

Bernhardt Design offers executive and management swivel chairs with pneumatic gas lifts and tilt controls. Base styles include black or polished aluminum options.

Special Finishes

Special finishes, made to customer specifications and subject to factory approval, may be available at a **5% net upcharge with a \$500 net minimum**. Contact your Bernhardt Design sales representative when a special finish is desired. When order-

ing a special finish, additional lead times may be required. Special finishes cannot be cancelled after acknowledged by Bernhardt Design.

Standard Finishes

Finishes must be specified on all orders. The following finishes are available:

Maple/Ash			
805	839	860	101
823	840	861	108
834	841	865	
836	845	866	
837	850	870	
Oak			
805	839	861	870
836	840	865	
837	860	866	
Parawood/Zebrawood			
805	836	845	866
823	839	860	870
834	841	861	
Walnut			
823	860	870	
839	861	LV8*	
841	866		

Exceptions. *Reference individual product skus for applicable finishes.

Bernhardt Design seating finishes are compatible with our casegoods finishes. However, finishes may vary slightly due to the natural characteristics of the wood. No absolute match is implied or guaranteed.

Light Finishes

Bernhardt Design offers light finishes 836, 837, 840, 850, 870 and LV8 on certain veneers. Light finishes do not hide or mask the natural characteristics of the wood. It is very important that the dealer and customer understand that inherent natural characteristics of the wood will be apparent in the chair when using a light finish. Natural

characteristics include the natural discolorations of the wood substance and color variations in glued up stock.

These natural characteristics are not considered defects by Bernhardt Design, and therefore merchandise will not be replaced.

Design and Patent Rights

All of the products shown in Bernhardt Design catalogs and described in Bernhardt Design price lists are, and remain, the property of Bernhardt Design, with the sole right reserved to manufacture and to distribute.

Some of the product designs shown are patented in the United States and will remain the property of Bernhardt Design. Any reproduction of the products constitutes an infringement of patented copyright laws and will be subject to prosecution.

General Services Administration

Product available on the Bernhardt Design GSA - Federal Supply Service Contract GS-28F-7040G is noted in the product descriptions.

For information regarding GSA pricing, please contact your local Bernhardt Design sales representative or call 828 759 6337.

Send all GSA payments to:
12197 Collections Center Drive
Chicago IL 60693