

***REQUEST FOR PROPOSALS:***

Furniture Solutions with Related Products & Services

***RFP #:***

COG-2152

***ISSUED BY:***

The Cooperative Council of Governments

On Behalf of Equalis Group

*6001 Cochran Road, Suite 333*

*Cleveland, Ohio 44139*

***DATED:***

October 13, 2023

***SECTION TWO:***

Proposal Submission Documents, Technical Proposal, Cost  
Proposal and Other Required Forms

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# PROPOSAL FORM CHECKLIST

The following documents must be submitted with the Proposal.

The below documents can be found in Section 2; Proposal Submission and Required Forms and must be submitted with the proposal. Please note Proposal Form 2 is a separate attachment (attachment B).

## TECHNICAL PROPOSAL

- Proposal Form 1: Technical Proposal**

**PROPOSAL PRICING:** Attachment B is provided separately in a Microsoft Excel file and is required to complete your cost proposal.

- Proposal Form 2: Cost Proposal**

## OTHER REQUIRED PROPOSAL FORMS:

- Proposal Form 3: Diversity Vendor Certification Participation**
- Proposal Form 4: Certifications and Licenses**
- Proposal Form 5: Unresolved Findings for Recovery**
- Proposal Form 6: Mandatory Disclosures**
- Proposal Form 7: Dealer, Reseller, and Distributor Authorization**
- Proposal Form 8: Mandatory Supplier & Proposal Certifications**
- Proposal Form 9: Clean Air Act & Clean Water Act**
- Proposal Form 10: Debarment Notice**
- Proposal Form 11: Lobbying Certification**
- Proposal Form 12: Contractor Certification Requirements**
- Proposal Form 13: Boycott Certification**
- Proposal Form 14 Federal Funds Certification Forms**
- Proposal Form 15 FEMA Funding Requirements Certification Form**
- Proposal Form 16: Arizona Contractor Requirements**
- Proposal Form 17: New Jersey Requirements**
- Proposal Form 18: General Terms and Conditions Acceptance Form**
- Proposal Form 19: Equalis Group Administration Agreement Declaration**
- Proposal Form 20: Master Agreement Signature Form**

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# PROPOSAL FORM 1: TECHNICAL PROPOSAL

<b>1. OVERVIEW &amp; QUALIFICATIONS</b>	
<b>1.1. Company Information</b>	
<b>1.1.1. Company Name:</b>	School Specialty, LLC
<b>1.1.2. Corporate Street Address:</b>	W6316 Design Drive Greenville, WI 54942-8404
<b>1.1.3. Website:</b>	www.schoolspecialty.com
<b>1.1.4. Formation.</b> In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	School Specialty, LLC has been in business since 1959 – 64 years. However, prior to 2020, the business was School Specialty, Inc.
<b>1.1.5. Primary Point of Contact.</b> Provide information about the Respondent representative/contact person authorized to answer questions regarding the proposal submitted by your company:	Contact Name: Leonard Adkins
	Title: Assistant Secretary
	Phone: 419-589-1656
	E-Mail Address: bidnotices@schoolspecialty.com
<b>1.1.6. Authorized Representative.</b> Print or type the name of the Respondent representative authorized to address contractual issues, including the authority to execute a contract on behalf of Respondent, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function).	Contact Name: Leonard Adkins
	Title: Assistant Secretary
	Phone: 888-388-3224
	E-Mail Address: bidnotices@schoolspecialty.com
<b>1.2. Financial Strength &amp; Legal Considerations</b>	
<b>1.2.1. Financial Strength.</b> Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters.  <b>Note:</b> If the information disclosed in your response is considered “Trade Secret” as defined in Ohio Revised Code, Respondents may mark the	Please see the attached consolidated financial statements starting on page number 1.

<p>information as a “Trade Secret” and the response will be redacted from any future use of the RFP response.</p>	
<p><b>1.2.2. Bankruptcy &amp; Insolvency.</b> Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.</p>	<p>No bankruptcies or insolvencies.</p>
<p><b>1.2.3. Litigation.</b> Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.</p>	<p><b>A.</b> Tunnel IP LLC vs. School Specialty, LLC, U.S. District Court for the Northern District of Ohio, Case No. 1:22-cv-00888. This lawsuit alleges that School Specialty is infringing on Tunnel IP’s U.S. Patent No 7,916,877 directly with the Califone branded product, the PA920 Power Pro Portable PA. This lawsuit was filed on May 27, 2022 and is in its initial stages.</p> <p><b>B.</b> Virco Mfg. Corporation v. School Specialty, Inc., U.S. District Court for the District of Delaware, Case No. 1:20-cv-906-LPS. On July 2, 2020, Virco Mfg. Corporation (“Virco”) filed a lawsuit against School Specialty for patent infringement. The lawsuit primarily alleges that School Specialty is infringing on Virco’s U.S. Patent Nos. 7,147,284 and 10,537,180 by manufacturing, selling, offering for sale, using, and/or importing certain products, namely the Classroom Select Inspo Rocker (including the 14 Inch, 16 Inch, 20 Inch, A+ and Chrome Frame models), the Classroom Select Inspo Floor Rocker (including the A+ Shell, A Shell, B Shell, and C Shell models), and the Classroom Select NeoClass Floor Rocker (including the A+ Shell, A Shall, B Shell, and C Shell models). This lawsuit is currently ongoing and in discovery.</p>
<p><b>1.3. Industry Qualifications</b></p>	
<p><b>1.3.1. Company Identification.</b> How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?</p>	<p>Primarily distributor: however, we have our own manufacturing proprietary lines (Classroom Select and Childcraft).</p>
<p><b>1.3.2. Manufacturer Authorization.</b> If your company is best described as a distributor, dealer, reseller, or similar entity please certify that your organization is authorized to sell the products and services at the price points disclosed in this proposal.</p>	<p>School Specialty LLC certifies that our organization is an authorized reseller for each manufacturer we’re presenting in our offering within CCOG Equalis Group’s RFP # COG-2152, Furniture Solutions with Related Products and Services.</p>
<p><b>1.3.3. Authorized Distributors, Agents, Dealers, or Resellers.</b> Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your</p>	<p>School Specialty will serve as the single point of sale. Our network of more than 400 sales representatives, 26 quote team members, and marketing department would work together to ensure the contract is made available to Equalis Group Members via quoting and marketing opportunities.</p>

<p>organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers.</p> <p><b>NOTE:</b> Respondents intending to authorize distributors, agents, dealers, or resellers must complete <b><u>Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form.</u></b></p>	
<p><b>1.3.4. Network Relationship.</b> If your company is best described as a manufacturer or service provider, please describe how your dealer network operates to sell and deliver the Products &amp; Services proposed in this RFP. If applicable, is your network independent or company owned?</p>	<p>Although we are primarily a distributor of other manufacturers which we have included their letter of authorizations within our response, we also manufacturer of two separate proprietary lines, Classroom Select and Childcraft. We do not have dealer partnerships for either of these brands as we're the sole proprietor for them.</p>
<p><b>1.3.5. Industry Experience.</b> How long has your company provided the products and services outlined in your proposal? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?</p>	<p>We've been in business since 1959; however, we did not start providing some of the services, I.E., design, project management, and installation until 1993; however, services such as customer services were implemented when we were formed. 2021: 34% 2022: 36% 2023: 36%</p>
<p><b>1.3.6. Geographic Reach.</b> Describe your company's <b>current</b> service area in the United States and which areas you intend to offer services under a resulting contract if awarded.</p>	<p>School Specialty provides goods and services to customers in all 50 states. If awarded a contract, we would commit to providing goods and services within the entire country.</p>
<p><b>1.3.7. Certifications and Licenses.</b> Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?</p> <p>NOTE: Provide copies of any of the certificates or licenses included in your response in <b><u>Proposal Form 5 - Certifications and Licenses.</u></b></p>	<p>School Specialty hold all require federal, state, and local licenses, registrations, and certifications that are required by law or regulations of each entity including but not limited to business licenses/registrations, resell certifications, and contractor licenses. Please see documents starting on page #. Yes, we have maintained these certifications on an ongoing basis. We also require our installation subcontractors to hold maintain any required state or local licenses or registrations. Please see documents starting on page number 23.</p>
<p><b>1.4. Public Sector Experience</b></p>	
<p><b>1.4.1. Public Sector Cooperative Contracts.</b> Provide a list of the public sector cooperative contracts (e.g., state term</p>	<p>School Specialty holds multiple national and regional agreements. Revenue generated from those agreements is confidential. For</p>

<p>contracts, public sector cooperatives, etc.) you currently hold or are authorized to sell through (if contracts are held with a manufacturer) and the annual revenue through those contracts in each of the last three (3) calendar year.</p> <p><b>NOTE:</b> Please exclude information and data associated with Federal or GSA contracts.</p>	<p>each contract where letter of authorizations is required from manufacturers, we have them on-hand, in-house.</p>
<p><b>1.4.2. Education Success.</b> What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools &amp; school districts and high education)?</p>	<p>2021: \$629,894.00 = 85%    2022: \$760,443,844 = 86%    2023: \$672,935,288 = 86%</p>
<p><b>1.4.3. Government Success.</b> What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?</p>	<p>2021: \$8,753,829 = 13.8%    2022: \$7,389,038 = 9.7%    2023: \$4,749,477 = 7%</p>
<p><b>1.4.4. Customer References.</b> Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p> <ul style="list-style-type: none"> <li>a. Customer contact person and their title, telephone number, and email address;</li> <li>b. A brief description of the products and services provided by your company;</li> <li>c. Customer relationship starting and ending dates; and,</li> <li>d. Notes or other pertinent information relating to the customer and/or the products and services your company provided.</li> </ul>	<p><b>1A. Peoria Public School District 150, Peoria, IL</b>, -Mick Willis CFO- (309) 672-6735- <a href="mailto:mick.willis@psd150.org">mick.willis@psd150.org</a></p> <p>1B. Science labs (HS), middle school and high school student and teacher furniture, SPED classrooms, Media Centers</p> <p>1C. 5/1/2019- current</p> <p><b>2A. Marietta City Schools, Marietta, GA:</b> Charles Gardner – Chief Operations Officer – <a href="mailto:cgardner@marietta-city.org">cgardner@marietta-city.org</a></p> <p>2B. Marietta 6<sup>th</sup> Grade Academy: to redesign all the classrooms. Marietta High School: to redesign the entire Media Center, Stem Lab, Conference Room, and one student study room.</p> <p>2C. Marietta 6<sup>th</sup> Grade Academy: The design work began in early 2022 and the project installed late 2023. Marietta High School: The project started in Fall 2022 and installed July 2023.</p> <p><b>3A. Bleckley County, Cochran, GA,</b> Trey Belflower, Ed.D. – Superintendent – <a href="mailto:treyb@bleckleyschools.org">treyb@bleckleyschools.org</a></p> <p>3B. Bleckley Primary School: this was a replacement school building that we worked on. Our scope included all the classrooms, art rooms, offices, conference rooms, the media center, and cafeteria.</p> <p>3C. Bleckley Primary School: the design work began in Fall 2021 and was completed in July 2022.</p>

	<p><b>4A. Pasco County Schools, Pasco County, FL:</b> Matt Hayes – Former Assistant Principal – <a href="mailto:mhayes@pasco.k12.fl.us">mhayes@pasco.k12.fl.us</a> – (813) 997-5469</p> <p>4B. Zephyrhills High School -This project was for an entire school with two buildings and three phases.</p> <p>4C. Project was done in several phases from 2019-2022</p> <p>4D. They just ordered additional furniture for classroom adds and wooden football lockers that installed summer 2023.</p> <p><b>5A. Rankin County School District, Rankin, MS:</b> Dr. Pamela Reed-Simon – (601) 613-2897</p> <p>5B. Seven new Early Childhood classroom adds that will be installing at seven different schools in the county.</p> <p>5C. Project completed in October 2023.</p> <p><b>6A. Silo Academy, South Haven, MS</b> Early Childhood Center New Build, Anshi (620) 521-7399 and Sonya Patel (318) 801-9372</p> <p>6B. Silo Academy - We are doing the entire center to include specialty rooms by age group, gym-gross motor room, offices, and lobby spaces.</p> <p>6C. This is scheduled to install late this year.</p>
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**2. Products & Services**

**2.1. Products & Services**

<p><b>2.1.1. Product &amp; Services Description(s).</b> Provide a detailed description of the products and services you are offering as a part of your proposal.</p> <p>Your response may include, but is not limited to, information related to product or market focus, differentiators, manufacturing capabilities &amp; advantages, warranty information, turnkey capabilities, installation or set-up, training services, maintenance services, or any other piece of information that would help understand the breadth and depth of your products and service offering.</p> <p><b><u>IMPORTANT.</u></b> This description along with the products and services included in the <b><u>Attachment B – Cost Proposal</u></b> will be utilized to define the overall products and services available under a resulting contract.</p>	<p>School Specialty offers products for all learning environment areas in schools and the rest of the buildings as well regardless of the grade levels. We can complete provide furniture and related services from Pre-K to High School and upper education as well. For Section 5.1. of Section 1 of the RFP, we can provide products and services for each of the environments listed. For Section 5.2, with our extensive list of manufactures as well as our own proprietary brands, we can product all the product categories listed and much more. For Section 5.3, we can provide all the listed services except rental or leasing (all products we provide are sold as new) Our menu of services includes providing customer service, web services, project management, installation services, free design services regardless scope of a project, complete 360 turnkey solution for new construction or large renovation projects that could include inventorying of existing and recycling of existing furniture. Please see more details on our products and services starting on page number 59.</p>
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<p><b>2.1.2. Value-Add or Additional Offering.</b> Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract’s participating agencies.</p>	<p>A. Professional Development - School Specialty offers professional development courses for teachers, covering topics such as designing student-centered learning spaces, building a culture of collaboration, and incorporating authentic student voice and choice. The courses are available in different forms including in-person and online with specific learning objectives. These courses are aimed at teachers who want to improve their teaching skills and create a better learning environment for their students. B. Delivery Services – all Equalis members will receive free, no charge inside delivery and lift gate services. C. Sensory Rooms – we can create Sensory Rooms for Special Education classrooms utilizing product from our Flaghouse and Snoezelen product lines. Equalis Member schools can work with their local School Specialty sales representative to have us review this product line that would best fit their individual needs. D. Concierge Services – for orders not requiring installation services that exceed \$12,000, Equalis Members orders equal or greater than this total will automatically receive free, no charge project management services. E. School Specialty Innovate 360 Program – our company offers a trade marked “Innovate 360 Program.” This service is a complete 360, turnkey solution for new construction, existing classrooms, or renovation projects. It’s a four-step process that our company has successfully utilized for 30 years within the K-12 education market nationally.</p>
<p><b>2.1.3. Open Market Products.</b> Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventoried products.</p>	<p>We have access to more than 500,000 open market items through our manufacturing partners which we provide to our K-12 customers nationally, daily. Customers have access to these items via catalogs, web links to the manufacturer’s catalogs/price lists, and even to our School Specialty website (standard items are listed on the website with the most often purchased configurations, I.E., popular sizes, colors, etc., but we explain to customers we can provide many more additional configurations along with the standards. When our sales teams, quote, or customer service teams interact with customers regarding open market items, we work with them to ensure we include them as well as our standard catalog offering. We provide them with the manufacturers’ websites, catalogs, MSRP price lists, specification sheets, renderings/drawings(when applicable) during the quoting or open discussion phases to ensure they fully understand the breadth of our offerings. To learn more, please visit <a href="http://corporate.schoolspecialty.com/brand-story/professional-development/">corporate.schoolspecialty.com/brand-story/professional-development/</a></p>
<p><b>2.1.4. Warranty.</b> Provide a copy of the manufacturer’s warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related</p>	<p>Please see attached copies of the manufacturers’ warranties starting on page number 93. Although these are the manufacturer warranties, School Specialty reserves the right to extend the warranty period or services for each manufacturer which means we’ll always meet the requirements or go beyond them for our customers which they greatly appreciate. We also provide a one-year installation warranty program for all projects/orders requiring this service. We have also gone beyond the period for</p>

<p>to the any extended warranty options must be included in <b><u>Attachment B – Cost Proposal.</u></b></p>	<p>many customers even though the issues were not due to faulty installation work.</p>
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### **3. Business Operations**

#### **3.1. Logistics**

<p><b>3.1.1. Store &amp; Showroom Locations; Distribution &amp; Shipping Capabilities.</b> Describe how supplier proposes to distribute the products &amp; services in Respondent’s defined geographic reach.</p> <p>Your response may include, but is not limited to, information related to the number of store or showroom locations, distribution facilities, supply chain partners, fill rates, on-time delivery rates, and your ability to accommodate expedited orders.</p>	<p>If awarded a contract, School Specialty will provide products and services nationwide through our network of freight, manufacturing, and installation partners.</p> <p><b>A. Delivery Services</b> – we have national and regional contracts with more than 10 LTL carries and 30 full truckload brokers who have access to thousands nationwide. When orders are ready to ship, the manufacturers schedule the pick-up with the selected carriers and send confirmations to School Specialty. We also utilize our manufacturers shipping programs as well if applicable. This program enables the manufacturers to schedule the loads with their carriers.</p> <p><b>B. Manufacturers</b> – in our offering, we have confirmed we’re authorized to provide products and services for more than 40 companies including our two proprietary brands owned by School Specialty (Classroom Select and Childcraft). Many of our manufacturer partners have manufacturing facilities and warehouses strategically located within the country.</p> <p><b>C. Installation</b> – we have more than 400 installation subcontract partners nationally. Within the 400, many of our partners have multiple locations within the country which brings our total to 815 groups we have access to utilizing.</p> <p><b>D. Showroom</b> – School Specialty has an outstanding showroom located in Dallas, TX, and we’re looking to expand our coverage in the future to other strategically locations within the country. Along with our Dallas showroom, several of our manufacturing partners have them located throughout the country that we have access to utilize.</p> <p><b>E. Fill Rate/On Time Delivery</b> – standard delivery time for non-customized product is 4-6 weeks (depending upon the customized product, delivery can extend to 8 -10 weeks). Our goal is to ship all furniture orders at a 100% fill rate with no back orders, on time (the ship dates we provide to our customers). If there are potential backorders, we proactively notified the end user and give them the option of holding the entire orders or split shipping with no additional freight cost if possible. We do not automatically charge additional freight as our goal is customer satisfaction. Often, we’ll waive the additional freight cost if the customer elects to split ship so they will not need to pay for the shipping.</p> <p><b>F. Expedited Orders</b> – many of our manufacturing partners as well as School Specialty’s Classroom Select and Childcraft brands offers quick ship programs of selected stock items. Typically, these items will ship within 7-10 days after receipt of orders at the manufacturing facilities. If customers request expedited orders,</p>
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	we'll work with our manufacturers to confirm we can ship products sooner. If there are expedited shipping charges from the carriers, we also will communicate them to the end user.
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<b>3.2. Customer Service</b>	
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<p><b>3.2.1. Customer Service Department.</b> Describe your company's customer service department &amp; operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.</p>	<p><b>A.</b> School Specialty has more than 130 Customer Care Advocates in our three service centers that are owned by our company. A. Greenville, WI, Lombard, IL, and Mansfield, OH. Our hours of operations are 7:00AM – 5:00PM Central Standard Time.</p> <p><b>B.</b> Online resources and tools are available 24 hours a day, 7 days a week. Customers can place orders, change or cancel orders, obtain tracking information, request order documentation, report incomplete, missing, or damaged product and much more! To view the website to see the various services, please visit <a href="http://help.schoolspecialty.com">help.schoolspecialty.com</a></p> <p><b>C.</b> For orders requiring installation services, we have five project management teams employed directly by School Specialty totaling 35 associates that are located in Mansfield, OH, that are responsible for every aspect of the orders once they are in-house from order entry to final punch list sign-off including resolving warranty or after final install issues. Our hour of operation is 7:00 – 5:00 EST; however, during back-to-school season, our project management teams are available much beyond our standard operating hours.</p>
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<b>3.3. Customer Set Up; Order &amp; Invoice Processing; Payment</b>	
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<p><b>3.3.1. Proposal Development, Order, and Invoice Process.</b> Describe your company's proposal development, order, and invoice process.</p>	<p><b>A Proposal Development</b> – we have over Learning Environments 26 Strategic and Quote Specialists who work with our sales representatives and customers directly on their furniture proposal requests. Requests can be submitted via telephone, online, email, fax, or via our local Sales Representatives. They are routed to the appropriate team member that are aligned geographically by state. When quoting from the Equalis contract, the Specialists will have at their disposal via our system the rules of the agreement and how to price from it. Once the quotes are completed, the team will send back to the Members. Our goal is to complete non-installation required quotes within the same day of receipt if in-house by 2:00 EST or if installation services are needed, 24 – 48 hours after receipt of the requests.</p> <p><b>B. Orders</b> – orders can be placed via 5 ways (Online via their specific accounts, Phone into our Service Centers between the hours of 7:00 – 5:00 CST, Email, Fax, or through their local School Specialty Sales representatives). We can accept orders with or without purchase orders depending upon the school districts</p>
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	<p>ordering rules. Our goal is to enter orders the same day received if requested via non-online services.</p> <p><b>C. Invoice Process</b> – we offer two methods of invoicing. The first one is to provide an invoice on a manufacturer-by-manufacturer basis if multiple companies are utilized on an order. For example, if Classroom Select and National Public Seating items are on one order, we will invoice the end user for the Classroom Select items when they ship and then National Public Seating when their product ship. The other invoice option is called “Consolidated Invoicing”. This program enables us to not invoice until all manufacturers on an order ship, once all the product ship, we would provide one, single invoice. We can provide paper, email, or electronic (EDI) invoices which ever the district prefers.</p>
<p><b>3.3.2. Financing.</b> Does your company offer any financing options or programs? If yes, describe the financing options available to Members.</p>	<p>We currently do not offer financing options or programs. Our payment terms are Net 30, but we can and often do extend the payment terms at the requests of customers and will for Equalis Members as well. Regardless of dollar value of Members’ individual purchase orders or contracts, we do not require school districts to prepay for products/services.</p>
<p><b>3.4. Sustainability, Reclamation, and Recycling Initiatives</b></p>	
<p><b>3.4.1. Sustainable Company Initiatives.</b> Describe the ways in which your company is addressing the issue of sustainability.</p>	<p>School Specialty’s Continued Commitment to Sustainability and Engaging Employees, Students, and Customers on Their Green Journey. School Specialty, LLC has achieved Platinum status with the Green Business Bureau.</p> <p>The company joined the GBB in 2019 and has leveraged the platform and apps to manage their sustainability initiatives and track their progress. School Specialty, LLC completed enough initiatives to reach 400 EcoPoints™ to earn the GBB Platinum Seal. The company is committed to protecting the environment, engaging employees and customers in their sustainability efforts, and saving money through more efficient operations. They continue to utilize the GBB framework and online tools to become greener and meet their sustainability goals.</p> <p>School Specialty was looking for an opportunity to take small steps towards becoming a more environmentally friendly organization for both customers and employees. As a distributor of highly consumable products, it was important for them to look internally at what they could, and should, be doing to reduce their large footprint.</p> <p>Some of the activities which helped School Specialty achieve Platinum status toward green certification was the creation Green Teams throughout the company which served as the initial supporters of greening the business, enlisting and informing all employees of key activities, assessing where the organization was</p>

	<p>at in terms of green efforts and creating programs where employees can engage in green activities.</p> <p><b>Low Effort, High Impact Green Initiatives</b></p> <p>Like many organizations, School Specialty and their Project Green Teams initially focused on low-hanging fruit when the program first started. Putting focus on changes that include recycling of paper, adding low water flow sensors, changing out paper cups in the cafeterias to ceramic, ensuring that all cleaning supplies are green. After a bit of time the teams have started to tackle some of the long-term goals that include:</p> <ul style="list-style-type: none"> <li>• Implementing virtual office spaces</li> <li>• Utilizing productivity tools like Microsoft Teams for meetings to reduce travel and the carbon footprint</li> <li>• Replacing employee water coolers with zero bottle coolers</li> <li>• Upgrading office lighting to LED</li> <li>• Working to make office and distribution spaces Zero Waste</li> </ul> <p>“We are proud of accomplishing Platinum status with the Green Business Bureau and continue our commitment to create a more sustainable environment for both our employees and customers,” says Stacey Rubin, Senior Vice President of Marketing for School Specialty. “The elevated Platinum status with the GBB aligns well with our vision of Transforming More than Classrooms, and we are excited to have GBB as a valued partner with us.</p>
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**4. PRICING**

**4.1. Cost Proposal**

<p><b>4.1.1. Pricing Model.</b> Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal.</p>	<p>In our response, we’re offering a discount off manufacturers’ price lists (MSRP) and a discount off School Specialty’s furniture &amp; equipment catalog. For the discount off MSRP model, we’re offering a three-tiered, volume-based discount percentage per manufacturer that have product and freight included within these discounts (we included a percentage for installation services for both prevailing and non-prevailing wage projects/orders (Standard installation to be quoted, and cost will not exceed 18% of the order total. Prevailing wage/union installation to be quoted, and cost will not exceed 31% of the order total. For the discount off our furniture &amp; equipment catalog, the discount is a single percentage; however, we can extend deeper discount for each individual opportunity. Freight is included within the discounts and installation services is the same as with the discount off MSRP model. Design and Project Management services are free, no cost to Equalis Members.</p>
<p><b>4.1.2. Auditable.</b> Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure</p>	<p>Each Member will have their account loaded with the discounts off MRSP discounts along with our furniture &amp; equipment catalog discount which enables the company to easily track and capture</p>

<p>compliance with pricing in the Master Agreement.</p>	<p>the correct pricing. As the pricing is systemically captured, we can easily provide public agencies &amp; CCOG with auditing details by simply running reports that captures the customers individual purchase orders and invoices for auditing purposes. We can also provide copies of quotes, purchase orders, invoices, and other documents along with the account reports as well.</p>
<p><b>4.1.3. Cost Proposal Value.</b> Which of the following statements best describes the pricing offered included in Respondent’s cost proposal.</p>	<p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> not applicable. Please explain below.</p> <p><a href="#">Click or tap here to enter text.</a></p>
<p><b>4.1.4. Additional Savings.</b> Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.</p>	<p>Although our pricing model is a three-tiered volume-based and discount off furniture &amp; equipment catalog, we can extend or offer deeper discounts on an individual project basis. This is a method we currently follow not just for large projects but small opportunities as well.</p>
<p><b>4.1.5. Cost of Shipping.</b> Is the cost of shipping included in the pricing submitted with your response? If no, describe how cost associated with freight, shipping, and delivery are calculated.</p>	<p>Yes, shipping is included in the pricing to all member agencies. Shipments to Alaska, Hawaii, and territories are prepaid to the port of exportation. Additional freight from US port to destination will be applied as a separate line item.</p>
<p><b>4.1.6. Pricing Open Market or Sourced Goods.</b> If relevant, propose a method for the pricing of Open Market Items. For example, you may supply such items "at cost" or "at cost plus a percentage" or you supply a quote for each such request.</p> <p><b>NOTE:</b> For a definition of Open Market Items, please refer to <b><u>Part One, Section 5.4 – Other Pricing Scenarios.</u></b></p>	<p>For open market items, we would follow our proposed discount off manufacturers’ price lists. Open market items would not fall within our furniture &amp; catalog discount structure. Our discounts for open market items include discounts off MSRPs and includes shipping but not installation (that would be a separate line-item cost. Although our proposal is a two-tier, volume-based discount structure, we can extend deeper discounts on an individual job basis.</p>
<p><b>4.1.7. Total Cost of Acquisition.</b> Identify any components included in the total cost of acquisition that are <b>NOT</b> included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up,</p>	<p>School Specialty will quote standard installation at 18% and cost will not exceed this percentage of order totals. Prevailing wage/union installation to be quoted, and cost will not exceed 31% of the order total. If there is any type of mandatory training, the training will be included within these percentages.</p>

mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Respondent.

## 5. GO-TO-MARKET STRATEGY

### 5.1. Respondent Organizational Structure & Staffing of Relationship

**5.1.1. Key Contacts.** Provide contact information and resumes for the person(s) who will be responsible for the following areas;

1. Executive Contact
2. Contract Manager
3. Sales Leader
4. Reporting Contact
5. Marketing Contact.

\*\*\*Indicate who the primary contact will be if it is not the Sales Leader.

#### **Executive Contact**

Name: Christopher O'Connor  
 Title: Vice President of Sales, Eastern Sales Region  
 Email Address: Christopher.O'Connor@schoolspecialty.com  
 Telephone #: (413) 250-7388  
 Years in Education K-12 Market: 23  
 Years at School Specialty LLC: 23

Current Primary Responsibilities: vice-president with responsibility of managing a sales force with 110 sales team members. Manages all facets of the teams' sales activities over multiple corresponding categories including learning environment's furniture and equipment.

#### **Contract Manager**

Name: Leonard Adkins  
 Title: Assistant Secretary/Bids & Contracts Manager  
 Email Address: bidnotices@schoolspecialty.com  
 Telephone #: (419) 589-1656  
 Years in Education K-12 Market: 29.5  
 Years at School Specialty LLC: 29.5

Current Primary Responsibilities: manages learning environments bid/contract team that's responsible for responding to all furniture RFPs and bids for the company. Responsible for reviewing, signing, bids, RFPs, and awarded contract documents.

#### **Sales Leader Contact**


Name: Greg Harbaugh  
 Title: Vice-President – Contracts & Strategic Agreements  
 Email Address: greg.harbaugh@schoolspecialty.com  
 Telephone #: (856) 217-8307  
 Years in Education K-12 Market: 33  
 Years at School Specialty LLC: 33

Current Primary Responsibilities: oversees daily functions of School Specialty's Contracts, Cooperative and Strategic Agreements Team. Interacts with his team and sales representatives regarding creating contract sales strategy, cooperative partnership engagement, and creation of marketing material for awarded contracts.

	<p><b>Reporting Contact</b>  Name: Sherri Kremers  Title: Report Analyst  Email Address: sherri.kremers@schoolspecialty.com  Telephone #: (920) 243-5275  Years in Education K-12 Market: 29 Years  Years at School Specialty LLC: 29 Years  Current Primary Responsibilities: Rebate, Administrative Fees, and Cooperative reporting, analyze sales data.</p> <p><b>Marketing Contact</b>  Name: Helen Schleis, Primary Contact  Title: Director – Contracts, Cooperative and Strategic Agreements  Email Address: helen.schleis@schoolspecialty.com  Telephone #: (678) 823-5125  Years in Education K-12 Market: 27  Years at School Specialty LLC: 18  Current Primary Responsibilities: Work with School Specialty sales team on contract utilization, cooperative partner relationships, cooperative and contract marketing (creation of marketing materials).</p>
<p><b>5.1.2. Sales Organization.</b> Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.</p>	<p>School Specialty has an extensive sales organization comprised of over 400 salespeople. This includes an Inside Sales team that primarily focuses on smaller accounts as well as a field sales team. Each field sales team has a Strategic Account Leader that covers multiple states and serves as the team leaders. He/she leads a team of Strategic Account Representatives and Inside sellers that all work together to service our customers. In addition, we have a separate sales team of Learning Environments Specialist that work in tandem with these teams but are solely focused on our furniture opportunities. Overseeing our sales organization are eight (8) Regional Managers and two (2) Vice Presidents of Sales.</p>
<p><b>5.2. Contract Implementation Strategy &amp; Expectations</b></p>	
<p><b>5.2.1. Contract Expectation.</b> What are your company’s expectations in the event of a contract award?</p>	<p>School Specialty expects a partnership and shared goals and targets with Equalis Group to increase contract utilization and revenue growth where beneficial and appropriate for both parties.</p>
<p><b>5.2.2. Five (5) Year Sales Vision &amp; Strategy.</b> Describe your company’s vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the</p>	<p>In partnership with Equalis Group, School Specialty will seek to inform members of the wide range of options available to them through SSL and the benefits of purchasing through the newly awarded contract. School Specialty will:</p> <ul style="list-style-type: none"> <li>• Establish benchmarks and outline objectives for marketing performance and contract growth.</li> <li>• Inform existing Equalis Group customers of the newly awarded contract.</li> </ul>



<p>contract will be deployed with your sales team; how you will market the contract, including deployment of the contract on your company website; how you will market the contract, including deployment of the contract on your company website; and the time frames in which this will be completed.</p>	<ul style="list-style-type: none"> <li>• Inform and secure new Equalis Group customers where strategically appropriate.</li> </ul> <p>School Specialty will start this strategy with a marketing campaign centered on the newly awarded contract by:</p> <ul style="list-style-type: none"> <li>• Updating existing School Specialty Equalis Group landing page with new contract information: <a href="https://select.schoolspecialty.com/equalis-group">https://select.schoolspecialty.com/equalis-group</a></li> <li>• Updating existing School Specialty Equalis Group comprehensive brochure and adjacent marketing collateral with new contract information.</li> <li>• Creating new School Specialty Sales Representative email template with Equalis Group contract information that can be utilized by SSL sellers.</li> <li>• Award Announcement Email Campaign <ul style="list-style-type: none"> <li>○ Corresponding email dynamic copy block on existing SSL Audience Emails.</li> </ul> </li> </ul>
<p><b>5.2.3. Sales Objectives.</b> What are your top line sales objectives in each of the five (5) years if awarded this contract?</p>	<p>Once the first year sales volume baseline is established, School Specialty’s top line sales objective would be to increase year over year growth in sales with continued contract utilization.</p>
<p><b>6. ADMIN FEE &amp; REPORTING</b></p>	
<p><b>6.1. Administration Fee &amp; Reporting</b></p>	

<p><b>6.1.1. Administrative Fee.</b> Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members.</p> <p>The administrative fee is normally calculated as a percentage of the total Spend for agencies accessing product and services through the Master Agreement and is typically two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable.</p> <p><b>Please provide your organization's proposed Administrative Fee percentage or structure.</b></p> <p><b>NOTE:</b> The proposed Administrative Fee language for this contract is based on the terms disclosed in the <b><u>Attachment A – Model Administration Agreement.</u></b></p>	
<p><b>6.1.2. Sales &amp; Administrative Fee Reporting.</b> Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15<sup>th</sup> of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.</p>	<p>Yes, School Specialty will provide Equalis Group with the required monthly reports by the established dates with all required information.</p>
<p><b>6.1.3. Self-Audit.</b> Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that you sales organization provides and Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.</p>	<p>Each Member account will have the pricing models loaded on their accounts which ensures we systemically can capture the correct discounts. When either the sales team or quotes team are working on pricing individual requests from the Members, the information is visible for them to review including the pertinent contract information. Each group would also receive training on how to properly price from the contract. As the pricing model are loaded on the individual accounts, our system tracks the correct sales for each order. We have a Corporate Sales Report Team that will run and provide monthly sales reports to CCOG at the required period as established by an agreement. We can also provide Members with their individual sales reports upon request or if they require them at specific times within the year.</p>

## PROPOSAL FORM 2: COST PROPOSAL

A template for the Cost Proposal has been included as **Attachment B** and must be uploaded as a separate attachment to a Respondent's proposal submission. Respondents are permitted to revise any part of the spreadsheet to the Cost Proposal to accurately reflect the column titles, details, discounts, pricing categories of products, services, and solutions being offered to Equalis Group Members.

Respondent's Cost Proposal must include the information requested in **Section 5 – Cost Proposal & Pricing**.

**NOTE:** Cost Proposals will remain sealed and will only be opened and reviewed for those Respondents that meet the minimum Technical Proposal score threshold as described in **Section 6.2 - Evaluation and Scoring of Proposals**.

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## PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

**Diversity Vendor Certification Participation** - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

**a. Minority Women Business Enterprise**

Respondent certifies that this firm is an MWBE:  Yes  No

List certifying agency: [Click or tap here to enter text.](#)

**b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (“DBE”)**

Respondent certifies that this firm is a SBE or DBE:  Yes  No

List certifying agency: [Click or tap here to enter text.](#)

**c. Disabled Veterans Business Enterprise (DVBE)**

Respondent certifies that this firm is an DVBE:  Yes  No

List certifying agency: [Click or tap here to enter text.](#)

**d. Historically Underutilized Businesses (HUB)**

Respondent certifies that this firm is an HUB:  Yes  No

List certifying agency: [Click or tap here to enter text.](#)

**e. Historically Underutilized Business Zone Enterprise (HUBZone)**

Respondent certifies that this firm is an HUBZone:  Yes  No

List certifying agency: [Click or tap here to enter text.](#)

**f. Other**

Respondent certifies that this firm is a recognized diversity certificate holder:  Yes  No

List certifying agency: [Click or tap here to enter text.](#)

**\*Although School Specialty LLC does not hold any of the above listed diversity vendor certifications, we have installation subcontractors that hold various certifications. Please see their individual certificates under the “Proposal Form 4: Certification and Licenses” section within our response.**

## **PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES**

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to provide the products and services included in their proposal which can include, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

Please also list and include copies of any certificates you hold that would show value for your response and was not already included with the requested information above.

Please see attached School Specialty's registrations and certifications along with our installation partners MWBE certificates starting on page number 23.

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## PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

**O.R.C. Chapter 9.24** prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is “unresolved” at the time of award. By submitting a proposal, a Respondent warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under **O.R.C. Chapter 9.24** prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Respondent whose name, or the name of any of the subcontractors proposed by the Respondent, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

- Yes
- No

## PROPOSAL FORM 6: MANDATORY DISCLOSURES

### 1. *Mandatory Contract Performance Disclosure.*

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "**formal claims**" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Respondent from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Respondent's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Respondent's performance of the work, and the best interests of Members.

Provide statement here. No Claims

### 2. *Mandatory Disclosure of Governmental Investigations.*

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Respondents must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Respondent by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Respondent from consideration, such governmental action and a review of the background details may result in a rejection of the Respondent's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Respondent's performance of the work, and the best interests of Members.

Provide statement here. No Investigations

## PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

CCOG allows Suppliers to authorize dealers, distributors, and resellers to sell the products and services made available through, and consistent with the Terms and Conditions set forth in, the Master Agreement. If Supplier intends to authorize their dealers, distributors, or resellers access to the Master Agreement in the event of a contract award Supplier must provide a list, either in the form of a document or a weblink, to identify those organizations who are being authorized access to the Master Agreement.

Will the Supplier authorize dealers, distributors, resellers access to Master Agreement?

**Yes**

**No**

If yes, how will Supplier disclose which organization(s) will have access to the Master Agreement? This list can be updated from time to time upon CCOG's approval.

Respondent Response: Click or tap here to enter text.



## PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Companies responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the statements below. **Failure to provide proper affirming signature on any of these statements will result in a Respondent's proposal being deemed nonresponsive to this RFP.**

I, Leonard Adkins, hereby certify and affirm that School Specialty LLC, has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

**AND**

I, Leonard Adkins, hereby certify and affirm that School Specialty LLC, is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (*as opposed to a record keeping or administrative standard*) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

**AND**

I, , hereby certify and affirm that , is not on the list established by the Ohio Secretary of State, pursuant to **ORC Section 121.23**, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

**AND**

I, , hereby certify and affirm that  either is not subject to a finding for recovery under **ORC Section 9.24**, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

I, , hereby affirm that this proposal accurately represents the capabilities and qualifications of , and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. (*Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.*)

## PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

The Respondent is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Authorized signature: Leonard Adkins

Printed Name: Leonard Adkins

Company Name: School Specialty LLC

Mailing Address: 100 Paragon Parkway, Mansfield, OH 44903

Email Address: bidnotices@schoolspecialty.com

Job Title: Assistant Secretary

## PROPOSAL FORM 10: DEBARMENT NOTICE

I, the Respondent, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Respondents Name:	<u>Leonard Adkins</u>
Mailing Address:	<u>100 Paragon Parkway, Mansfield, OH 44903</u>
Signature	<u><i>Leonard Adkins</i></u>
Title of Signatory:	<u>Assistant Secretary</u>

## PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by **Section 1352, Title 31, U.S. Code**. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Respondent that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature: Leonard Adkins  
Date: 11/7/23

# PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

## 1. *Contractor's Employment Eligibility*

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the CCOG Participating entities in which work is being performed.

## 2. *Fingerprint & Criminal Background Checks*

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Signature: Leonard Adkins  
Date: 11/7/23

## **PROPOSAL FORM 13: BOYCOTT CERTIFICATION**

Respondent must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does Respondent agree? LA

(Initials of Authorized Representative)

## PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements).

All Respondents submitting proposals must complete this Federal Funds Certification Form regarding Respondent’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, respondent should certify their agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a Respondent fails to complete any item in this form, CCOG will consider the Respondent’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

### **1. *Supplier Partner Violation or Breach of Contract Terms***

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Respondent agree? LA  
(Initials of Authorized Representative)

### **2. *Termination for Cause or Convenience***

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Respondent

will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Respondent agree? LA  
(Initials of Authorized Representative)

### **3. Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Respondent agree? LA  
(Initials of Authorized Representative)

### **4. Davis-Bacon Act**

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States". The Act provides that each Supplier Partner or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does Respondent agree? LA  
(Initials of Authorized Representative)



**5. Contract Work Hours and Safety Standards Act**

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does Respondent agree? LA  
(Initials of Authorized Representative)

**6. Right to Inventions Made Under a Contract or Agreement**

If the participating agency’s Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Supplier Partner agrees to comply with the above requirements when applicable.

Does Respondent agree? LA  
(Initials of Authorized Representative)

**7. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$150,000) must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Respondent agree? LA  
(Initials of Authorized Representative)

**8. Debarment and Suspension**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance

with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Respondent agree? LA  
(Initials of Authorized Representative)

### **9. *Byrd Anti-Lobbying Amendment***

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Respondent agree? LA  
(Initials of Authorized Representative)

### **10. *Procurement of Recovered Materials***

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Respondent agree? LA  
(Initials of Authorized Representative)

### **11. *Profit as a Separate Element of Price***

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating

agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner’s Group Purchasing Agreement.

Does Respondent agree? LA  
(Initials of Authorized Representative)

**12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does Respondent agree? LA  
(Initials of Authorized Representative)

**13. Domestic preferences for procurements**

For participating agency purchases utilizing Federal funds, Respondent agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Respondent agree? LA  
(Initials of Authorized Representative)

**14. General Compliance and Cooperation with Members**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Respondent agree? LA  
(Initials of Authorized Representative)

**15. Applicability to Subcontractors**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Respondent agree? LA

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized signature: *Leonard Adkins*

Printed Name: Leonard Adkins

Company Name: School Specialty LLC

Mailing Address: 100 Paragon Parkway, Mansfield, OH 44903

Job Title: Assistant Secretary

# PROPOSAL FORM 15: FEMA FUNDING REQUIREMENTS CERTIFICATION FORMS

***Please answer the following question. If yes, complete this Proposal Form.***

In the event of a contract award, does the Respondent intend to make their products and services available to public agencies utilizing FEMA funds or seeking reimbursement from FEMA?	<input checked="" type="checkbox"/>	Yes
	<input type="checkbox"/>	No

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All bidders submitting proposals who desire to work with Members utilizing FEMA funds must complete this FEMA Recommended Contract Provisions Form regarding bidder’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, Bidder should certify bidder’s agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a Bidder fails to complete any item in this form, CCOG will consider the respondent’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

## **16. Access to Records**

### **For All Procurements**

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Respondent agree? LA  
(Initials of Authorized Representative)

### **For Contracts Entered into After August 1, 2017, Under a Major Disaster or Emergency Declaration**

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.”

Does Respondent agree? LA  
(Initials of Authorized Representative)

**17. Changes**

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? LA  
(Initials of Authorized Representative)

**18. Use of DHS Seal, Logo, and Flags**

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? LA  
(Initials of Authorized Representative)

**19. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding**

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? LA  
(Initials of Authorized Representative)

**20. No Obligation by Federal Government**

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Respondent agree? LA  
(Initials of Authorized Representative)

**21. Program Fraud and False or Fraudulent Statements or Related Acts**

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does Respondent agree? LA  
(Initials of Authorized Representative)

**22. Affirmative Socioeconomic Steps**

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

Does Respondent agree? LA  
(Initials of Authorized Representative)

**23. License and Delivery of Works Subject to Copyright and Data Rights**

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? LA  
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized signature:

Leonard Adkins

Printed Name: Leonard Adkins  
Company Name: School Specialty LLC  
Mailing Address: 100 Paragon Parkway, Mansfield, OH 44903  
Job Title: Assistant Secretary

# PROPOSAL FORM 16: ARIZONA CONTRACTOR REQUIREMENTS

*Please answer the following question. If yes, please complete this Proposal Form.*

Does the awarded supplier intend to make their products and services available to public agencies in the State of Arizona?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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In the event the Awarded Supplier desires to pursue public sector opportunities in the State of Arizona, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the Respondent with documentation that could be relevant to the providing products & services to public agencies in the State of Arizona. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

### **AZ Compliance with Federal and State Requirements**

Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

### **AZ compliance with workforce requirements**

Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "... every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

### **AZ Contractor Employee Work Eligibility**

By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or CCOG members may request verification of compliance from any contractor or sub-contractor performing work under this contract. CCOG and CCOG members reserve the right to confirm compliance. In the event that CCOG or CCOG members suspect or find that any contractor or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

### **AZ Non-Compliance**

All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.



**Registered Sex Offender Restrictions (Arizona)**

For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the CCOG member’s discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Offshore Performance of Work Prohibited**

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

**Terrorism Country Divestments:** In accordance with A.R.S. 35-392, CCOG and CCOG members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Does Respondent agree? LA  
(Initials of Authorized Representative)

Date: 11/7/23

# PROPOSAL FORM 17: NEW JERSEY REQUIREMENTS

*Please answer the following question. If yes, please complete this Proposal Form.*

Does the awarded supplier intend to make their products and services available to public agencies in the State of New Jersey?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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In the event the Awarded Supplier desires to pursue public sector opportunities in the State of New Jersey, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the Respondent with documentation that could be relevant to the providing products & services to public agencies in the State of New Jersey. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

- All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

A. Ownership Disclosure Form (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** School Specialty LLC  
**Street:** 100 Paragon Parkway  
**City, State, Zip Code:** Mansfield, OH 44903

**Complete as appropriate:**

I, [Click or tap here to enter text.](#), certify that I am the sole owner of [Click or tap here to enter text.](#), that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I, [Click or tap here to enter text.](#), a partner in [Click or tap here to enter text.](#), do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

**OR:**

I, Leonard Adkins, an authorized representative School Specialty LLC, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

Name	Address	Interest
SSI Parent LLC	W6316 Design Dr, Greenville, WI 54942	100%

FEIN # 85-2150354

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I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Signature: Leonard Adkins

Date: 11/7/23

B. Non-Collusion Affidavit

Respondent Name: Leonard Adkins

Street Address: 100 Paragon Parkway

City, State Zip: Mansfield, OH 44903

~~State of New Jersey~~ State of Ohio

County of Richland

I, Leonard Adkins of the Mansfield in the County of Richland, State of Ohio of full age, being duly sworn according to law on my oath depose and say that:

I am the Assistant Secretary of the firm of School Specialty LLC the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Authorized signature: Leonard Adkins  
Job Title: Assistant Secretary

Subscribed and sworn before me

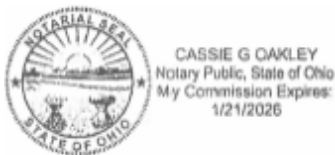
this 7th day of Nov, 2023

Cassie G. Oakley

Notary Public of ~~New Jersey~~ Notary Public of Ohio

My commission expires January 21, 2026

SEAL



C. Affirmative Action Affidavit (P.L. 1975, C.127)

Company Name: School Specialty LLC  
Street Address: 100 Paragon Parkway  
City, State, Zip Code: Mansfield, OH 44903

**Bid Proposal Certification:**

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Suppliers must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval  
OR
2. A photo copy of their Certificate of Employee Information Report  
OR
3. A complete Affirmative Action Employee Information Report (AA302) **Please see attached AA302 Certificate on page # 195.**

**Public Work – Over \$50,000 Total Project Cost:**

No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education

Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Authorized Signature: Leonard Adkins  
Title of Signatory: Assistant Secretary  
Date: 11/7/23

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative

Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

*Leonard Adkins*

Signature of Procurement Agent

D. C. 271 Political Contribution Disclosure Form

**PUBLIC AGENCY INSTRUCTIONS**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 ([https://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at [https://www.state.nj.us/dca/divisions/dlgs/programs/pay\\_2\\_play.html](https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html). They will be updated from time-to-time as necessary.
  - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d) The form may be used “as-is”, subject to edits as described herein.
  - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## CONTRACTOR INSTRUCTIONS

Business entities (contractors) receiving contracts from a public agency in the state of New Jersey that are NOT awarded pursuant to a “fair and open” process (defined at [N.J.S.A. 19:44A-20.7](#)) are subject to the provisions of P.L. 2005, c. 271, s.2 ([N.J.S.A. 19:44A-20.26](#)). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See [N.J.S.A. 19:44A-8](#) and [19:44A-16](#) for more details on reportable contributions.

[N.J.S.A. 19:44A-20.26](#) itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [[N.J.S.A. 19:44A-20.26\(b\)](#)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

**NOTE: This section does not apply to Board of Education contracts.**

<sup>1</sup> [N.J.S.A. 19:44A-3\(s\)](#): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To [N.J.S.A. 19:44A-20.26](#)

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

### Part I – Vendor Information







**List of Agencies with Elected Officials Required for Political Contribution Disclosure**

**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED, CUSTOMIZABLE FORM.**

E. Stockholder Disclosure Certification

**Name of Business:**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

- Partnership
- Corporation
- Sole Proprietorship
- Limited Partnership
- Limited Liability Corporation
- Limited Liability Partnership
- Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name: SSI Parent LLC	Name: Stockholder Name
Home Address: W6316 Design Drive Greenville, WI 54942	Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name

Home Address:  
Home Address

Home Address:  
Home Address

Name: Stockholder Name

Name: Stockholder Name

Home Address:  
Home Address

Home Address:  
Home Address

Subscribed and sworn before me this 7 day of \_\_\_\_\_  
\_\_\_\_November\_\_\_\_\_, 2023 \_\_\_\_.

Leonard Adkins  
(Affiant)

(Notary Public)

**Leonard Adkins, Assistant Secretary**

\_\_\_\_\_  
(Print name & title of affiant)



CASSIE G. OAKLEY  
Notary Public, State of Ohio  
My Commission Expires:  
1/21/2026

My Commission expires: January 21<sup>st</sup>, 2026



(Corporate Seal)

## PROPOSAL FORM 18: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement:

We take no exceptions/deviations to the general terms and conditions.  
*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

[Click or tap here to enter text.](#)

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. CCOG shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

## PROPOSAL FORM 19: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

**Attachment A - Sample Administration Agreement of this solicitation is for reference only. Contracting with Equalis Group and the Winning Supplier will occur after contract award.**

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. **Attachment A - Sample Administration Agreement** defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier.

**Redlined copies of this agreement should not be submitted with the response.**

Should a Respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the Respondent. Respondents must select one of the following options for submitting their response.

- Respondent agrees to all terms and conditions in **Attachment A - Sample Administration Agreement**.
- Respondent wishes to negotiate directly with Equalis Group on terms and conditions in the Sample Administration Agreement. Negotiations will commence after CCOG has completed contract award.

# PROPOSAL FORM 20: MASTER AGREEMENT SIGNATURE FORM

**RESPONDENTS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD.**

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Company Name School Specialty LLC  
Address 100 Paragon Parkway  
City/State/Zip Mansfield, OH 44903  
Phone Number 419-589-1656  
Email Address bidnotices@schoolspecialty.com  
Printed Name Leonard Adkins  
Job Title Assistant Secretary

Authorized Signature *Leonard Adkins*

## Initial Term of the Master Agreement

Contract Effective Date: January 1, 2024

Contract Expiration Date: December 31, 2027

Contract Number: [REDACTED]

*(Note: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)*

The Cooperative Council of Governments, Inc.  
6001 Cochran Road, Suite 333  
Cleveland, Ohio 44139

Equalis Group, LLC.  
5550 Granite Parkway, Suite 298  
Plano, Texas 75024

By: \_\_\_\_\_

Name: Franklyn A. Corlett

As: CCOG Board President

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Eric Merkle

As: EVP, Procurement & Operations

Date: \_\_\_\_\_

# 1.2.1. Financial Strength



Consolidated Financial Statements and  
Report of Independent Certified Public  
Accountants

**SSI Parent, LLC and Subsidiaries**

For the years ended December 31, 2022, and  
December 25, 2021

## Contents

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GRANT THORNTON LLP  
100 E. Wisconsin Ave., Suite 2100  
Milwaukee, WI 53202

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F +1 414 289 9910

## REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Board of Managers  
SSI Parent, LLC

### Opinion

We have audited the consolidated financial statements of SSI Parent, LLC and subsidiaries (the “Company”), which comprise the consolidated balance sheets as of December 31, 2022, and December 25, 2021, and the related consolidated statements of comprehensive income, members’ equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022, and December 25, 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### Basis for opinion

We conducted our audits of the consolidated financial statements in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditor’s Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Responsibilities of management for the financial statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company’s ability to continue as a going concern for one year after the date the financial statements are issued.

**Auditor's responsibilities for the audit of the financial statements**

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.



Milwaukee, Wisconsin  
February 28, 2023

SSI Parent, LLC and its Subsidiaries

CONSOLIDATED BALANCE SHEETS  
(In thousands)

	December 31, 2022	December 25, 2021
<b>ASSETS</b>		
<b>Current assets</b>		
Cash	\$ 4,400	\$ 2,181
Accounts receivable, less allowance for doubtful accounts of \$811 and \$553	103,131	111,035
Inventories, net	115,551	87,700
Prepaid expenses and other current assets	18,665	24,931
	<hr/>	<hr/>
Total current assets	241,747	225,847
Property, plant and equipment, net	21,114	13,925
Goodwill, net	4,279	-
Operating lease right-of-use asset	9,087	11,341
Development costs and other assets, net	7,964	3,962
Deferred taxes long-term	254	384
	<hr/>	<hr/>
Total assets	<u>\$ 284,445</u>	<u>\$ 255,459</u>
<b>LIABILITIES AND MEMBERS' EQUITY</b>		
<b>Current liabilities</b>		
Current maturities of long-term debt	\$ 18,516	\$ 42,005
Current operating lease liability	4,672	4,000
Accounts payable	61,404	41,024
Accrued compensation	17,319	14,346
Contract liabilities	12,266	10,992
Accrued royalties	2,402	2,581
Other accrued liabilities	12,443	16,824
	<hr/>	<hr/>
Total current liabilities	129,022	131,772
Long-term debt less current maturities	112,610	94,237
Long-term operating lease liability	3,833	6,097
Long-term other liabilities	-	118
	<hr/>	<hr/>
Total liabilities	245,465	232,224
<b>Members' equity</b>		
Class A preferred units	25,000	25,000
Class B preferred units	3,851	3,851
Common units	201	201
Accumulated other comprehensive income	(83)	27
Accumulated earnings (deficit)	10,011	(5,844)
	<hr/>	<hr/>
Total members' equity	38,980	23,235
	<hr/>	<hr/>
Total liabilities and members' equity	<u>\$ 284,445</u>	<u>\$ 255,459</u>

The accompanying notes are an integral part of these consolidated financial statements.

**SSI Parent, LLC and its Subsidiaries**

**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
(In thousands)

	<b>For the Fiscal Year Ended December 31, 2022</b>	<b>For the Fiscal Year Ended December 25, 2021</b>
	<u>                    </u>	<u>                    </u>
<b>Revenues</b>	\$ 749,789	\$ 615,759
<b>Cost of revenues</b>	<u>492,811</u>	<u>404,810</u>
Gross profit	256,978	210,949
Selling, general and administrative expenses	<u>215,808</u>	<u>188,126</u>
Operating income	41,170	22,823
<b>Other expense</b>		
Interest expense	<u>13,541</u>	<u>12,234</u>
Income before provision for income taxes	27,629	10,589
Provision for income taxes	<u>261</u>	<u>20</u>
<b>NET INCOME</b>	27,368	10,569
<b>Other comprehensive income</b>		
Foreign currency translation adjustments	<u>(110)</u>	<u>(18)</u>
<b>Total comprehensive income</b>	<u><u>\$ 27,258</u></u>	<u><u>\$ 10,551</u></u>

The accompanying notes are an integral part of these consolidated financial statements.

SSI Parent, LLC and its Subsidiaries

CONSOLIDATED STATEMENTS OF MEMBERS' EQUITY  
(In thousands)

	Common Units	Class A Preferred Units	Class B Preferred Units	Accumulated Earnings (Deficit)	Accumulated Other Comprehensive Income	Total Members' Equity
<b>Balance, December 26, 2020</b>	\$ 201	\$ 25,000	\$ 3,851	\$ (16,413)	\$ 45	\$ 12,684
Net income	-	-	-	10,569	-	10,569
Foreign currency translation adjustment	-	-	-	-	(18)	(18)
<b>Balance, December 25, 2021</b>	201	25,000	3,851	(5,844)	27	23,235
Net income	-	-	-	27,368	-	27,368
Foreign currency translation adjustment	-	-	-	-	(110)	(110)
Distributions to equity holders	-	-	-	(11,513)	-	(11,513)
<b>Balance, December 31, 2022</b>	<u>\$ 201</u>	<u>\$ 25,000</u>	<u>\$ 3,851</u>	<u>\$ 10,011</u>	<u>\$ (83)</u>	<u>\$ 38,980</u>

The accompanying notes are an integral part of these consolidated financial statements.

SSI Parent, LLC and its Subsidiaries

CONSOLIDATED STATEMENTS OF CASH FLOWS  
(In thousands)

	For the Fiscal Year Ended December 31, 2022	For the Fiscal Year Ended December 25, 2021
<b>Cash flows from operating activities:</b>		
Net income	\$ 27,368	\$ 10,569
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and goodwill amortization expense	5,456	2,788
Amortization of development costs	259	61
Unrealized foreign exchange loss	26	2
Amortization of debt fees and other	774	973
Deferred taxes	130	(92)
Loss on disposal of asset	-	5
Non-cash interest expense	-	2,755
Changes in current assets and liabilities:		
Accounts receivable	9,473	(26,896)
Inventories	(24,044)	(15,712)
Prepaid expenses and other current assets	6,285	(5,909)
Accounts payable	17,526	635
Accrued liabilities	(854)	13,163
	<u>42,399</u>	<u>(17,658)</u>
<b>Cash flows from investing activities:</b>		
Additions to property, plant and equipment	(12,362)	(9,884)
Investment in product development costs	(3,861)	(2,722)
Cash paid in acquisitions, net of cash acquired	(5,873)	-
	<u>(22,096)</u>	<u>(12,606)</u>
<b>Cash flows from financing activities:</b>		
Proceeds from bank borrowings	764,071	629,251
Repayment of bank borrowings	(769,463)	(599,194)
Distributions to equity holders	(11,513)	-
Payment of debt fees and other	(933)	(150)
	<u>(17,838)</u>	<u>29,907</u>
Effect of exchange rate changes on cash	(246)	(123)
<b>NET INCREASE (DECREASE) IN CASH</b>	<u>2,219</u>	<u>(480)</u>
<b>Cash, beginning of period</b>	<u>2,181</u>	<u>2,661</u>
<b>Cash, end of period</b>	<u>\$ 4,400</u>	<u>\$ 2,181</u>
<b>Supplemental disclosures of cash flow information:</b>		
Interest paid	\$ 12,767	\$ 8,506
Non-cash investing activity:		
Right-of-use assets acquired through lease liabilities	2,456	-

The accompanying notes are an integral part of these consolidated financial statements.



## SSI Parent, LLC and Subsidiaries

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (in thousands)

For the years ended December 31, 2022, and December 25, 2021

#### NOTE 1 - ORGANIZATION AND BASIS OF PRESENTATION

SSI Parent, LLC and Subsidiaries (the "Company") is a leading provider of supplies, furniture, technology products and curriculum solutions to the education marketplace, with operations in the United States and Canada. The Company primarily serves the pre-kindergarten through twelfth grade ("PreK-12") market, and also sells through non-traditional channels, such as e-commerce in conjunction with e-tail and retail relationships.

The accompanying consolidated financial statements and related notes to consolidated financial statements are prepared in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP"), and include the accounts of SSI Parent, LLC and all of its subsidiaries. All amounts in the accompanying consolidated financial statements and related notes to the consolidated financial statements are expressed in thousands. All inter-company accounts and transactions have been eliminated.

As a Delaware Limited Liability Company ("LLC"), the members' liability is limited as set forth in the Delaware LLC Act ("Act") and other applicable law. If a member receives a distribution or the return, in whole or in part, of its capital contribution, it will be liable to the Company only to the extent provided by the Act. The member shall not be required to make any further or additional contribution to the Company or to lend or advance funds to the Company for any purpose.

#### NOTE 2 - BUSINESS COMBINATION

On October 6, 2022, School Specialty, LLC ("SSL"), a wholly-owned subsidiary of the Company, acquired substantially all of the assets and liabilities of SchoolKidz.com, LLC ("Schoolkidz") pursuant to the terms of an Asset Purchase Agreement ("Purchase Agreement") dated October 6, 2022. The Purchase Agreement was by and among SSL, Schoolkidz, Skyview Capital, LLC (as a guarantor), Skyview Capital Investment, LLC (as a guarantor) and Skyview Capital Executive Investments, LLC (as a guarantor). SSL acquired substantially all of the assets of Schoolkidz for \$5,873 plus assumed liabilities. At closing, the cash purchase price of \$5,873 was paid using proceeds from the Company's asset-based Credit Facility ("ABL") (See Note 6- Debt). The acquisition of Schoolkidz enables the Company to significantly expand its support of students and educators through the parent market with back-to-school kits. The acquisition also enables the Company to make the Schoolkidz brand of education and wellness kits more accessible to school children throughout the nation.

The Company evaluated the terms of the transaction under Financial Accounting Standards Board ("FASB") Accounting Codification Standard ("ASC") Topic 805, *Business Combinations*, and determined that the transaction should be accounted as a business combination. The carrying value of accounts receivable, inventories, prepaids, system technologies and assumed liabilities approximated fair value as of the date of acquisition. The excess of purchase price over the fair value of the net assets of \$4,389 was recorded as goodwill on the Company's opening balance sheet. The Company adopted the accounting alternatives per Accounting Standards Update ("ASU") No. 2014 - 02, *Intangibles - Goodwill and Other (Topic 350)* and ASU No. 2014 -18, *Business Combinations (Topic 805)*, in accounting for goodwill and intangible assets (See Note 4- Goodwill).

SSI Parent, LLC and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED  
(in thousands)

For the years ended December 31, 2022, and December 25, 2021

The table below summarizes the fair value of the \$5,873 net assets acquired.

Accounts receivable	\$	1,445
Other receivables		141
Inventories		3,807
Prepays		26
System Technologies		174
Goodwill		4,389
		<hr/>
Total assets	\$	9,982
		<hr/>
Accounts payable	\$	2,954
Customer rebates		952
Other accrued expenses		88
Accrued payroll		115
		<hr/>
Total liabilities	\$	4,109
		<hr/>

**NOTE 3 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

***Use of Estimates***

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

***Definition of Fiscal Year***

The Company's fiscal year ends on the last Saturday in December in each year. The periods covered by these consolidated financial statements and related notes to the consolidated financial statements are December 26, 2021 through December 31, 2022 and December 27, 2020 through December 25, 2021. As used in these consolidated financial statements and related notes to the consolidated financial statements, "fiscal 2022" and "fiscal 2021" refers to these periods, respectively.

***Accounts Receivable***

Accounts receivable are recorded at the invoiced amount. Trade credit is generally extended on a short-term basis. Thus, trade receivables do not bear interest. The allowance for doubtful accounts reflects management's estimates of inherent credit risks based upon the past experience of the Company and evaluation of the underlying credit risks.

Changes in the estimated collectability of trade receivables are recorded in the results of operations from the period in which the estimate is revised. Trade receivables that are deemed uncollectible are offset against the allowance for doubtful accounts. The Company had write-offs of \$703 and \$1,451 for fiscal 2022 and fiscal 2021, respectively. The Company does not have any off-balance-sheet credit exposure related to its customers.

## SSI Parent, LLC and Subsidiaries

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED (in thousands)

For the years ended December 31, 2022, and December 25, 2021

#### ***Inventories***

Inventories, which consist primarily of products held for sale, are stated at the lower of cost or net realizable value on a first-in, first-out basis in accordance with FASB ASC Topic 330, *Inventories*. The Company regularly reviews the components of inventory and establishes reserves for excess and obsolete inventory. Excess and obsolete inventory reserves recorded were \$7,731 and \$7,632 as of December 31, 2022, and December 25, 2021, respectively.

#### ***Property, Plant and Equipment***

Property, plant and equipment are stated at cost. Additions and improvements are capitalized, whereas maintenance and repairs are expensed as incurred. Depreciation and amortization of property, plant and equipment is calculated using the straight-line method over the estimated useful lives of the respective assets. The estimated useful lives range from one to 15 years.

#### ***Goodwill***

Goodwill represents the combination of the excess of purchase price over the fair value of net assets acquired in business combinations (see Note 2 - Business Combination) accounted for under the purchase method. The Company has made an accounting policy election to apply the private company accounting alternative for amortizing goodwill over 10 years on a straight-line basis and to test goodwill for impairment at the entity level at period-end when triggering events indicate the potential for impairment. Goodwill is considered impaired to the extent it has been determined that the carrying value is not recoverable and is in excess of its fair value. No triggering events were identified during fiscal 2022 or fiscal 2021. The Company recorded a goodwill balance of \$4,279 and zero as of December 31, 2022, and December 25, 2021, respectively.

#### ***Impairment of Long-Lived Assets***

As required by FASB ASC Topic 360, *Property, Plant, and Equipment*, the Company reviews property, plant and equipment and definite-lived development costs for impairment if events or circumstances indicate an asset might be impaired. The Company assesses impairment and writes down to fair value long-lived assets when facts and circumstances indicate that the carrying value may not be recoverable through future undiscounted cash flows. The analysis of recoverability is based on management's assumptions, including future revenue and cash flow projections. There were no impairment charges recorded in fiscal 2022 and fiscal 2021.

#### ***Development Costs***

Development costs represent external and internal costs incurred in the development of a master copy of a book, workbook, video or other supplemental educational materials and products. The Company capitalizes development costs and amortizes these costs into costs of revenues over the lesser of five years or the product's life cycle in amounts proportionate to expected revenues. As of December 31, 2022, and December 25, 2021, net development costs totaled \$6,702 and \$3,100, respectively, and are included as a component of development costs and other assets, net, in the consolidated balance sheets. The Company recognized \$259 and \$61 of amortization of development costs in fiscal 2022 and fiscal 2021, respectively.

#### ***Fair Value Measurement***

The Company utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible. The carrying amounts at face value or cost-plus accrued interest of cash and cash equivalents, accounts receivable, other receivables, prepaid expenses, accounts

## SSI Parent, LLC and Subsidiaries

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED (in thousands)

For the years ended December 31, 2022, and December 25, 2021

payable, and accrued expenses approximate fair value because of the short maturity of these instruments. The carrying value of long-term debt, including the current portions, approximates fair value as the related interest rates are similar to the current market interest rates available to the Company.

#### **Revenue Recognition**

The Company accounts for revenue arising from contracts with customers in accordance with FASB ASC Topic 606 ("ASC 606"), *Revenue from Contracts with Customers*. Under ASC 606, the Company recognizes revenue when its customer obtains control of promised goods or services, in an amount that reflects the consideration which the Company expects to receive in exchange for those goods or services. The Company applies the five-step model included in ASC 606 in order to determine the appropriate amount of revenue to be recognized as it fulfills its obligations under each of its contracts. At contract inception, once the contract is determined to be within the scope of ASC 606, the Company assesses the goods or services promised within each contract and determines those that are performance obligations and assesses whether each promised good or service is distinct.

Revenue for products associated with shipments from the Company's fulfillment centers or drop-ship orders fulfilled directly by the Company's vendors is recognized and the customer is invoiced when the control of the product transfers to the customer, which is generally when the product is shipped. Certain customer contracts result in the transfer of control upon receipt. In these cases, the Company will recognize the revenue upon customer receipt.

Revenue for certain equipment and project furniture orders has two performance obligations within the project revenue stream: a) the delivery of equipment or furniture and b) the installation of the equipment or the furniture. For equipment or furniture associated with projects, the Company determined that control of the equipment or furniture was transferred to the customer upon delivery to the customer site as the customer is in possession of the product at that time. Thus, the revenue attributable to the performance obligation associated with the delivery of the equipment or furniture is recognized upon delivery. The revenue attributable to installation is recognized over time during the installation process based on costs incurred relative to total expected installation costs. Under the contract terms, the customer is not billed for the equipment, furniture, or installation until both performance obligations have been satisfied. The Company allocates revenues to these two performance obligations using a cost-plus margin approach, whereby gross margins are consistent for each component.

Professional development or training days are provided to customers that order certain curriculum products of the Company, the most prominent of which is the FOSS product line. The Company bills for these training days at the same time the customer is billed for the product based on the stand-alone selling price. The Company defers revenue associated with providing training days and recognizes the cost associated with providing the training when the costs are incurred. These contract liabilities represent the remaining performance obligations, which are fulfilled upon delivery of the professional development days. The balance in contract liabilities relating to the professional development or training days was \$1,565 and \$1,293 as of December 31, 2022, and December 25, 2021, respectively.

The Company sells software subscriptions for certain of its curriculum product offerings. These subscriptions typically provide customers access to digital content for twelve months. The Company recognizes the subscription revenue straight-line over the life of the subscription agreement. The balance in contract liabilities relating to the subscriptions was \$3,059 and \$2,545 as of December 31, 2022, and December 25, 2021, respectively.

The Company also sells kits that contain living materials components. The kits are provided to customers and paid in full at the time of sale, with the living material component to be delivered at a later date at the request of the customer. The Company also provides refills for certain portion of kits upon customer request.

## SSI Parent, LLC and Subsidiaries

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED (in thousands)

For the years ended December 31, 2022, and December 25, 2021

Revenue associated with the living materials component is deferred at the point of sale based on list price. Kit refills are deferred upon receipt based on the amount of the advanced payment. The balance in contract liabilities related to living materials and refills was \$2,954 and \$3,649 as of December 31, 2022, and December 25, 2021, respectively.

The Company typically does not have contracts with significant financing components as payment terms are generally established to be 30 days from the shipment date and payments are generally received within 60 days from the time of completion of the performance obligations. The Company generally determines standalone selling prices based on the prices charged to customers for all material performance obligations.

The Company provides its customers an implicit right of return for full or partial refund. Amounts billed to customers for shipping and handling are included in revenues when control of the goods and services transfers to the customer. Shipping and handling is arranged with third-party carriers in connection with delivering goods to customers. Amounts billed to customers for sales tax are not included in revenues. Cost incurred to obtain contracts are settled within 12 months of contract inception and are expensed as incurred.

Variable consideration is accounted for as a sales adjustment. Examples of variable consideration that affect the Company's reported revenue include implicit rights of return and trade promotions. Implicit rights of return are typically contractually limited, amounts are estimable based upon historic return levels, and the Company records provisions for anticipated returns at the time revenue is recognized. Trade promotions are offered to cooperatives and end users through various programs, generally with terms of one year or less. Such promotions typically involve rebates based on annual purchases. Payment of incentives generally take the form of cash and are paid according to the terms of the related agreement, typically within a year. Rebates are accrued as sales occur based on the program rebate rates. The accrued rebates balance in contract liabilities was \$4,688 and \$3,505 as of December 31, 2022, and December 25, 2021, respectively.

At the beginning of fiscal 2022 and 2021, the Company's opening contract asset balance was \$2,289 and \$1,533 and the opening contract liability balance was \$10,992 and \$6,726, respectively. At the end of fiscal 2022 and 2021, the Company's closing contract asset balance was \$3,345 and \$2,289 and the closing contract liability balance was \$12,266 and \$10,992, respectively. The contract asset balance is recorded in prepaid expenses and other current assets on the consolidated balance sheet.

In fiscal 2022 and 2021, the Company recognized revenue of \$689,850 and \$547,199 for performance obligations satisfied at a point in time and \$59,939 and \$68,560 for performance obligations satisfied over time.

#### **Concentration of Credit Risks**

The Company maintains deposits in financial institutions that consistently exceed the Federal Deposit Insurance Corporation ("FDIC") limit. The Company has not experienced any credit-related losses in such accounts and management believes it is not exposed to significant credit risk. The Company grants credit to customers in the ordinary course of business. The majority of the Company's customers are school districts and schools. Concentration of credit risk with respect to trade receivables is limited due to the significant number of customers and their geographic dispersion. During fiscal 2022, no customer represented more than 10% of revenues or accounts receivable.

#### **Leases**

The Company accounts for leases in accordance with FASB ASC Topic 842, *Leases*, which requires lessees to recognize the assets and liabilities arising from leases on the balance sheet. Lease assets and lease liabilities are recognized at the commencement of an arrangement where it is determined at inception

SSI Parent, LLC and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED  
(in thousands)

For the years ended December 31, 2022, and December 25, 2021

that a lease exists. Lease assets represent the right to use an underlying asset for the lease term, and lease liabilities represent the obligation to make lease payments arising from the lease. These assets and liabilities are initially recognized based on the present value of lease payments over the lease term calculated using the Company's implied effective lease rate.

The Company leases certain distribution centers, office space, and equipment. At lease inception, the Company determined the lease term by assuming the exercise of those renewal options that are reasonably assured. Leases with an initial term of 12 months or less are not recorded in the consolidated balance sheets and the Company recognizes lease expense for these leases on a straight-line basis over the lease term and includes the lease expense in selling, general and administrative expense. The Company's leased equipment is immaterial and was not recorded on the consolidated balance sheets and is expensed as incurred. The Company recognized \$1,277 of lease expense for leases with an initial term of 12 months or less. Our lease agreements do not contain any material residual value guarantees or material restrictive covenants. The Company's variable lease payments are not tied to a rate or index. Rather, expense is recorded based on usage of the underlying leased asset during the period.

When determining the present value of lease payments, the Company uses the incremental borrowing rate based upon the internal rate of return of the Company's five-year term loan reduced, where necessary, based upon the difference in term between the term loan and lease. Lease assets also include any upfront lease payments made and exclude lease incentives.

As of December 31, 2022, future maturities of operating lease liabilities were as follows:

Fiscal 2023	\$	5,245
Fiscal 2024		2,327
Fiscal 2025		1,658
Fiscal 2026		111
Fiscal 2027		95
Thereafter		-
Total lease payments		9,436
Present value adjustment		(931)
Operating lease liabilities	\$	<u>8,505</u>

As of December 31, 2022 and December 25, 2021, our operating leases had a weighted-average remaining lease term of 26 months and 31 months, respectively, and a weighted-average discount rate of 9.15% and 9.21%, respectively. Cash paid for amounts included in the measurement of operating lease liabilities was \$4,884 and \$5,100 for fiscal 2022 and 2021, respectively. The Company recognized \$5,246 and \$5,250 of operating lease expense in fiscal 2022 and 2021, respectively.

**Vendor Rebates**

The Company receives reimbursements from vendors (vendor rebates) based on annual purchased volume of products from its respective vendors. The Company's vendor rebates are earned based on pre-determined percentage rebates on the purchased volume of products within a calendar year. The majority of the rebates are not based on minimum purchases or milestones, and therefore the Company recognizes the rebates on an accrual basis and reduces cost of revenues over the estimated period the related products are sold. Vendor rebates receivable recorded in prepaid expenses and other current assets on the consolidated balance sheets as of December 31, 2022, and December 25, 2021, were \$4,661 and \$2,712, respectively.

## SSI Parent, LLC and Subsidiaries

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED (in thousands)

For the years ended December 31, 2022, and December 25, 2021

#### **Foreign Currency Translation**

The financial statements of foreign subsidiaries have been translated into U.S. dollars in accordance with FASB ASC Topic 830, *Foreign Currency Matters*. All consolidated balance sheet accounts have been translated using the exchange rates in effect at the balance sheet date. Amounts in the consolidated statements of comprehensive income have been translated using the weighted average exchange rate for the reporting period. Resulting translation adjustments are included in foreign currency translation adjustment within other comprehensive income.

#### **Costs of Revenues and Selling, General and Administrative Expenses**

The following table illustrates the primary costs classified in Cost of Revenues and Selling, General and Administrative Expenses:

<u>Cost of Revenues</u>	<u>Selling, General and Administrative Expenses</u>
Direct costs of merchandise sold, net of vendor rebates other than the reimbursement of specific, incremental and identifiable costs, and net of early payment discounts.	Compensation and benefit costs for all selling (including commissions), marketing, customer care and fulfillment center operations (which include the pick, pack and shipping functions), and other general administrative functions such as finance, human resources and information technology.
Amortization of product development costs and certain depreciation.	Occupancy and operating costs for our fulfillment centers and office operations.
Freight expenses associated with receiving merchandise from our vendors to our fulfillment centers.	Freight expenses associated with moving our merchandise from our fulfillment centers to our customers.
Freight expenses associated with merchandise shipped from our vendors directly to our customers.	Catalog expenses, offset by vendor payments or reimbursement of specific, incremental and identifiable costs.
	Depreciation and intangible asset amortization expense, other than amortization of product development costs.

The classification of these expenses varies across the distribution industry. As a result, the Company's gross margin may not be comparable to other retailers or distributors.

#### **Recent Accounting Pronouncements**

In June 2016, the FASB issued ASU No. 2016-13, *Financial Instruments-Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, ("ASU 2016-13"), which amends the impairment model by requiring entities to use a forward-looking approach based on expected losses to estimate credit losses on certain types of financial instruments, which include trade and other receivables, loans and held-to-maturity debt securities, to record an allowance for credit risk based on expected losses rather than incurred losses, otherwise known as "CECL." In addition, this guidance changes the recognition for credit losses on available-for-sale debt securities, which can occur as a result of market and credit risk and requires additional disclosures. On November 15, 2019, the FASB issued ASU No. 2019-10, *Financial Instruments-Credit Losses (Topic 326), Derivatives and Hedging (Topic 815), and Leases (Topic 842)*, ("ASU 2019-10"), which provides framework to stagger effective dates for future major accounting standards and amends the effective dates for certain major new accounting standards to give implementation relief to certain types of entities. ASU 2019-10 is effective for fiscal years beginning after

**SSI Parent, LLC and Subsidiaries**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**  
(in thousands)

**For the years ended December 31, 2022, and December 25, 2021**

December 15, 2022, and interim periods within those years. The Company is evaluating the level of impact adopting ASU 2016-13 will have on the Company's consolidated financial statements.

**NOTE 4 - GOODWILL**

At December 31, 2022, goodwill was \$4,279, net of accumulated amortization of \$110. Goodwill amortization expense was \$110 for fiscal 2022. There was no goodwill or accumulated amortization as of December 25, 2021, and no amortization expense recorded for fiscal 2021. Goodwill amortization expense is anticipated to be \$440 for each of the next nine years.

	December 31, 2022	December 25, 2021
Goodwill	\$ 4,279	\$ -

**NOTE 5 - PROPERTY, PLANT AND EQUIPMENT**

Property, plant and equipment consisted of the following:

	December 31, 2022	December 25, 2021
Projects in progress	\$ 5,231	\$ 2,647
Buildings and leasehold improvements (1-15 years)	127	127
Furniture, fixtures and other (1-7 years)	19,908	10,848
Machinery and warehouse equipment (1-12 years)	4,420	3,530
Total property, plant and equipment	29,686	17,152
Less: accumulated depreciation and amortization	(8,572)	(3,227)
Net property, plant and equipment	\$ 21,114	\$ 13,925

Depreciation and amortization expense for fiscal 2022 and 2021 was \$5,346 and \$2,788, respectively.

**NOTE 6 - DEBT**

Long-term debt consisted of the following:

	December 31, 2022	December 25, 2021
ABL Facility, maturing in 2026	\$ 16,616	\$ 41,605
Term Loan A, maturing in 2026	20,000	-
Term Loan B, maturing in 2026	95,332	95,736
Unamortized Term Loan debt issuance costs	(822)	(1,099)
Total debt	131,126	136,242
Less: current maturities	(18,516)	(42,005)
Total long-term debt	\$ 112,610	\$ 94,237



## SSI Parent, LLC and Subsidiaries

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED (in thousands)

For the years ended December 31, 2022, and December 25, 2021

#### **ABL and Term Loan A**

On December 29, 2022, the Company entered into an Amended and Restated Revolving Credit, Term Loan and Security Agreement (“Combined ABL and Term Loan A Agreement”) by and among the Company, its subsidiaries as guarantors and PNC Bank, National Association (the “Asset-Based Lender” and “Term Loan A Lender”), as the Agent. The Combined ABL and Term Loan A Agreement supersedes the amended Asset-Based Loan and Security Agreement (“Former ABL”).

The Combined ABL and Term Loan A Agreement provides for both an asset-based loan (“ABL Facility”) and term loan (“Term Loan A Facility”).

Under the ABL Facility, the Asset-Based Lender agreed to provide a revolving senior secured asset-based credit facility in an aggregate principal amount of up to \$135,000 (“Maximum Revolver Amount”). The Maximum Revolver Amount will change seasonally as follows: (a) \$135,000 in the months of April through December; and (b) \$90,000 in the months of January through March.

Outstanding amounts under the ABL Facility will bear interest at a rate per annum equal to, at the Company’s election: (1) a base rate (equal to the greatest of (a) the prime lending rate as determined by the Agent, (b) the Overnight Bank Funding rate plus 0.50%, and (c) the one-month SOFR rate) (the “Base Rate”) plus an applicable margin (equal to a specified margin based on the interest rate elected by the Company, the fixed charge coverage ratio under the ABL Facility and the applicable point in the life of the ABL Facility (the “Applicable Margin”), or (2) a SOFR rate plus the Applicable Margin (the “SOFR Rate”). Interest on loans under the ABL Facility bearing interest based upon the Base Rate will be due monthly in arrears, and interest on loans bearing interest based upon the LIBOR Rate will be due on the last day of each relevant interest period or, if sooner, on the respective dates that fall every three months after the beginning of such interest period.

The ABL Facility and Term Loan A Facility are secured by a first priority security interest in substantially all assets of the Company and the subsidiary borrowers. Under an intercreditor agreement (the “New Intercreditor Agreement”) between the Term Loan B Lenders and the ABL and Term Loan A Lenders, the ABL and Term Loan A Lenders have a first priority security interest in substantially all assets of the Company and the subsidiary borrowers.

The effective interest rate under the ABL Facility for the year ended December 31, 2022, and December 25, 2021, was 5.04% and 6.68%, which includes interest on borrowings of \$2,718 and \$2,171, amortization of loan origination fees of \$498 and \$712 and commitment fees on unborrowed funds of \$100 and \$232, respectively.

Interest under Term Loan A was \$15 for the period ended December 31, 2022, with an effective interest rate of 9.17%.

The Company may prepay advances under the ABL Facility in whole or in part at any time without penalty or premium. The Company will be required to make specified prepayments upon the occurrence of certain events, including: (1) the amount outstanding on the ABL Facility exceeding the Borrowing Base (as determined in accordance with the terms of the ABL Facility), and (2) the Company’s receipt of net cash proceeds of any sale or disposition of assets that are first priority collateral for the ABL Facility.

Term Loan A provides for mandatory quarterly principal payments of \$500 beginning April 2023. In addition, Term Loan A provides for annual excess cash flow principal repayments. Any voluntary prepayments through the first anniversary date of Term Loan will have a 1% prepayment penalty and zero prepayment penalty thereafter.

## SSI Parent, LLC and Subsidiaries

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED (in thousands)

For the years ended December 31, 2022, and December 25, 2021

The ABL and Term Loan A contain customary events of default and financial, affirmative and negative covenants, including but not limited to a springing financial covenant relating to the Company's fixed charge coverage ratio, leverage ratio and restrictions on indebtedness, liens, investments, asset dispositions and dividends and other restricted payments. In addition, on an annual basis, the ABL Facility requires the maximum principal balance of the ABL Facility to be an amount equal to \$50,000 or less for a period of twenty consecutive calendar days during a period beginning on the fifteenth day of December and ending on the fifteenth day of February of the following fiscal year. The Company was in compliance with these covenants during fiscal 2022 and fiscal 2021.

The ABL and Term Loan A both mature on December 29, 2026.

As of December 31, 2022, the outstanding borrowings on the ABL Facility were \$16,616, all of which were classified as current maturities of long-term debt in the accompanying consolidated balance sheets.

As of December 31, 2022, the outstanding borrowings on Term Loan A were \$20,000, with \$1,500 of this amount classified as current maturities of long-term debt and the remainder classified as long-term debt in the accompanying consolidated balance sheets.

#### **Term Loan B**

On September 15, 2020, the Company entered into a term loan credit and security agreement (the "Term Loan Agreement") among the Company, as borrower, certain of its subsidiaries, as guarantors, the financial parties party thereto, as lenders (the "Term Loan Lenders") and TCW Asset Management Company LLC, as the agent.

Under the Term Loan Agreement, the Term Loan Lenders agreed to make a term loan ("Closing Date Term Loan") to the Company in aggregate principal amount of \$92,023.

On December 29, 2022, the Company entered into Amended and Restated Term Loan Credit and Security Agreement ("Term Loan B Agreement") among the Company, as borrowers, certain of its subsidiaries, as guarantors, the financial parties party thereto, all lenders (the "Term Loan B Lenders") and TCW Asset Management Company LLC, as the Agent. On the amendment and restatement date, the existing Closing Date Term Loan balance of \$95,432 was continued for all purposes of Term Loan B Agreement as a term loan made by the Term Loan B Lenders.

At the Company's option, the Term Loan B interest rate will be either the prime rate or the SOFR rate (with a SOFR floor of 1.25%), plus an applicable margin. The Company may specify the interest rate period of one, three or six months for interest on loans under the Term Loan Agreement bearing interest based on the SOFR rate. From the inception of the Term Loan Agreement through the first anniversary date, paid-in-kind ("PIK") interest accrued at a rate of 4.00% per year. The PIK interest accrued during the first year of the Term Loan will be added to the outstanding principal balance of the loan.

The Term Loan B matures on September 29, 2026. The Term Loan B requires scheduled quarterly principal payments of \$100, which commenced on December 25, 2021, and continue through the maturity date. In addition to scheduled quarterly principal repayments, the New Term Loan Agreement requires prepayments at specified levels upon the Company's receipt of net proceeds from certain events, including but not limited to certain asset dispositions, extraordinary receipts, and the issuance or sale of any indebtedness or equity interests (other than permitted issuances or sales). The Company is also permitted to voluntarily prepay the Term Loan B in whole or in part.

## SSI Parent, LLC and Subsidiaries

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED (in thousands)

For the years ended December 31, 2022, and December 25, 2021

The Term Loan B Agreement contains customary events of default and financial, affirmative and negative covenants, including but not limited to limits on capital expenditures in any fiscal year. The Company was in compliance with these covenants during fiscal 2022.

Pursuant to Term Loan B Agreement, the Term Loan is secured by a first priority security interest in substantially all assets of the Company and the subsidiary guarantors. Under an intercreditor agreement (the "New Intercreditor Agreement") between the Term Loan B Lenders and the ABL and Term Loan A Lenders, the Term Loan B Lenders have a second priority security interest in substantially all assets of the Company and the subsidiary guarantors, subordinate only to the first priority security interest of the ABL and Term Loan A Lenders in such assets.

The effective interest rate under the Term Loan for the years ended December 31, 2022, and December 25, 2021, was 10.37% and 9.52%, which includes interest on borrowings of \$9,939 and \$6,103, PIK interest of \$0 and \$2,755 and amortization of loan origination fees of \$277 and \$261, respectively. As of December 31, 2022, the outstanding balance on the Term Loan Credit Agreement was \$95,332, of which \$400 is classified as short-term debt and \$94,932 is classified as long-term debt in the accompanying consolidated balance sheets.

The following table summarizes our contractual debt obligations as of December 31, 2022:

	Payments Due (in thousands)				
	Total	Less than 1 year	1 - 3 years	4 - 5 years	More than 5 years
Long-term debt obligations	\$ 131,948	\$ 18,516	\$ 4,800	\$ 108,632	\$ -

#### NOTE 7 - INCOME TAXES

For income tax purposes, the Company and its U.S. subsidiaries are treated as pass-through entities, and any income, losses or tax credits generated in the period by these entities are passed through to the members of the Company. The Company may make distributions to its members during the year to cover the taxes owed at the member level. During fiscal 2022, \$11,513 of tax-related distributions were made. No tax-related distributions were made during fiscal 2021.

The Company's Canadian subsidiary is not treated as a pass-through entity. As such, any income tax expense or benefit, income tax accruals and deferred tax items related to the Canadian operations are reflected on the Company's consolidated financial statements. As of December 31, 2022, and December 25, 2021, the Company had deferred tax assets of \$254 and \$384, respectively, which related primarily to the Canadian net operating loss carryforwards. The Company's tax provision for the periods ended December 31, 2022, and December 25, 2021, was \$261 and \$20, respectively. The Company's tax provision reflects taxes that relate to its Canadian operations and U.S. state tax obligations for states which tax pass-through entities.

As of December 31, 2022 and December 25, 2021, the Company's liability for uncertain tax positions was zero.

#### NOTE 8 - EMPLOYEE BENEFIT PLANS

The Company sponsors the School Specialty, LLC 401(k) Plan (the "401(k) Plan"), which allows employee contributions in accordance with Section 401(k) of the Internal Revenue Code. The Company has the discretion to match a portion of employee contributions and virtually all full-time employees are eligible to

## SSI Parent, LLC and Subsidiaries

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED (in thousands)

For the years ended December 31, 2022, and December 25, 2021

participate in the 401(k) Plan after 90 days of service. The amount of the Company's 401(k) match in fiscal 2022 and fiscal 2021 was \$1,045 and \$894, respectively.

#### NOTE 9 - MEMBERS' EQUITY

Membership interests in the Company are represented by the following series: common units, Class A preferred units and Class B preferred units.

Each class of units is redeemable upon a liquidity event, as defined, or otherwise when and as determined by the members, out of funds of the Company legally available, net of any reserves. Upon liquidation, Class A preferred units have the first priority with respect to distributions with the Class B preferred units having the second priority and finally the common units. For purposes of allocating ongoing income and losses, Class A preferred units, Class B preferred units, and common units receive income and loss allocations in accordance with the operating agreement with separate capital account balances maintained by the Company. As of December 31, 2022 and December 25, 2021, the Company had the following units authorized, issued, and outstanding: 2,500 Class A units, 3,851 Class B units, and 300 common units.

There are no stated dividends on preferred A stock units or preferred B stock units.

#### NOTE 10 - RELATED PARTY TRANSACTIONS

The holders of the Company's Term Loan B also hold 100% of the Company's common units, preferred A units and preferred B units.

#### NOTE 11 - COMMITMENTS AND CONTINGENCIES

From time to time, the Company is involved in various claims and legal actions arising in the ordinary course of business. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on the Company's consolidated financial position, results of operations or liquidity.

As of December 31, 2022, and December 25, 2021, the Company had undrawn letters of credit of \$837 for both periods.

#### NOTE 12 - SUBSEQUENT EVENTS

The Company evaluated its December 31, 2022 consolidated financial statements for subsequent events through February 28, 2023, the date the consolidated financial statements were available to be issued. The Company is not aware of any subsequent events which would require recognition or disclosure in the consolidated financial statements, except as follows:

On January 19, 2023, the Company completed the acquisition of 100% of the membership interest in FlagHouse LLC ("FlagHouse") pursuant to the terms of a Membership Interest Purchase Agreement (the "Purchase Agreement") dated January 6, 2023, by and among SSL, FlagHouse LLC, FlagHouse, Inc., George Carmel, and Doug Carmel for \$13,627 plus the assumption of certain liabilities. FlagHouse is a global distributor of equipment and programs serving physical education and special needs therapy customers. At closing, \$11,092 of the total purchase price was paid using the Company's ABL. The acquisition expands the Company's product portfolio and customer base, particularly in the Canadian market. The remaining purchase price in excess of cash paid at closing consists of the discounted fair value of the contingent portion of the purchase price. The contingent portion of the purchase price is up to

**SSI Parent, LLC and Subsidiaries**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONTINUED**  
**(in thousands)**

**For the years ended December 31, 2022, and December 25, 2021**

2.2% of the revenues of certain physical education and special needs products over the two-year period. Any contingent consideration is scheduled to be paid within 30 days of the end of each of fiscal 2023 and fiscal 2024. The maximum present value of the contingent portion of the purchase price is \$2,535. The Company will account for this acquisition as a business combination in accordance with ASC 805. As of the date of these financial statements, the Company's accounting for the purchase, including the purchase price allocation, was not complete.

On February 24, 2023, the Company completed the sale of assets associated with its Reading product category pursuant to the terms of an Asset Purchase Agreement ("APA") dated February 24, 2023, by and among SSL, SSI Parent, LLC, School Specialty Canada, Ltd, SSI Canada, Inc. and EPS Operations, LLC for \$199,362 plus the assumption of certain liabilities. At closing, the Company used \$20,331 of proceeds to repay the outstanding principal, accrued interest and prepayment penalties of Term Loan A, \$54,924 of proceeds to repay the outstanding principal and interest of the ABL, and \$2,762 of transaction expenses. The Reading product category represented approximately \$58,900 of consolidated revenues and approximately \$29,000 of consolidated operating income in fiscal 2022. As of the date of these financial statements, the Company's accounting for the asset sale was not complete.

# 1.3.7 and Proposal Form 4: Certifications and Licenses Sections

## UNIFORM SALES & USE TAX EXEMPTION/RESALE CERTIFICATE — MULTIJURISDICTION

The below-listed states have indicated that this certificate is acceptable as a resale/exemption certificate for sales and use tax, subject to the notes on pages 2–4. The issuer and the recipient have the responsibility to determine the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: \_\_\_\_\_

Address: \_\_\_\_\_

I certify that:

Name of Firm (Buyer): SCHOOL SPECIALTY LLC  
 Address: W6316 DESIGN DR  
GREENVILLE, WI 54942  
 \_\_\_\_\_  
 \_\_\_\_\_

is engaged as a registered

- Wholesaler  
 Retailer  
 Manufacturer  
 Seller (California)  
 Lessor (see notes on pages 2–4)  
 Other (Specify) \_\_\_\_\_

and is registered with the below-listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, or ingredients or components of a new product or service to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) selling (California) the following:

Description of Business: WHOLESALE & RETAIL SALES OF EDUCATION SUPPLIES AND FURNITURE

General description of tangible property or taxable services to be purchased from the Seller: SCHOOL SUPPLIES & FURNITURE

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL <sup>1</sup>	SLU-R010819440	MO <sup>16</sup>	26359146
AR	54524908-001	NE <sup>16</sup>	14026546
AZ <sup>2</sup>	21371112	NV	1042241228
CA <sup>3</sup>	219-379264	NJ	852-162-864/000
CO <sup>4</sup>	94564141	NM <sup>4,17</sup>	03-533970-00-5
CT <sup>5</sup>	81983116-001	NC <sup>18</sup>	601312858
FL <sup>6</sup>	78-8012369911-1	ND	357428
GA <sup>7</sup>	175-962386	OH <sup>19</sup>	99125998
HI <sup>4,8</sup>	GE-204-707-2768-01	OK <sup>20</sup>	SVU-15522940-02
ID	5460101	PA <sup>21</sup>	67697044
IL <sup>4,9</sup>	4373-7641	RI <sup>22</sup>	2-2007-6701
IA	200184605	SC	100849209
KS	005-852162684-F01	SD <sup>23</sup>	1036-5108-ST
KY <sup>10</sup>	000794956	TN	1001740073-SLC
ME <sup>11</sup>	1210190	TX <sup>24</sup>	32075983992
MD <sup>12</sup>	18380752	UT	15099862-003-STC
MI <sup>13</sup>	85-2162684	VT	SUT-11082369-001
MN <sup>14</sup>	7017160	WA <sup>25</sup>	604-652-774
		WI <sup>26</sup>	456-1030471893-02

I further certify that if any property or service so purchased tax free is used or consumed as to make it subject to a Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the Seller for added tax billing. This certificate shall be a part of each order that we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by thee city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: Andy Steen  
 (Owner, Partner, or Corporate Officer, or other authorized signer)

Title: TAX ANALYST

Date: \_\_\_\_\_

# State of Mississippi

## BOARD OF CONTRACTORS

SCHOOL SPECIALTY, LLC  
100 PARAGON PKWY  
MANSFIELD, OH 44903

ACTIVE

is duly registered and entitled to perform

INSTALL OF CONSTR. SPECIALTIES, FURN. & EQUIP.



*We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 3 day of Nov.. 2022*

CERTIFICATE OF RESPONSIBILITY

No. 24548-SC

Expires Nov. 3, 2023

*Joel A. Carroll,*

CHAIRMAN OF THE BOARD



State of  Louisiana

State Licensing Board for Contractors

This is to Certify that:

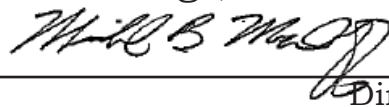
SCHOOL SPECIALTY, LLC  
W. 6316 Design Drive  
Greenville, WI 54942


is duly licensed and entitled to practice the following classifications

SPECIALTY: FURNITURE, FIXTURES, AND INSTITUTIONAL & KITCHEN EQUIPMENT; SPECIALTY:  
RECREATION & SPORTING FACILITIES & GOLF COURSES



Witness our hand and seal of the Board dated,  
Baton Rouge, LA 22nd day of May 2022

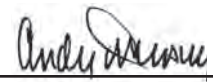
  
Director

  
Chairman

Expiration Date: May 21, 2025

License No: 71903

This License Is Not Transferrable

  
Treasurer

.....

Department of Labor and Industries  
PO Box 44450  
Olympia, WA 98504-4450

SCHOOL SPECIALTY LLC  
Reg: CC SCHOOSL803RW  
UBI: 604-652-774

Registered as provided by Law as:  
Construction Contractor  
(CC01) - GENERAL

SCHOOL SPECIALTY LLC  
100 PARAGON PARKWAY  
MANSFIELD OH 44903

Effective Date: 12/11/2020  
Expiration Date: 12/11/2024

731

The seal of the State of Washington is faintly visible in the background. It features an eagle with wings spread, perched on a globe. The text around the seal reads "THE SEAL OF THE STATE OF WASHINGTON" and "1889".

*State of Arkansas*  
**Commercial Contractors Licensing Board**

SCHOOL SPECIALTY, LLC  
100 PARAGON PARKWAY  
MANSFIELD, OH 44903

SCHOOL SPECIALTY, LLC

**This is to Certify That** \_\_\_\_\_

is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

**SPECIALTY**

Institutional & Kitchen Equipment

**This contractor has an unlimited suggested bid limit.**

**from** June 23, 2023 **until** June 30, 2024 **when this Certificate expires.**

*Witness our hands of the Board, dated at North Little Rock, Arkansas:*



*Ray [Signature]*

CHAIRMAN

*Michelle [Signature]*

SECRETARY

June 23, 2023 - dsa



**Brad Little**  
Governor

**State of Idaho**  
**Division of Occupational and Professional Licenses**  
**PUBLIC WORKS CONTRACTORS LICENSING**  
**CONTRACTOR**

**052096 - A - 4**

License Number

Categories: 09680, 02880, 12011

**08/31/2021**

Original License Issued

This is to certify that  
**SCHOOL SPECIALTY LLC**

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45  
and is hereby granted this certificate.

This license expires: **09/30/2024**

Handwritten signature of Russell J. Barron in blue ink.

Russell Barron, Administrator

Licensee Signature

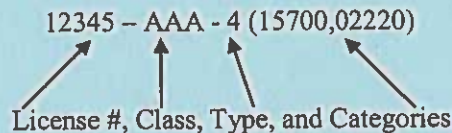
## License Certificate

Enclosed is your license certificate to show you are a licensed Public Works Contractor in the State of Idaho.

Please note the LIMIT for each CLASS of license

<u>Class</u>		<u>Bid Limit Per Project</u>
D	Not more than	\$ 50,000
C	Not more than	\$ 200,000
CC	Not more than	\$ 400,000
B	Not more than	\$ 600,000
A	Not more than	\$1,250,000
AA	Not more than	\$3,000,000
AAA	Not more than	\$5,000,000
UNLIMITED	Unlimited	Unlimited

The example shown below will help you understand your license number.



Class: Determines bid limits.

Types: 1 - Heavy Construction  
2 - Highway Construction  
3 - Building Construction  
4 - Specialty Construction

Categories: Indicates the areas a Specialty Contractor is restricted to.

### CHECK YOUR LICENSE CERTIFICATE FOR ACCURACY PLEASE REPORT ANY DISCREPANCY

#### LICENSEE MUST:

- Sign and display the License Certificate at your principal place of business.
- Show the issued license number on bids for public works projects.
- Report, in writing, any address changes and changes in personnel or name within thirty (30) days after the change occurs.
- Report, in writing, any changes in the business organization within sixty (60) days after the change occurs.

- Submit bids in the same NAME that appears on the License Certificate.
- 

State of Idaho  
Division of Building Safety - Public Works Contractor Licensing  
1090 E Watertower - Suite 150, Meridian ID 83642  
(208) 334-4057  
(208) 855-9666 Fax  
[dbs.idaho.gov/programs/publicworks](http://dbs.idaho.gov/programs/publicworks)



## Contractor Registration Details

### Registration Details

**Registration #:** C140545

**Issued:** 03/16/2023

**Industry :** 230000 - Other/Undefined

**Expires:** 03/29/2024

### Registered Organization or Individual

**Contractor Name:** Leonard Adkins

**Phone 1 :** (419) 589 - 1900

**Company Name :** School Specialty LLC

**Phone 2 :** (419) 589 - 1449

**Address :** LEONARD ADKINS SCHOOL

SPECIALTY LLC 100 PARAGON PARKWAY

MANSFIELD OH 44903

### Contacts

**Contractor/Company Name**

**Type**





Montana Department of  
**LABOR & INDUSTRY**

## CERTIFICATE OF CONTRACTOR REGISTRATION

SCHOOL SPECIALTY LLC  
100 PARAGON PARKWAY  
MANSFIELD, OH 44903

Visit our website at [mtcontractor.mt.gov](http://mtcontractor.mt.gov) or call the  
Registration Section at **406-444-7734** for more information  
or to verify the validity of this certificate.



**STATUS**  
Employer

**REGISTRATION NO.**  
260255

**EFFECTIVE DATE**  
03/18/2023

**EXPIRATION DATE**  
03/17/2025

INSTRUCTIONS: Fold at perforations then tear card out. Fold card in half at score.



**406-444-7734**  
[mtcontractor.mt.gov](http://mtcontractor.mt.gov)

SCHOOL SPECIALTY LLC  
100 PARAGON PARKWAY  
MANSFIELD, OH 44903

**REGISTRATION NO.** 260255  
**EXPIRATION DATE** 03/17/2025

Employer



## TYPES OF CONTRACTOR REGISTRATION CERTIFICATES

Below are the definitions of the four types of contractor registration certificates. The definitions show the extent to which certificate holders can work in the construction trade and whether the certificate covers employees. General contractors can check the certificate type to ensure the subcontractors they hire are working in the capacity in which they are registered. Customers can check contractor certificates for the same reason.

### **NO EMPLOYEES, MAY HIRE EXEMPT WORKERS ONLY**

This means the contractor does not carry workers' compensation coverage on any employees.

### **EMPLOYER**

This means the contractor carries workers' compensation coverage on employees. The certificate holder is registered to have employees.

### **LEASED EMPLOYEES**

This means the contractor uses employees from an employee-leasing firm. These employees are presumably covered with workers' compensation and unemployment insurance through the leasing company.

### **BID ONLY**

This means the contractor is registered only to bid construction work in Montana and cannot perform actual work. To work the contractor must upgrade the certificate to one of the above.

**For more information call (406) 444-7734**



Montana Department of  
**LABOR & INDUSTRY**





## Montana Department of LABOR & INDUSTRY

### Construction Contractor Registration

**This is a two-year registration.**

Congratulations! Your Construction Contractor Registration has been approved. Complying with the workers' compensation laws of Montana helps to level the playing field and ensures that construction contractors are competing fairly. Some of the benefits to your business may include increased credibility and greater opportunity to obtain work. Some of the benefits to those that hire you as a registered contractor include protection from employee liability migrating from you, your employees and/or subcontractors, to them.

Enclosed please find your new Construction Contractor Registration Certificate, and wallet-sized card

### IMPORTANT INFORMATION REGARDING CHANGES TO YOUR BUSINESS

While your registration is in effect, you must **contact us in writing within 10 days of any changes**, including address changes. If mail is returned undeliverable, your registration may be suspended.

**If your certificate states "No Employees, may hire non-exempt workers only"** you have represented to the department that your business does not hire employees. If you do hire employees, you must notify us immediately in writing and provide a copy of a valid workers' compensation policy. We will update your status to reflect "Employer" at no additional cost.

**If your certificate states "Bid Only"**, you may bid on work in Montana but you may not actually perform work. If you are awarded a job, you must notify us immediately in writing requesting your status to be updated. If you will have employees working in Montana, you will need to provide us with a copy of an active workers' compensation policy specifically covering Montana. If you use an out of-state insurance carrier, you will need to provide the declaration page of your policy, listing Montana in section 3A. Again, we will make the changes at no additional cost to you.

**If your certificate says "Employer" or "Leased Employees"** you have indicated you have employees and have provided a work comp policy. If we receive notice of the policy being canceled your registration may be suspended. This may result in extra fees for being reinstated. If you no longer have employees, or your work comp policy changes, please notify us immediately in writing. Failure to do so may result in unnecessary inconvenience to both you and the department.

If you wish to cancel your registration, you may do so by mailing or faxing a written request. **Please note: The \$70 application fee is non-refundable.** Renewal forms are sent out two months before your registration expires.

If you have any questions or comments regarding your registration, please call us at (406) 444-7734.

Sincerely,

Registration Section

Licensed	<b>SCHOOL SPECIALTY, LLC</b>	24548-SC
----------	------------------------------	----------

Address	100 PARAGON PKWY MANSFIELD, OH 44903
Phone	419-589-1900
Fax	419-589-1449
Expiration	11/03/2024
Minority	No
First Issue	11/03/2021
Status	Licensed

<b>Class(es)</b>	
Classification	Qualifying Name
INSTALL OF CONSTR. SPECIALTIES, FURN. & EQUIP.	DONALD HUFFMAN

<b>Officers</b>	
Name	Title
MARK GERTZOF	MANAGING MEMBER

Certificate Number  
731493

Registration Date: 05/18/2023  
Expiration Date: 05/17/2025



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

# School Specialty LLC

# 2023

**Responsible Representative(s):**

Ryan Bohr, CEO

**Responsible Representative(s):**

Kevin Bahler, CFO

Robert Asaro-Angelo, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

SCHOOL SPECIALTY, LLC  
100 PARAGON PARKWAY  
MANSFIELD, OH 44903

*State of New Jersey*



DEPARTMENT OF THE TREASURY  
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION  
33 WEST STATE STREET - P.O. BOX 034  
TRENTON, NEW JERSEY 08625-0034



**NOTICE OF CLASSIFICATION**

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
\$1,400,000	C105 -SCHOOL FURNISHINGS	10/03/2023	10/02/2025

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at <https://www.nj.gov/treasury/dpmc/Assets/Files/DPMC701.pdf>.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE [DPMC WEB SITE](#).

# *State of North Dakota*

## SECRETARY OF STATE



### CONTRACTOR LICENSE

NO: 000044473

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **School Specialty, LLC** whose address is in MANSFIELD, OH, has filed in this office proper documents for a Contractor License valid until March 1, 2024, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

**School Specialty, LLC** is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: February 15, 2023

A handwritten signature in black ink that reads "Michael Howe".

Michael Howe  
Secretary of State

The North Dakota Secretary of State verifies that:

**School Specialty, LLC**

is the holder of a North Dakota Class A Contractor License which is in force until March 1, 2024 unless sooner suspended or revoked as provided by NDCC 43-07.

License # 000044473

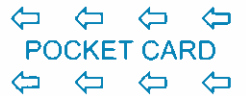
000414  
SCHOOL SPECIALTY LLC  
100 PARAGON PARKWAY  
MANSFIELD OH 44903

**CONSTRUCTION CONTRACTORS BOARD  
LICENSE CERTIFICATE**

LICENSE NUMBER: 233526  
EXPIRATION DATE: 01/08/2025  
ENTITY TYPE: Limited Liability

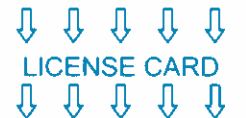
**CONSTRUCTION CONTRACTORS BOARD  
LICENSE CERTIFICATE**

SCHOOL SPECIALTY LLC  
100 PARAGON PARKWAY  
MANSFIELD OH 44903



POCKET CARD

*fold and detach  
along  
perforation*



LICENSE CARD

**STATE OF OREGON  
CONSTRUCTION CONTRACTORS BOARD  
LICENSE CERTIFICATE**

This document certifies that:

SCHOOL SPECIALTY LLC  
100 PARAGON PARKWAY  
MANSFIELD OH 44903

is licensed in accordance with Oregon Law as  
Commercial General Contractor Level 1



**LICENSE NUMBER: 233526**

EXPIRATION DATE: 01/08/2025

ENTITY TYPE: Limited Liability Company





SCHOOL SPECIALTY LLC

401247

ID NUMBER: 76340  
LIC STATUS: ACTIVE  
EXPIRATION DATE: May 31, 2025

BOARD FOR LICENSING CONTRACTORS  
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS  
OF THE STATE OF TENNESSEE HAVE BEEN MET

SCHOOL SPECIALTY LLC  
100 Paragon Parkway  
MANSFIELD, OH 44903

# State of Tennessee

401247

BOARD FOR LICENSING CONTRACTORS  
CONTRACTOR  
SCHOOL SPECIALTY LLC

*This is to certify that all requirements of the State of Tennessee have been met.*

ID NUMBER: 76340  
LIC STATUS: ACTIVE  
EXPIRATION DATE: May 31, 2025  
UNLIMITED; S-Furn/Fixture



IN-1313  
DEPARTMENT OF  
COMMERCE AND INSURANCE

**BOARD FOR LICENSING CONTRACTORS**

**AREAS OF CERTIFICATION/MONEY LIMITS**

**UNLIMITED; S-Furn/Fixture**

# DPOR License Lookup License Number 2705178869

## License Details

<b>Name</b>	SCHOOL SPECIALTY LLC
<b>License Number</b>	2705178869
<b>License Description</b>	Contractor
<b>Firm Type</b>	LLC - Limited Liability Company
<b>Rank <sup>1</sup></b>	Class B
<b>Address</b>	100 PARAGON PKWY, MANSFIELD, OH 44903
<b>Specialties<sup>2</sup></b>	Commercial Improvment (CIC)
<b>Initial Certification Date</b>	2021-10-13
<b>Expiration Date</b>	2025-10-31

- 1 Refer to the Statutory Definitions (<http://law.lis.virginia.gov/vacode/title54.1/chapter11/section54.1-1100/>) for descriptions of the rank or class of license (A, B, or C) that determines the monetary limits on contracts/projects.
- 2 Refer to the Classification Definitions (<https://law.lis.virginia.gov/admincode/title18/agency50/chapter22/section20/>) and Specialty Definitions (<https://law.lis.virginia.gov/admincode/title18/agency50/chapter22/section30/>) for detailed definitions of these classifications and specialties.

The data located on this website are not the public records of the Department of Professional and Occupational Regulation (DPOR). All public records are physically located at DPOR's Public Records Section: 9960 Mayland Drive, Suite 400, Richmond, VA 23233. While DPOR works to ensure the accuracy of the data provided online, the data available on these pages are updated routinely but may not be up to date at all times (due to document processing delays, technical maintenance, etc.).

DPOR assumes no liability for any errors, omissions, or inaccuracies in the information provided or for any reliance on data provided online. While DPOR has attempted to ensure that the data contained herein are accurate and reflect the status of its regulants, DPOR makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this data. If discrepancies or errors are discovered, please inform DPOR so that appropriate action may be taken.

DPOR License Lookup build 1,467 (built 2023-02-27 11:28:50).



# CONTRACTOR LICENSE

AUTHORIZED BY THE  
West Virginia Contractor  
Licensing Board

NUMBER: **WV060600**

CLASSIFICATION:  
SPECIALTY

SCHOOL SPECIALTY LLC  
DBA SCHOOL SPECIALTY LLC  
100 PARAGON PARKWAY  
MANSFIELD, OH 44903

DATE ISSUED

EXPIRATION DATE

MARCH 18, 2023

MARCH 18, 2024

Authorized Signature

Chair, West Virginia Contractor  
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.



**BUILDING SAFETY DEPARTMENT**  
2101 O'Neil Avenue Suite 202  
Cheyenne, WY 82001

**Building Contractor/ Trade License**

Business Name: SCHOOL SPECIALTY, LLC  
License Number: CT-24-42621  
Classification Type: Class D-Equipment Installation  
Issue/Expiration Date: 03/28/23 04/07/24

Jason Stephen  
Licensing Board Chairman  
City of Cheyenne



**BUILDING SAFETY DEPARTMENT**  
**BUILDING CONTRACTOR/TRADE LICENSE CARD**

Business Name: SCHOOL SPECIALTY, LLC  
License #: CT-24-42621  
Classification: Class D-Equipment Installation  
License Term: 03/28/23 04/07/24

Jason Stephen  
Licensing Board Chairman  
City of Cheyenne

# Installation Subcontractors MWBE Certificates



Minority Business Enterprise (MBE)  
Duron Building Specialties, LLC

## **Duron Building Specialties, LLC**

has filed with the Agency an Affidavit as defined by NCTRCA Minority Business Enterprise (MBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

**NAICS 238220: BATHROOM PLUMBING FIXTURE AND SANITARY WARE INSTALLATION**  
**NAICS 238320: ELECTROSTATIC PAINTING, ON-SITE, CONTRACTORS**  
**NAICS 322211: PARTITIONS, CORRUGATED AND SOLID FIBER, MADE FROM PURCHASED PAPER OR PAPERBOARD**

This Certification commences July 6, 2023 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: July 31, 2025  
Issued Date: July 6, 2023  
CERTIFICATION NO. HMMB05168N0725

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Certification Administrator

THIS CERTIFIES THAT

# Environments Plus, Inc

dba EPI Corporate Solutions Inc



\* Nationally certified by the: **SOUTHERN CALIFORNIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

\*NAICS Code(s): 238390; 238310; 541410; 541614; 484210; 493110; 238350

\* Description of their product/services as defined by the North American Industry Classification System (NAICS)

03/23/2023

**Issued Date**

SC43678

**Certificate Number**

04/01/2024

**Expiration Date**

A handwritten signature in black ink, appearing to read "Ying McGuire".

**Ying McGuire  
NMSDC CEO and President**

A handwritten signature in black ink, appearing to read "Virginia Gomez".

**Virginia Gomez, President**

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

*Certify, Develop, Connect, Advocate.*

\* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®





careers  
businesses  
neighborhoods

# M/WBE Certificate

## Personal Touch Installations Inc.

This certificate acknowledges that this company has met the criteria as established by the M/WBE Program at the NYC Department of Small Business Services and is therefore certified as a Minority Women-Owned Business Enterprise (M/WBE).

Certificate Number

**MWCERT2013-297**

Expires on

**3/31/2024**

A handwritten signature in black ink that reads "Bill de Blasio".

Bill de Blasio, Mayor

A handwritten signature in black ink that reads "Gregg Bishop".

Gregg Bishop, Commissioner

## Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1752215095600
File/Vendor Number:	491530
Approval Date:	4/26/2021
Scheduled Expiration Date:	4/26/2025

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

### **QUALIFIED SYSTEMS INSTALLATIONS, INC.**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 4/30/2021, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program  
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 06/19



STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor  
Joel Brennan, Secretary  
James M. Langdon, Administrator

---

December 04, 2020

Mrs. Tara Wolf  
Systems Furniture Installations LLC  
322 RAEMISCH RD  
WAUNAKEE, Wisconsin 53597

Dear Mrs. Wolf:

The Wisconsin Department of Administration (DOA) has approved your firm's certification as a Woman-Owned Business Enterprise (WBE). Your firm's name will be listed on the State of Wisconsin List of Certified Firms directory which can be found on the DOA's Supplier Diversity Program website at <https://wisdp.wi.gov>.

You should immediately sign up for VendorNet at <https://vendornet.wi.gov> (the State's electronic purchasing information system), in order to enhance your ability to sell your goods or services to the state and other public entities. VendorNet is free. Your products and services are listed on the NAICS code on your certificate.

Your WBE certification is valid until **December 04, 2023**. The Department will send you an email notification in the quarter closest to your certification anniversary date for "Annual Information Updates". Recertification notification will be sent within 60 days of the expiration date of the three year term. The Department reserves the right to periodically review the ownership, management, and operational control to confirm the continued validity of the certification status.

The Department wishes you success in marketing your firm's goods/services to those diversity suppliers who recognize the value of a WBE certification.

Sincerely,

*Libby Schmiedlin*

Libby Schmiedlin  
Equal Opportunity Specialist



STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor  
Joel Brennan, Secretary  
James M. Langdon, Administrator

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CERTIFICATION

WI-10461 - WBE

The Department of Administration  
Division of Enterprise Operations  
having determined that

**Systems Furniture Installations LLC**

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*Has successfully met the certification requirements as outlined in  
Wisconsin Administrative Code Adm. 83 and the policies adopted thereunder,  
hereby grants the designation of*

**Woman-Owned Business Enterprise**

and is recognized as such until the expiration of registration and certification on

**Expiration: December 4, 2023**

**NAICS Codes:**

238390 Other Building Finishing Contractors  
484210 Used Household and Office Goods Moving  
493110 General Warehousing and Storage  
493190 Other Warehousing and Storage

**NIGP Codes:**

See online business directory at: <https://wisdp.wi.gov>

**Product:**

Receiving, storage, delivery, installation of furniture, debris removal and project management.

Authorized By: *Libby Schmiedlin*

Libby Schmiedlin, Equal Opportunity Specialist



June 26, 2023

Mr. Cecil Narcisse Jr.  
Turn Key Installations  
9337 Katy Freeway #7131  
Houston, TX 77024

Dear Mr. Narcisse,

I am pleased to inform you that your application for certification as a Minority Business Enterprise (MBE) for the City of Beaumont has been approved. Your business will be included in the City's MBE Directory.

Your certification is effective immediately and will be valid for a period of two years. Every two years you must submit a new application in order to renew your certification. Failure to renew every two years will result in your business being removed from the directory of certified MBEs. If at any time there is a change in ownership or control of the business, the business must submit a new application within thirty (30) days of the change. Violations of this policy may result in the revocation of the business' MBE certification with the City of Beaumont.


If you have any questions, please contact our Purchasing Division at 409-880-3720 or send an email to [MBE.Beaumont@BeaumontTexas.gov](mailto:MBE.Beaumont@BeaumontTexas.gov)

Sincerely,

*Todd Simoneaux*

Todd A. Simoneaux, CPA  
Chief Financial Officer

TS:jj |

FINANCE DEPT.   
T 409.880.3789  
F 409.880.3132  
PO Box 3827 | Beaumont, TX 77704  
[beaumonttexas.gov](http://beaumonttexas.gov)



*City of Beaumont, Texas*

*Certifies that*

***TURN KEY INSTALLATIONS***

*Meets all the criteria established by the City of Beaumont,  
And thereby is duly registered as a Minority Business Enterprise,  
To do business with the City of Beaumont and its agents as such.*

*This certification is valid until June 26, 2025.*

A handwritten signature in blue ink, appearing to read "Todd A. Simoneaux".

*Todd A. Simoneaux, CPA, Chief Financial Officer*

*June 26, 2023  
Certification Date*



**THE ENTERPRISE CENTER**  
BUSINESS | CAPITAL | COMMUNITY

**Unique Installation LLC**

is duly certified as a

**Minority Business Enterprise**

**Certified Categories: NAICS Codes – 238210**

Certification Review Date: March 28, 2023

Certification Expiration Date: March 31, 2024

Della Clark, President

**Certification # 320228210**



# State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE & ENTERPRISE SERVICES  
P.O. BOX 026  
TRENTON, NJ 08625-026  
PHONE: 609-292-2146 FAX: 609-984-6679

**PHIL MURPHY**  
*Governor*

**SHEILA OLIVER**  
*Lt. Governor*

**ELIZABETH MAHER MUOIO**  
*State Treasurer*

1<sup>st</sup> YEAR PROVISIONAL CERTIFICATION

## APPROVED

*under the*

Minority and Women Business Certification Program

This certificate acknowledges LAST MILE DISTRIBUTION LLC DBA: Intercept Logistics as a Provisionally Certified Women Business Enterprise (WBE) that has met the criteria established by N.J.A.C. 17:46.

This certification will remain in effect for one year.

In order for the certification to remain in effect after the provisional one year period, the business must submit a recertification application. The recertification application must be submitted not more than 60 days prior to the anniversary of the provisional certification approval.

If the business fails to submit the recertification application, the certification will lapse and the business will be removed from the system (SAVI) that lists certified minority and women-owned businesses. If the business seeks to be certified again, it will have to reapply by submitting a new application.



Peter Lowicki  
Deputy Director

**Issued:** 8/11/2023  
**Certification Number:** A0358-44

**Expiration:** 8/11/2024

The expiration date is contingent on the proper and on-time filing of all Annual Verifications for non-provisional certificates. Please see above for more detail.





Minority Business Enterprise (MBE)  
TX Office Installation Services, Inc.

## **TX Office Installation Services, Inc.**

has filed with the Agency an Affidavit as defined by NCTRCA Minority Business Enterprise (MBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

**NAICS 236220: COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION**  
**NAICS 238390: OFFICE FURNITURE, MODULAR SYSTEM, INSTALLATION**  
**NAICS 337214: OFFICE FURNITURE (EXCEPT WOOD) MANUFACTURING**

This Certification commences June 1, 2022 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: June 30, 2024  
Issued Date: June 1, 2022  
CERTIFICATION NO. PFMB59388N0624

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Certification Administrator

# Section 2.1.1 Product and Services Offering

# About School Specialty

At School Specialty, helping schools is all we do.

Since 1959, we have been a leading provider of quality educational products and services. Today, under the leadership of our President and CEO Ryan Bohr, we are a \$700M+ company that designs, manufactures, and distributes the most extensive selection you can find in one place for furniture & equipment, educational technology, general and specialty classroom supplies, facility supplies, safety and security products, and instructional resources. We offer trusted national brands as well as our own exclusive brands like Classroom Select® furniture, Childcraft® early learning solutions, and Sax® art supplies.

As part of our commitment to schools we also provide expert guidance, learning space design and end-to-end project management, and professional development.

From crayons to complete learning environments, from infants to Grade 12, from vision to reality, everything we do is driven by our purpose – ensuring every school and every student has what they need to succeed.





# Solutions

for every learning environment  
in your school.

- Classrooms
- Makerspaces
- Media Centers
- Commons
- Cafeterias
- Gymnasiums
- Sensory Rooms
- Art, Music and Science Rooms
- And the rest of the school.

In our RFP submittal, we're offering a broad selection of furniture from more than 60 top manufacturing partners that provide standard and customized products.





# Furniture for every purpose.



Tables



Cafeteria Tables



Science Tables



Desks



Presentation Boards



Office Solutions



School Safety & Health



Seating



Lounge Seating



Storage



Shelving

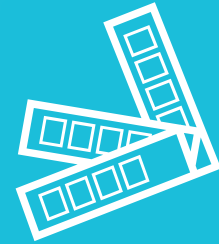
# ONE CARE

Our One Care customer service teams deliver quick, accurate service and customer satisfaction.

- More than 130 highly trained professionals Customer Service Advocates in three different Service Centers
- Equalis Members will have personal access via phone, email, fax and online chat
- 24/7 Self Service Access is always available at [help.schoolspecialty.com](https://help.schoolspecialty.com). Many services are available including but not limited to order status & tracking, how to place an order instructions, reporting issues with orders, invoice and payments information, and much more.



# 360 INNOVATIVE PROGRAM



# Success360™ Framework –

TRANSFORMING MORE THAN CLASSROOMS BY SURROUNDING YOU WITH SUPPORT

In education, success isn't a simple straight line from A to B.

Success is an ongoing journey, and true success is achieved when students are surrounded with support.

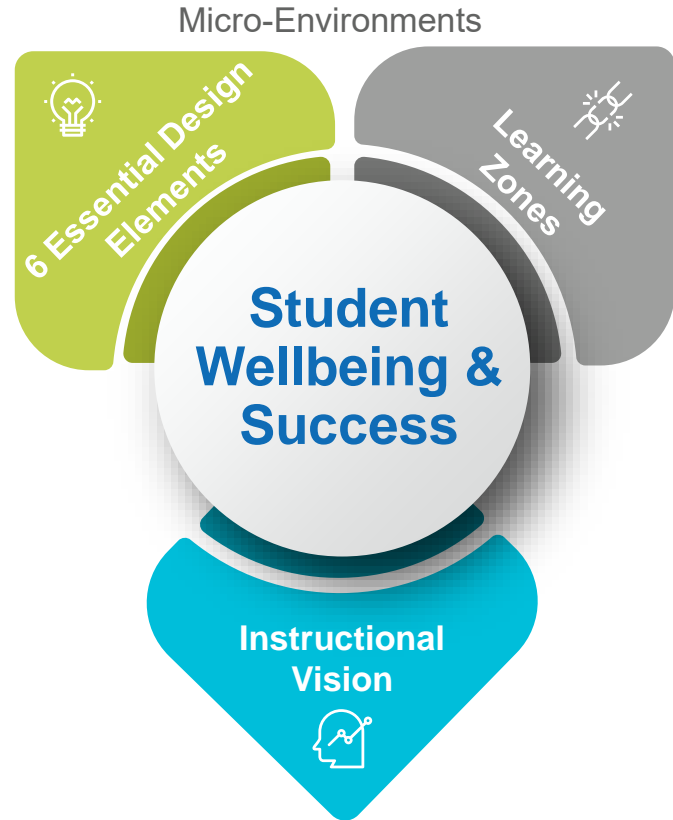
In classrooms that surround them with all they need...  
Inside schools that have all they need...  
to help make communities all they can be.

The Success360 learning environments framework is designed to help turn your vision into reality. Following this research-based framework, School Specialty will surround you with unique solutions at every step and together, we will create successful students, successful schools, and successful communities.



# Success360™ Framework

## FOR FUTURE READY LEARNING ENVIRONMENTS



Our Success360 philosophy begins with your instructional vision first. We team with you to work through our Four D process to discover, design, deliver, and develop unique learning environments that meet your goals and vision. We have based our framework on years of educational research and best practices on the convergence of both instruction and environments. We believe each micro-environment needs to complement the macro-environment to create a cohesive system for student wellbeing and success.

# Projects by Design<sup>®</sup> Approach



projects **by design**<sup>®</sup>

We have developed a proven process that has resulted in hundreds of successful projects, including many in your region.



## DISCOVER

First, we partner with you to roadmap your school's construction, renovation, or modernization programs, including helping gain alignment on budget and vision.



## DESIGN

Next, we bring your vision to life, supporting your educational intent with design and product recommendations presented in detailed color renderings. We also provide final price proposals — detailed room-by-room.



## DELIVER

The team will personally supervise the entire post-award process and manage all logistics to ensure deadlines are met, deliveries are made, punch list items are addressed, and the installation is successful.



## DEVELOP

We offer a variety of half- and full-day courses with practical tips and innovative ideas to help you get the most out of your new learning environments. This phase is ready when you are, before or after installation, for inspiration or training.

# Projects by Design® – Design, project management & more



projects **by design**®

We believe School Specialty® is the ideal partner to deliver on your scope because we offer a completely unique to the industry service designed ground-up for the specific needs of learning environments.

Projects by Design is a turnkey, collaborative, and complimentary service that can support you from initial discovery to design, delivery to development, through installation and beyond.

We can be your single source for products, design, and project management resulting in one P.O. for your entire project.

We will share our detailed process with you on the following pages, demonstrating our ability to deliver on your scope with excellence to help you envision and install dynamic, engaging, future-ready learning spaces for your school.

## Example New Construction Suggested Project Timeline

All the steps in our process are provided in a comprehensive overview, where you can clearly see what you can expect at each milestone along with corresponding dates.

June 2023	<b>INITIAL KICK OFF CALL AND PLAN REVIEW:</b> School Specialty's SLES/LES will review expectations, construction timelines/considerations, architectural drawings and create a preliminary basis of design based on general programming questions related to the overall function of each space. All district personnel involved in furniture and equipment decision making are encouraged to be at this meeting.
July 2023	<b>REVIEW INITIAL DESIGN AND PROGRAMMING:</b> At this meeting, any changes to the building shell or plan revisions will be discussed. General furniture and equipment budget goals can be helpful during this phase; providing budget goals during this step can eliminate multiple revisions and design time in the process while keeping the project on track and under budget.
November 1, 2023	<b>REVIEW REVISIONS AND BUDGET QUOTE:</b> School Specialty will provide a quote to target predetermined budget number from [initial meeting date here]
December 1, 2023	<b>REVIEW FINISHES AND FINAL QUOTE:</b> School Specialty's Sr. Learning Environment Specialist (SLES) and Learning Environment Specialist (LES) will provide various color palettes based on confirmed budget needs and building finishes. Building finishes will be requested for the Architects and Designers one month prior to this date. Any delays in this information could postpone this review.
December 2023	<b>SUBMIT PO:</b> The PO should be emailed to School Specialty's [Sr. LE Rep Name/email] and [LE Rep name/email] and include all final finishes, main point of contact for installation, installation address and anticipated installation date. Manufacturing lead times begin once we have a clean PO to process.
June /July 2024	<b>TENTATIVE INSTALLATION:</b> We will make a site visit 1 month prior to this date to confirm construction is on time, confirm construction date for elevator, determine staging areas, and any phases of construction/building (i.e. flooring, electrical, etc).
August 2024	<b>PROJECT COMPLETION:</b> Goal is to have ALL product and punch list items completed prior to this date.



DISCOVER  
STEP

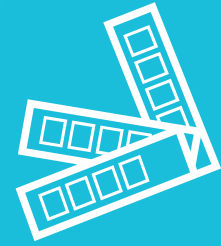
# DISCOVER

During the Discover step, we will meet with your team of stakeholders to discuss:

- Goals and vision of your project
  - Full replacement with innovative environments?
    - Good/Better/Best options?
  - Prioritization of unusable furniture?
  - Recycle or Landfill?
- Strategic vision session
  - Typical environments for each level, specialty spaces, offices, etc
  - Portrait of a graduate – existing or new
  - Connecting instruction to the environment
  - Environment elements

This step is critical because it sets the tone for the design of your micro-environments. Your instructional vision will guide our team to continue to ask questions during the design step that are going to pinpoint specific needs for each environment.

# OUR DESIGN TEAM & PROCESS





# DESIGN: TEAM



projects **by design**

Location of our customer facing School Specialty designers.



School Specialty's in-house National Team of Senior Interior Designers has more than 200 years of combined experience that delivers to you our understanding of different types of learners and designing different types of learning environments.

All design services are free of charge regardless of size of project.





# DESIGN: CAPABILITIES



projects **by design**

Our expert team of interior designers offer an extensive menu of capabilities to meet your needs.

Consultative, collaborative approach with customers	Collaboration with architect to ensure design integrity alignment	SD needs assessment	Understanding of different types of learners	Designs for different types of learning environments
Thought leadership	Product & design application knowledge	Space planning & design	Solutions that align with instructional intent/pedagogy	Solutions that are student-centered based on activity
CET drawings, renderings & fly thru video	Product specification	Project presentations & call outs	Inventory assessment for reuse	Attention to client's goals & vision
Color & material selections	Code compliance	Custom designs	Installation documentation	RFP/RFQ
School District furniture standards	Coordination with trades	Product recommendations	Designs within budget	Strict adherence to project timelines & product lead times

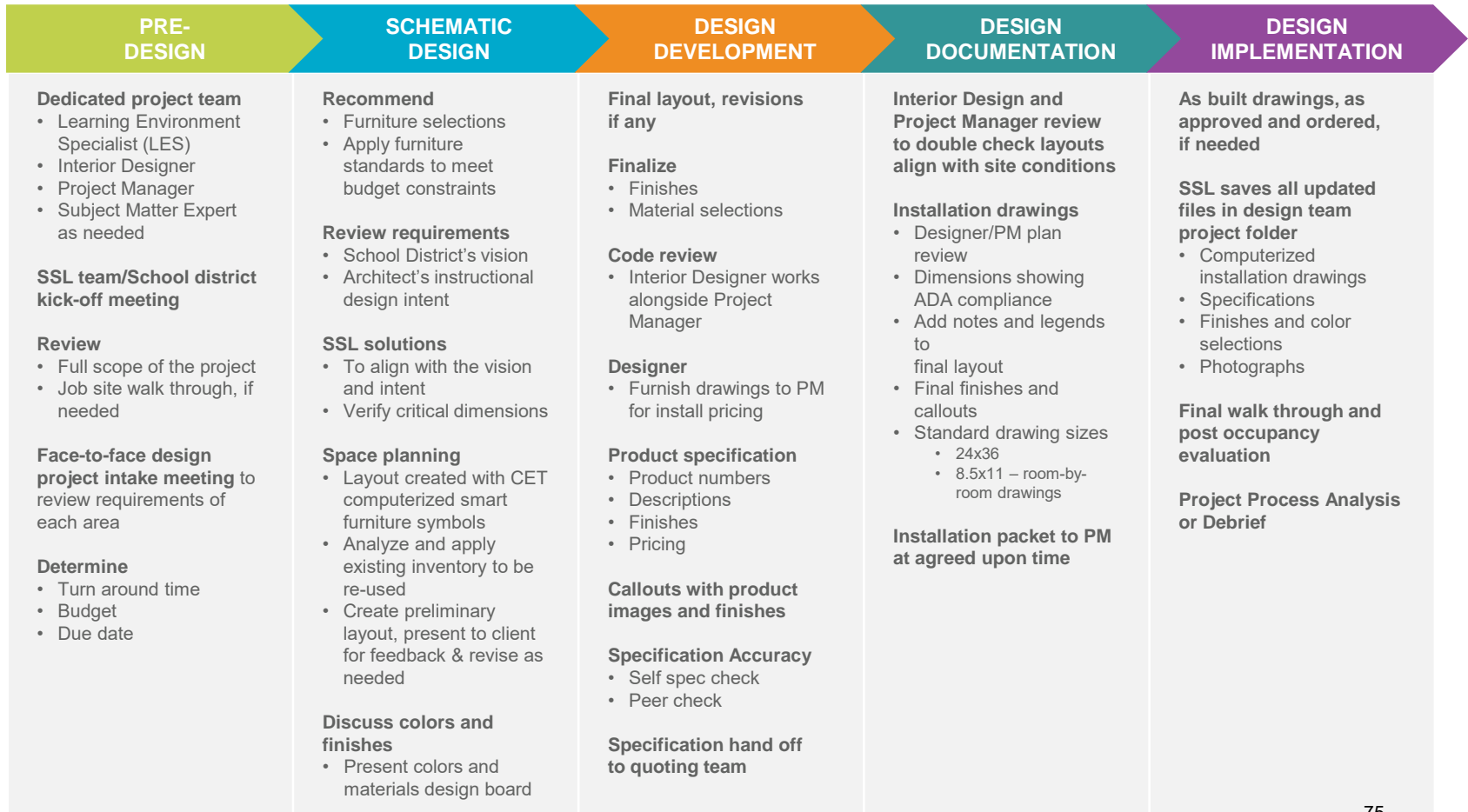


# DESIGN: PROCESS



projects **by design**

## OUR DETAILED DESIGN PROCESS



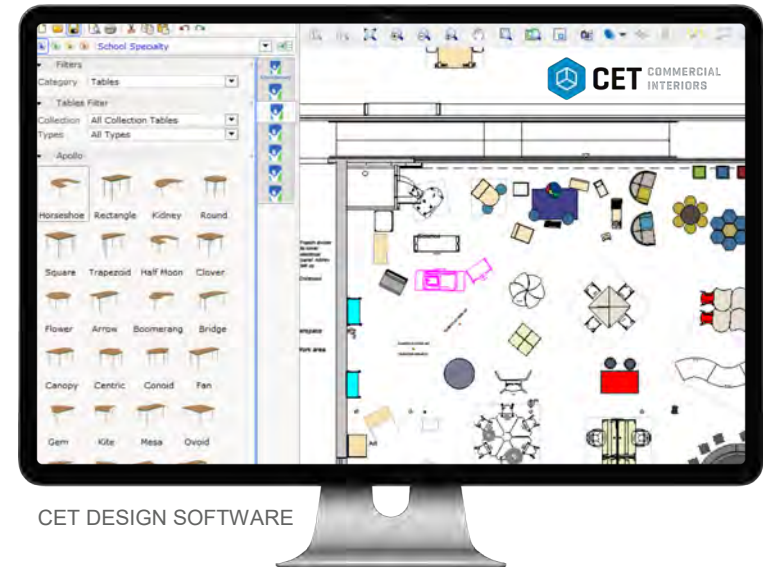


# DESIGN: TECHNOLOGY

## CET SOFTWARE – The right tech for every step

As experienced designers, we are able to utilize this powerful design tool to provide you with key deliverables, efficiently, throughout the entire project:

- Seamlessly import Architect's designs (typically in AutoCAD)
- Create 2D drawing of the layout
- Generate "room by room" tagging with Architect's room numbers and room name.
- Generate layouts with smart symbols with attributes including product number, descriptions, color and material options, and pricing
- Develop detailed 3D drawings and renderings
- Provide product specifications
- Modify designs in real-time, quickly, until approved
- Automatically output a parts list showing product images, descriptions, and options, vital for successful installation
- Produce final drawings for installation documentation
- Work collaboratively with the architect to ensure design integrity alignment and file sharing.



CET DESIGN SOFTWARE



RENDERINGS

1	1	91774-XXXX-KX	30x60 Single Poestal					
			Top Laminat	7900	Fusion Maple			
			Edgeband	HEC	Hierarchy	Edgeband Colors		
			Hierarchy	HBLU	Edgeband	Colors	Blue	
2	1	91783-XXXX-KX	Pneumatic Conference End					
			Top Laminat	7900	Fusion Maple			
			Edgeband	HEC	Hierarchy	Edgeband Colors		
			Hierarchy	HBLU	Edgeband	Colors	Blue	
3	3		CHAIR MANAGERIAL MID-BACK SWIVEL MESH BLACK LL86201					

ROOM BY ROOM LIST

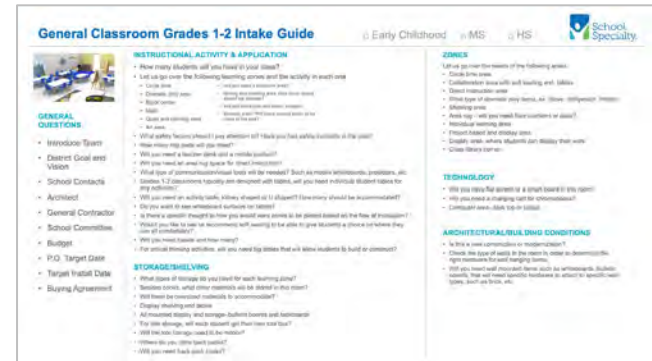
OUR DESIGN PROCESS,  
TOOLS, & SUBMITTALS  
FOR EVERY PHASE OF A  
PROJECT



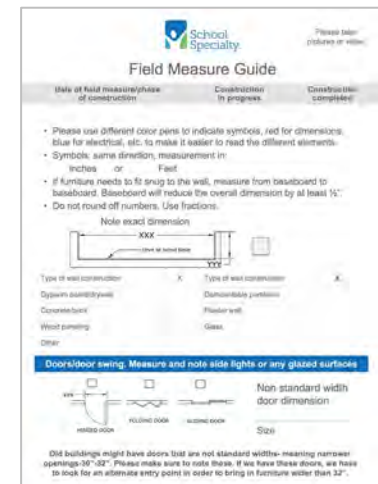
# DESIGN: PRE-DESIGN (NEEDS ANALYSIS)

Our entire team attends an initial **kick off meeting** to hear your vision, understand parameters and gather information on requirements for each area in order to complete the following.

- **Project Intake Guide:** We determine the unique needs and function of each learning space. As learning environment experts, we are able to ask questions around instructional activity and intent, storage requirements, needs and function of each area, technology and architectural conditions to consider. We have project/design intake guides for different types of learning environments. We value your input and the importance of getting good and complete information to achieve the best solution for each area.
- **Field Verification Guide:** We follow the best practice of site verification/measurements and ensuring cad files are updated. This detailed guide is used for a complete field assessment including verification of electrical, vents or radiators, windows, doors and window swings, types of walls, etc.
- **Detailed Project Timeline:** An easy-to-follow chart plots critical dates for all project activities and incorporates Architect's and General Contractor schedules for one holistic view.



EXAMPLE OF OUR DESIGN INTAKE GUIDES



FIELD VERIFICATION PROCESS



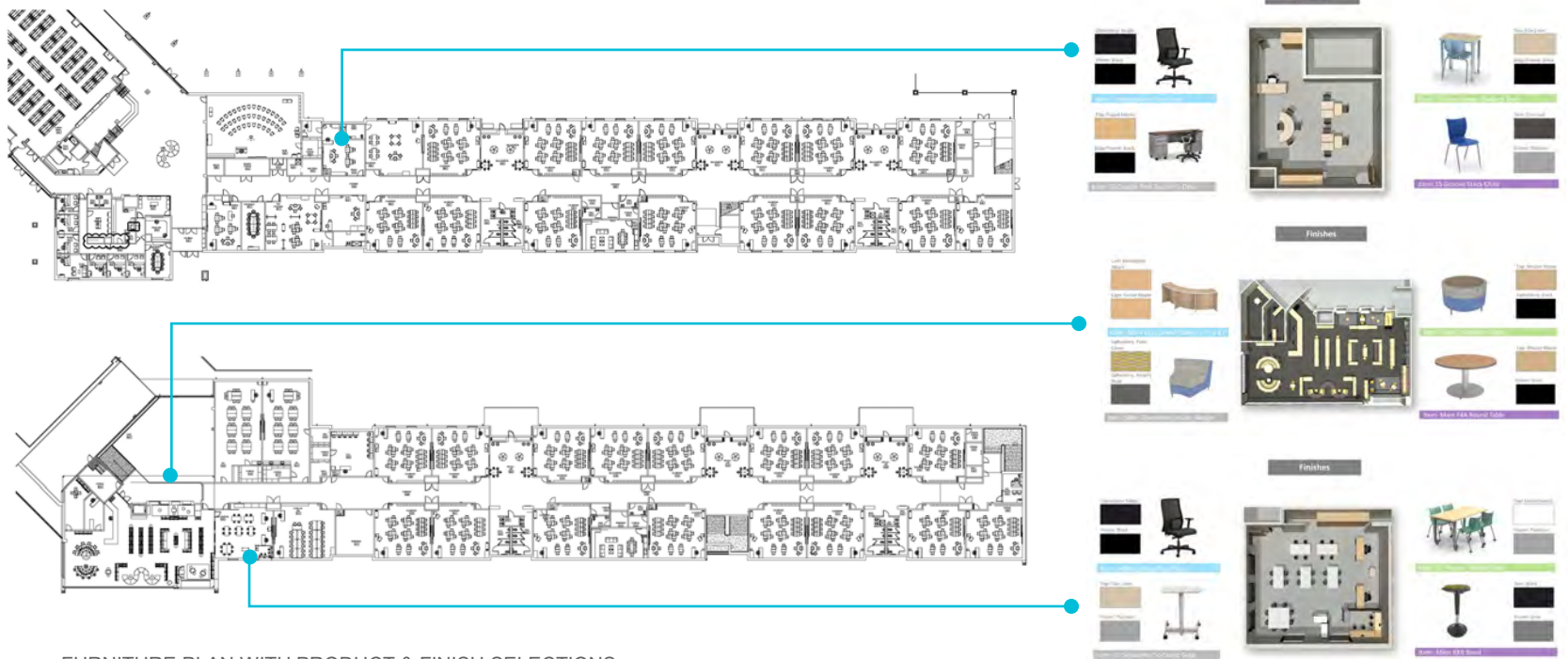
PROJECT TIMELINE





# DESIGN: DESIGN DEVELOPMENT

We bring initial designs to life matching the Architect's design concept with 3D renders and detailed product information that includes furniture and finish call outs to aid in your selection. Furniture plans, product/finish selections, and a color board (when applicable) are presented for feedback as needed until approval.



FURNITURE PLAN WITH PRODUCT & FINISH SELECTIONS  
individual plans by area defining products with colors and finishes





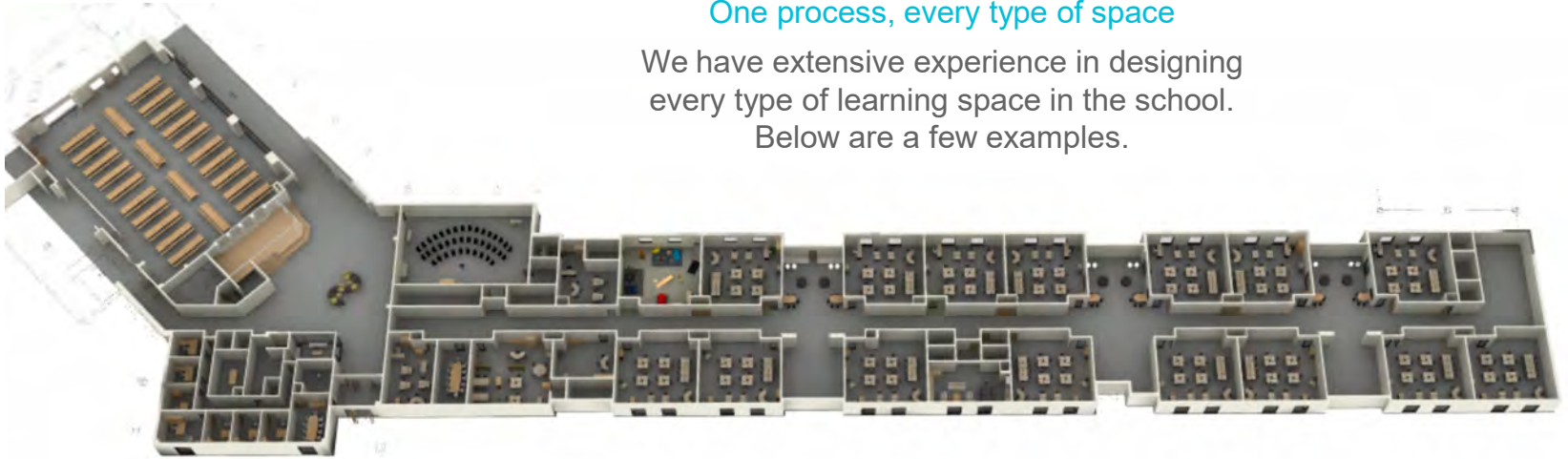




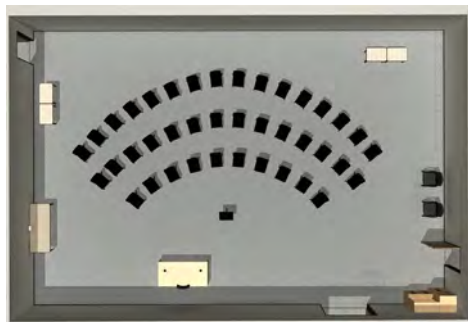
# DESIGN

## One process, every type of space

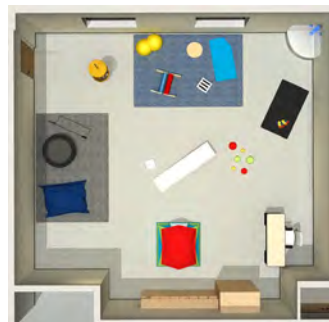
We have extensive experience in designing every type of learning space in the school. Below are a few examples.



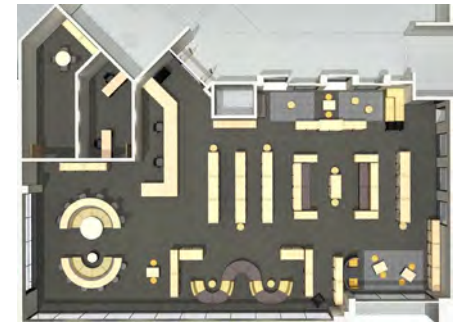
TYPICAL CLASSROOM



MUSIC



SENSORY



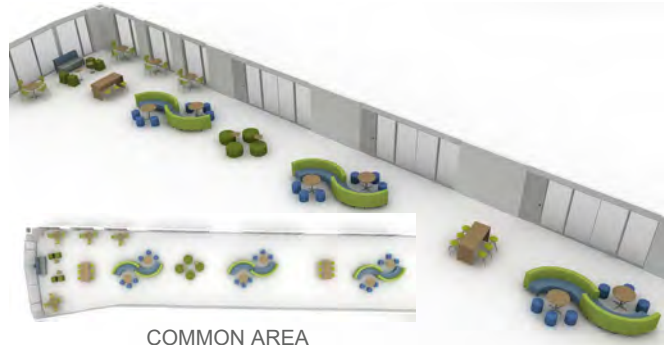
MEDIA CENTER



# EXAMPLES OF SOME OF OUR WORK



PRINCIPAL'S OFFICE



COMMON AREA



TEACHER'S LOUNGE



TYPICAL CLASSROOM



TYPICAL CLASSROOM



CTE-ART CLASSROOM



## DELIVER



projects **by design**

To ensure on-time and on-budget delivery and installation, we'll supervise the entire post-award process, providing:

- Dedicated Project Manager assigned to see to it that deadlines are met, deliveries are made, and punch list items are addressed
- If applicable, we can inventory existing products
- Timely visits by your Field Project Manager, Learning Environment Specialist, and Lead Installer to ensure everything at the job site is ready
- A comprehensive project portfolio with all details of your installation
- A trusted network of strategic, preferred, and approved installers
- Innovative software system to manage and track projects, ensuring you receive timely and accurate information
- A network of transportation providers to ensure deliveries are well cared for and arrive on-time
- Management of all logistical arrangements, from coordination to communication, from protecting the building site through final cleanup
- A final walk-through to ensure everything meets your expectations, with our commitment that any issues will be addressed by your personal representative
- Dedicated customer support teams to receive and respond to any questions or requests
- Dedicated accounting department for all your accounts payable/receivable support
- EDI capabilities to streamline invoicing and reduce the need for manual intervention



# DELIVER



projects **by design**

We are committed to a seamless installation and follow a set of guidelines and standards to ensure your satisfaction.

- **Pre-Install Site Visit** – Installer, Field Project Manager, Sales Team, Construction Superintendent, and School Representative visit site 4-6 weeks prior to installation to plan all logistics
- **Pre-Delivery Trip** – installers visit jobsite to review building readiness
- **Floor, wall & Elevator Protection** – required to be in place prior to start of project
- **Unloading & Receiving** – Unload per instructions in the electronic binder. Inspect all products, including cartoned items, and record damages, shortages, overages, or issues on the Punch-List form. Report, documenting with photos. Confirm deliveries with Project Manager
- **Daily Trash Removal** – Provide debris containment, storage, and removal. Clean site at the end of each day
- **Product Staging** – in an approved area, per the Project Team
- **Set in Place** – follow room-by-room inventory list, arranging to facilitate immediate use.
- **Assembly & Inspection** – Furniture and equipment assembled so it is ready to use, including preferred settings for adjustable items. All items will be free from dirt, smudges, and easily removable cosmetic defects.
- **Site Cleaned** – Site is vacuumed and/or broom swept.
- **Punch-List** – All punch-list items identified and documented in writing daily to the Project Manager. Punch List is reviewed with a school representative, dated, and signed before the crew's departure.
- **Final Walk-through** – Installer, Field Project Manager, and School Representative perform a final walk-through to ensure everything meets your expectations, with our commitment that any issues will be addressed by your personal representative
- \*Can provide removal and recycling services if applicable



DEVELOP  
STEP



## DEVELOP



projects **by design**

It's hard to stay current on ever-evolving techniques and teaching styles.

We're here to help with a variety of professional development courses taught by former educators, administrators, and education researchers offering practical tips and inspiration to help you get the most out of your learning environments. This phase is ready when you are – take as much or as little time as you need, before or after installation to inspire or train.

Our offerings will continue to evolve and expand as we stay on top of the latest learnings. Currently, our half- and full-day courses include:

- Designing Innovative Learning Spaces
- Culture and Climate in the Student-Centered Classroom
- Incorporating Authentic Student Voice and Choice in the Classroom
- Building a Culture of Collaboration
- Instructional Strategies for Innovative Learning

# Owner Training and Implementation Support

- We suggest a pre- and post-approach to training and implementation of new micro-environments.
- Pre-Install
  - Strategic vision session – This is during the "Discover" step. This would be a brainstorming session to learn about the overall instructional vision of the district and school. This session allows our team to best connect suggestions for the environments to the vision during the "Design" phase.
  - Introduction to environment philosophy – giving the team the "why" behind the environment elements, giving them time to prepare for implementation
- Post-Install
  - Nuts and Bolts – This training would be a short session to learn how furniture works, including best practices for cleaning and care.
  - Implementation – This training would be the instructional connection to the environment. This would connect back to the strategic vision and include how to use the furniture as a tool in instruction. Alternative layouts and activities can be connected to instructional strategies here.
  - If needed, a coaching support session can be added to assist with any roadblocks that might occur or need additional support.



# How do you ensure quality and timely completion of projects?

**Spec check process** ensures layouts are accurate, product selections meet required specifications, layouts meet code, and everything ordered will arrive on time and in budget.

**Installation drawings** are provided to the installation team and customer.

**Call outs** reflect all approved products and finishes. These documents are used for customer approval of all design solutions, finishes, layout and products as well as a reference for installers.

**Pre-installation planning** walk through takes place 4-6 weeks in advance to plan all logistics. This will include key team members: construction manager/ superintendent, customer contact, Sr. Field PM, and installation team lead.

**Weekly project meetings** are held after the pre-installation walk through to review all project documentation, installation needs, and drawings and to track project timing, tasks, and ensure scheduled deliveries are on time.

**Daily communication** takes place throughout installation, providing the punch list report, any last-minute shipping delays, and completion status.

**Punch list walk through** takes place when the installation is mostly complete. A punch-list resolution plan is put in place with our goal to have items resolved within 30 days of final walk-through.

**One year warranty walk through.** To ensure your long-term satisfaction, your representative will walk the site to determine any warranty issues and evaluate the furniture.

# KEY SUPPLIER/VENDOR RELATIONSHIPS

# Key Supplier/Vendor Relationships

At School Specialty, our suppliers are more than just ‘vendors’; they are strategic partners with whom we have built long-standing, trusted relationships. We maintain hundreds of these relationships, which allow us to deliver important advantages for our customers including reduced issues in availability, delays, or quality as well as securing a fair price.

We have strategically selected the following partners for your project:

On the following pages, we list just a few examples of the many brands we offer across a wide range of categories – we have many more!

The logo for AIS, consisting of the letters 'AIS' in a bold, blue, sans-serif font.The logo for CHILDCRAFT, with the word 'CHILDCRAFT' in a colorful, multi-colored font.The logo for CLASSROOM SELECT, with 'CLASSROOM' in black and 'SELECT' in white on a blue background, followed by a green square icon.The logo for Fleetwood, featuring a colorful square icon followed by the word 'Fleetwood' in a grey font.The logo for Interior Concepts, featuring a blue and green square icon followed by the text 'Interior Concepts' in a blue font.The logo for media technologies, featuring a green and yellow icon followed by the text 'media technologies' and 'Serving K-12 & Public Library Markets' below it.The logo for MOORECO, featuring a yellow cube icon followed by the text 'MOORECO' in a grey font.The logo for National Public Seating, featuring a green shield icon with a white 'S' and the text 'National Public Seating' in a green font.The logo for SICO, featuring the letters 'SICO' in a bold, black, sans-serif font.The logo for WB Mfg, featuring the letters 'WB' in a large, bold, black font with 'Mfg' in a smaller font below it.

# Section 2.1.4 Manufacturers' Warranties

# WARRANTY

## Limited Lifetime Warranty

This warranty is given to the initial purchaser and is valid for as long as the product is owned by the original Buyer. 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 AIS within the applicable warranty period, AIS (at its option) will either repair or replace the defective product with a comparable component or product. The limited lifetime warranty applies to all products regardless of the number of shifts the product is used each day except as noted below.

Applicable Warranty Period	Products / Restrictions
Lifetime (as defined below)	All AIS branded products (except as noted below)
Ten (10) Years	Electrical products AIS Seating (frames and control mechanisms) Calibrate Series Calibrate Community Height Adjustable Tables (5 Year Mechanism)
Ten (10) Years - 24/7 Shift	Devens Seating
Five (5) Years	Moving parts, which include keyboard mechanisms, locks, suspensions, casters as well as AIS fabrics, upholsteries, mesh and PET material.  Calibrate Dry Planters - <i>Use of water or soil will void warranty under use regulations.</i>  AIS Seating (pneumatic cylinders, casters, glides, bases and arms, mesh and seating upholsteries)

This warranty does not apply to normal wear and tear damage caused by carrier, damage caused by transport of product from one site location to another, alterations to the product not expressly authorized by Seller, and products considered to be of a consumable nature such as bulbs and light ballast. AIS Seating normal use as defined under this warranty is the wear and tear that occurs during a 40 hour week when the product is used by a person weighing 300 pounds or less. AIS will not warrant any altered components or parts.

This warranty shall not cover labor or delivery charges and does not apply to items subjected to abuse, misuse, neglect, alteration, damage cause by shipment, storage, accident, fire, flood or act of God. The limited warranty is the sole remedy for product defect and no other expressed or implied warranty is provided, including but not limited to any implied warranties of merchantability or fitness for a particular purpose. AIS shall not be liable for consequential or incidental damages arising from any product defect. A customer's exclusive remedy with respect to any and all losses or damages resulting from any cause whatsoever shall be repaired or replaced as specified above.

It also does not apply to customer's own material (COM - i.e. material specified by Buyer that is not a standard AIS product offering) used in the manufacture of AIS products. Special Products that are not offered in the AIS standard price list will have a warranty of one year. A product will not be considered defective and Seller will not be obligated to replace it, if the product is not installed properly or is used in a "non-standard" fashion as prescribed by AIS. It is at the sole discretion of AIS to make a determination if a defect is due to improper product installation.

**THIS LIMITED WARRANTY IS THE SOLE REMEDY FOR PRODUCT DEFECT AND NO OTHER EXPRESS OR IMPLIED WARRANTY IS PROVIDED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AIS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES.**

# TERMS AND CONDITIONS

## Pricing & Discounts

Pricing is determined by size of order and other criteria. Refer to your Authorized AIS Dealer Pricing Program for complete guidelines.

## Pricing & Discounts

- Purchase orders must be received by 12:00 noon EST in order for the following day to be considered start of ship date lead-time.
- The total net amount of order must be clearly indicated on all purchase orders.
- Account must be in good standing and have no past due balance for purchase order to be accepted.
- Only Authorized AIS Dealers may purchase from AIS.
- Special pricing taken on any order must reference AIS Special Pricing Authorization (SPA).
- If there are any discrepancies on purchase order, dealer will be required to “sign off” on final order detail. Signature by dealer constitutes acceptance of new purchase order amount and item details contained therein.

## Order Submission

Orders should be placed electronically through the AIS website using eOrders in DealerNet. Any questions on how to submit and track orders should be directed to your Customer Service Representative. Orders may also be emailed to AIS Customer Service.

- Email: [orderentry@ais-inc.com](mailto:orderentry@ais-inc.com)
- Orders can be tracked online at [www.ais-inc.com](http://www.ais-inc.com) -> Dealer Net -> Orders

## Order Changes & Cancellations

AIS understands that from time to time changes may be required on orders; however, as all AIS products are produced custom for each order, changes and cancellation costs will be assessed based on the following schedule. Review your acknowledgment thoroughly. All dates below are from time of acknowledgment.

- No fee for orders changed or canceled within one day (24 hours).
- A fee of 50% of the net pretax total of affected product if order is changed or canceled within two days (48 hours).
- A fee of 100% of the net pretax total of affected product if order is changed or canceled after two days (48 hours).
- A fee of 100% of the net pretax total of all product on Rush Orders or orders with custom product if changed or canceled after 24 hours.

Any non-standard worksurface sizes, panels, fabrics, laminates, paint colors, or product modifications are considered custom.

**Important:** Changing a product size to another size is considered a “cancellation” of one product for another and falls under the above program.

## Add-On Orders

Refer to your AIS Dealer Pricing Program via AIS DealerNet for terms and conditions for add-on orders.

## Payment Terms

A signed purchase order is required for all orders, unless waived by an officer of Affordable Interior Systems, Inc. (AIS). First time orders require a 50% deposit, unless waived by an officer of Affordable Interior Systems, Inc. (AIS). With approved credit, all balances are due within 30 days of invoice date.

## Rush Orders

For orders requiring less than stated lead-time, AIS will determine feasibility of meeting required lead-time and will assess the following “rush fee” if request can be accommodated.

## Credit

Three trade references (including bank and account number) are required. All accounts with balances beyond 30 days of invoice date will be put on credit hold until the balance is paid in full.

## Acknowledgments

Every order is acknowledged via e-mail. Dealer must sign the acknowledgment and return to Customer Service within 24 hours. Orders will be manufactured and invoiced based upon the information on the acknowledgment. If there is any discrepancy, please notify AIS immediately. Orders are accepted by AIS per terms on the acknowledgment.

All acknowledgments contain a two day window estimated shipping date.

If you do not want the merchandise earlier than the specified date, please write “Do not ship for arrival before \_\_\_\_\_” on your purchase order. AIS does not accept any returns once the product has shipped.

## Sales Tax

Affordable Interior Systems, Inc. is registered with multiple states. In this case, we are required by law to collect and remit sales tax to the states in which we are registered. Please download and complete the Multi-Jurisdictional Sales Tax Exemption Form from our website for all states which your company has a valid resale tax exemption certificate. Fax a completed form to our Accounting Department at (978) 562-0811.

Multi-Jurisdictional Sales Tax Exemption Forms are available on DealerNet.

## Freight Policy

FOB origin, freight pre-paid. Delivery includes standard Monday through Friday 7am to 5pm deliveries.

## Tracking Shipments

You will receive an email confirmation after your order has shipped that includes the following information: carrier, contact information and shipping reference number. AIS strongly encourages you to contact the carrier in order to track your shipments closely for an estimated delivery date. Your orders can be tracked online via DealerNet.

## Guaranteed Deliveries

AIS will gladly accept requests for delivery times and for drop-shipments on full truckload shipments. AIS is not able to offer two hour window delivery times for any less than truckload (LTL) shipments. Please contact AIS Project Management or Customer Service if you require delivery on a specific day during standard business hours and for a non-rushed shipment. We offer a guaranteed two hour window receipt on full truckload shipments for \$270 for one truckload, or two or more truckloads for \$540 during standard business hours. Your CSR must be notified two weeks prior to your ship date otherwise additional fees may apply. After-hours, holiday and weekend shipments may be arranged for an additional charge on full truckload shipments. Please contact AIS Customer Service for those rates.

## Call Before Deliveries

You may arrange a delivery with the carrier by noting “Call Before Delivery” on your order, which will typically delay receipt of the product until contact with the receiver has been made. You cannot add a call before delivery on a truckload shipment if you also have a guaranteed delivery arranged. Please note that call before deliveries are estimates only and should not be used when shipping direct to a job site. AIS is not responsible for any damages incurred for any late deliveries, including labor or any other charges resulting from unforeseen delays by any AIS or dealer chosen carrier. AIS strongly urges dealers to take into consideration the risk that carriers typically allow for a two-day delivery range.

# TERMS AND CONDITIONS

## Consolidating Orders

AIS acknowledges orders with a two day ship date range. We are committed to shipping your products within that acknowledged range. Shipments may be combined and consolidated in order to create a full truckload shipment. Shipments may also be hand load- ed in order to avoid LTL spillover. Full truckload shipments have less variable transit times as well as significantly less freight damage. Our goal is always to provide you with the best possible delivery service. Transportation efforts are managed as part of an ongoing effort to improve AIS's transportation efficiency thereby saving fuel, reducing emissions, and reducing air pollution associated with AIS's transportation activities.

### Please note:

Dealer may incur additional carrier Accessorial Fees if not specified and quoted at the time of order for the following, which may include but are not limited to the below. Request for a lift gate must be noted on the Purchase Order. There is a flat fee of \$150 for a lift gate at time of order entry. If you notify AIS or our carrier that you require a lift gate after order has shipped, additional fees will apply. Also note, redirect of shipment after order ships will incur a \$150 fee.

- No loading dock
- Redirect of product
- Refusal of product
- Storage
- Special truck size (standard is 53" trailer)
- Street unloads
- Lift gate requirement
- Detention charges after 2 hours of unload time for TL and 30 minutes for LTL

## Deductions

Deductions from invoices are not allowed, for any reason, without authorization from AIS.

## Delay of Shipment

Acceptance of AIS acknowledgment confirms order ship date. If dealer requests delay of shipment for any period greater than one day from scheduled ship date, storage fees will be assessed. Dealer must submit purchase order for estimated storage costs.

## Orders Shipping Beyond Standard Lead-time

At the time of order, any PO or dealer request that has a ship date beyond AIS lead time will be subject to all price increases or surcharges prior to shipment, unless otherwise noted on approved Special Pricing Agreement.

## Freight Claims

AIS will file freight claims for loss or damage if policy is followed. In order to make this policy maintainable, certain requirements must be met by the consignee in accordance with freight laws and carrier policies. These requirements are as follows:

All damage or lost freight must be reported to AIS within 72 hours of receipt. In the case of obvious damage, it must be noted in short detail on delivery receipt (i.e. scratched surfaces, dented cartons, missing pieces). BOL should be signed as damaged as well.

- If missing or damaged freight is discovered after receipt is completed, consignee must notify Carrier or AIS within 72 hours and request a corrected delivery receipt acknowledging loss or damage.
- A detailed list of missing or damaged pieces is required in order to assess the value of the claim. Please use your packing documents for part #s and label #s when reporting. Upon receipt of this information, AIS will contact the carrier and request an inspection or waiver thereof.
- In the case of concealed damage, AIS must be informed within 15 business days of receipt of product. All damaged product and packaging must be preserved as received pending an inspection or waiver of inspection by the carrier. All product that has a claim pending against it

must be available for carriers to salvage once the claim is paid.

- It is highly encouraged that digital photos are taken of any suspected freight damage. Photographic evidence substantiating claims should be provided electronically to AIS. With concealed damage, photos are required in original packaging, not installed, in order to have punch processed at higher than 85% discount. If there are no photos or product is installed, AIS will offer 85% highest allowable discount on replacement product. Any failure to adhere to these policies and procedures will result in claim responsibility shifting from AIS to the consignee.

## Force Majeure

Seller shall not be liable for failure to perform or for delay in performance due to fire, flood, strike, or any other labor difficulty, act of God, act of any governmental authority or of the Purchaser, riot, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or failure of suppliers to meet their contractual obligations or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, Seller reserves the right to extend the date of delivery or time for completion by a period of time reasonably necessary to overcome the effect of such delay, to allocate any available supply of goods in a manner it deems reasonable, or to cancel any purchase order.

## Liability

Seller, its contractors, authorized dealers and subcontractors or suppliers of any tier shall not be liable in contract, in tort (including negligence and/or strict liability) or otherwise for any special, indirect, incidental or consequential damages whatsoever, including, without limitations, damages or loss of other property or equipment, loss of profits or revenue or loss of use of equipment (including additional expenses incurred in using existing facilities).

The remedies set forth herein are exclusive, and the liability of Seller with respect to any contract or anything done in connection therewith, such as the performance or breach thereof, or from the manufacture, sale, delivery, resale or use of any Product covered by or furnished under the order, whether in contract, in tort (including negligence and/ or strict liability) or otherwise shall not exceed the price of the Product or part on which such liability is based.

## Local Codes

Seller considers its product to be office furniture and subject to all applicable local re, electrical and building codes. Since local codes may vary, the purchaser is responsible for the proper application and installation of AIS product in accordance with the requirements of these local codes. Seller shall not be responsible for any damages or expenses resulting from Purchaser's specifications not conforming to the requirements of the law or local building codes, unless it specifically agrees in writing to do so. Since Seller has no control over the use to which others may put its Products, each user or specifier should determine the Products' suitability for the particular application.

## AIS Supported Specification Software

AIS provides (at no cost) symbols and data libraries for the following applications. Only Authorized AIS Dealers may purchase AIS products. AIS supported software libraries are:

- 20-20 GIZA
- 20-20 CAP
- Project Matrix
- CET Designer

# WARRANTY

**Lifetime Limited Warranty:** Subject to the conditions stated below Aurora Shelving, Aurora Mobile Systems, Times-2/Times-2 Elite Cabinets and Aurora Museum Cabinets warrant to the original purchaser exclusively that the shelving, carriages, the rotary cabinets and museum cabinets (“structural frames”) manufactured by Aurora Storage Products, Inc., will be free from defects in materials and workmanship other than normal wear and tear for the lifetime of the structural frames. During the warranty period, all parts will be provided at no cost. Labor is included at no cost during the first year of the warranty period. For purposes of this warranty, structural frames shall be deemed to exclude all moving parts, controls and guides that have immediate contact with moving parts.

**10-Year Limited Warranty:** Aurora also warrants that all carriage drive motors shall be free from defects in materials and workmanship other than normal wear and tear for a period of ten (10) years from the date of the customer’s written acceptance of installation. During the 10-year warranty period, the carriage drive motor will be provided at no cost. Labor is included at no cost during the first year of the 10-year warranty period reimbursed as per the Labor Reimbursement Schedule.

**5-Year Limited Warranty:** Aurora also warrants that all equipment, other than structural frames and carriage drive motors, shall be free from defects in materials and workmanship other than normal wear and tear for a period of five (5) years from the date of the customer’s written acceptance of installation. During the 5-year warranty period, all covered parts will be provided at no cost. Labor is included at no cost during the first year of the 5-year warranty period reimbursed as per the Labor Reimbursement Schedule.

**1-Year Limited Warranty:** Aurora also warrants that ceramic heaters contained in the Aurora Drying Cabinet shall be free from defects in materials and workmanship other than normal wear and tear for a period of 1 year from the date of the customer’s written acceptance of installation. During the 1-year warranty period, all covered

parts will be provided at no cost. Labor is included at no cost during the first year of the warranty period reimbursed as per the Labor Reimbursement Schedule. If any warranted product shall be proved to Aurora’s satisfaction to be defective, such product shall be repaired or replaced at the option of Aurora. All warranty service for any product manufactured by Aurora must be performed by an authorized Aurora factory representative. This warranty shall be void if any portion of the purchase price shall be due but unpaid in accordance with the terms pursuant to which the product was sold. This warranty shall not apply to product installed, repaired or moved by any party other than an authorized Aurora factory representative or to defects or damage caused by (a) Acts of God or other circumstances beyond Aurora’s control, (b) improper installation, (c) improper electrical supply or environmental conditions, (d) improper operation, maintenance, or storage, or (e) other than normal use or service. **EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, AURORA MAKES NO WARRANTIES, IMPLIED OR OTHERWISE, AND AURORA SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**Limitation of Liability:** Repair or replacement of any defective equipment, or refund of the purchase price paid by the customer in the event Aurora determines such equipment cannot be repaired or replaced, shall be the customer’s exclusive remedy for breach of the warranty for product defects, however caused, and in no case shall Aurora be liable for incidental, consequential, special or other damages, or loss of profits or revenues whether as a result of breach of contract of warranty, Aurora’s negligence, or otherwise. Aurora shall have no liability for any advice or assistance by any party outside the scope of Aurora’s written specification for the manufacture, operation or maintenance of the warranted equipment.



**FOR ALL BRETTFORD PRODUCTS SOLD AFTER JUNE 1, 2020**

Bretford Manufacturing, Inc.® (“Bretford”) designs and manufactures its products to provide dependable operation. Therefore, Bretford warrants to you, the end-use purchaser, that all products it manufactures shall, under their normal intended use in accordance with Bretford published guidelines, be free from defects in material or workmanship for a period of seven (7) years, except as specifically set forth on Schedule A. The warranty period commences on the documented date of purchase, or if such documentation is not provided, then on the date of manufacture. Any product which under its normal intended use fails to function within the warranty period and is found defective in material or workmanship by Bretford, will at the option of Bretford be either repaired or replaced with the same or a functionally equivalent product without charge to you. To the extent permissible, this Limited Warranty is governed by and shall be construed under, the laws of the State of Illinois, and is not assignable.

**Bretford Customization Services**

Products developed by Bretford Customization Services (BCS) will have the warranty period set forth in the applicable Statement of Work (“SOW”) and will follow the warranty terms set forth in this Limited Warranty unless otherwise specified in the SOW.

**Warranty – Not Covered**

This Limited Warranty does not cover product misuse, abuse, any cosmetic damage, nor normal wear and tear. Bretford is not responsible for damage arising from failure to follow instructions, user guides, and other guidelines relating to the product’s intended use. Bretford is not responsible for injury or loss caused by or associated with the installation and/or use of product in any manner other than in strict conformance with the instructions set forth in its installation manuals, supplemental assembly and installation instructions, technical bulletins and/or product literature. Bretford must be immediately advised in writing of any personal injury resulting from the use of its products.

In addition, Bretford does not warrant damages or defects to its products under the following conditions: (a) an Act of God, (b) unauthorized service or repair of the products, (c) damage from electrical power problems, (d) usage of parts or components not supplied by Bretford, (e) unauthorized changes/alterations to the Bretford product, (e) shipping damage (other than original shipment from Bretford if covered in the purchase order), (f) failure to perform preventative maintenance, or (g) damage caused by peripherals or software, vandalism or from other external sources.

All Bretford software is covered by this Limited Warranty for the warranty period set forth on Schedule A. This Limited Warranty is not applicable to: (a) the integration of a Bretford product or software into customer devices not tested or recommended for use; or (b) integration of any Bretford products or software with any third-party software. Bretford does not represent that software operation will be uninterrupted or error free.

**Procedures for Warranty Repairs or Replacements**

In the event that Bretford determines that a product defect is covered under this Limited Warranty, Bretford, at its sole discretion, shall either replace or repair the product. In such cases the labor costs associated with the repair of the product will be the responsibility of Bretford, provided that you follow these procedures. Bretford may direct you to return the product to Bretford for repair services or replacement, may arrange for on-site repair, or may direct you

to a third party for the repairs. You must receive pre-approval by Bretford for the labor costs prior to repair of products under warranty. You must contact Bretford to obtain a Return Material Authorization (RMA) number for any product returned for service or replacement. An RMA number may be obtained by contacting Bretford Customer Experience online or by telephone within your specific region. Contact information is available on the Bretford website [bretford.com](http://bretford.com) and as set forth below. Performance of any repair or replacement of a product under this Limited Warranty does not renew or extend the warranty period.

### **Non-warranty Repair**

Products can become damaged or in need of repair through no fault of workmanship or material. Bretford Customer Experience will attempt to assist customers, resellers or installer/integrators with possible solutions to product repairs not covered by this Limited Warranty. Repairs or replacements on products not covered by this Limited Warranty carry a 90 day limited warranty effective upon receipt or upon installation when the product is returned to service, subject to the terms hereof.

### **Warranty Limitations**

EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY AND TO THE GREATEST EXTENT ALLOWED BY LAW, BRETTFORD MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND NON-INTERFERENCE. BRETTFORD DOES NOT WARRANT THAT YOUR USE OF THE BRETTFORD PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD, TO THE GREATEST EXTENT ALLOWED BY LAW. THIS LIMITED WARRANTY IS SUBJECT TO CHANGE WITHOUT NOTIFICATION, AND MAY NOT BE MODIFIED BY ANYONE OTHER THAN BRETTFORD.

EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, BRETTFORD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE PRODUCT, OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF INFORMATION STORED IN THE PRODUCT.

FOR CONSUMERS: SOME STATES (OR COUNTRIES) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LAST, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. SOME STATES (OR COUNTRIES) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## Making Warranty Claims

Warranty claims should be processed by the end customer contacting the Bretford Customer Experience. Prior to contacting Bretford, please have ready the model number of the unit you are submitting for a claim and the serial number. The model number can be found on the Bretford label attached to the product



Sample Warranty Sticker

*Model numbers can be found on the Bretford label on the underside of the product, on the warranty sticker.*

## Bretford Customer Experience

Bretford Customer Experience can be contacted in one of the following ways:

**Email:** [customerservice@bretford.com](mailto:customerservice@bretford.com)  
**Phone:** +1-847-678-2545  
**US Toll Free Phone:** +1-800-521-9614  
**Website:** [bretford.com/contact](http://bretford.com/contact)

Additional Legal Rights for Consumers. If you acquired a Bretford product for personal family or household purposes, then as a “Consumer” these additional provisions apply to you:

- This Limited Warranty gives you specific legal rights and you may have other rights which vary from State to State (or by Province, Country or Jurisdiction for international consumers).
- Any rights under applicable consumer protection laws for the location in which you purchased your Bretford product or where you now reside, are in addition to your rights herein.

## For Non-US Consumers

Please See the attached Schedule B for additional or differing terms that may apply.

**Schedule A**  
**Exceptions to Standard Warranty Periods**

Custom work-per applicable Statement of Work

One (1) Year:

- Speakers and Switches
- Gas Shock Assemblies
- Locking Components in TechGuard® Charging Locker
- Juice® Mobile Power products and accessories
- Lightning and USB-C Cable Packs

Three (3) years:

- PowerSync® Pro
  - PSPROTRAY10L
  - PSPROTRAY20M
  - PSPROTRAY20S

Four (4) Years

- HB717LL/A
- HGVA2LL/A
- HM962LL/A
- HKWH2LL/A
- HKWJ2LL/A
- HKWK2LL/A

Eight (8) Years

- HKPX2VC/A
- HKPY2VC/A
- HKPZ2VC/A
- HN9B2LL/A
- HN9C2LL/A
- HN9D2LL/A
- HE405LL/B
- HE406LL/B
- HE407LL/B
- HGFM2LL/A
- HGFN2LL/A
- HGFP2LL/A
- HGFQ2LL/A
- HB717LL/A
- HC817LL/A

## Schedule B International Consumers

If you acquired your Bretford product in one of the following countries or regions, the following terms may apply:

### Canada

#### How Consumer Law Relates to this Limited Warranty

The Bretford Limited Warranty gives you specific legal rights, and you may have other rights that vary from Province to Province. Other than as permitted by law, Bretford does not exclude, limit or suspend other rights you may have, including those that may arise from the nonconformity of a sales contract. For a full understanding of your rights you should consult the laws of your Province. Residents of Quebec are governed by that province's consumer protection legislation.

#### Warranty Limitations Subject to Consumer Law

Applicable to all of Canada, except Quebec: To the extent permitted by law, this Limited Warranty and the remedies set forth are exclusive and in lieu of all other warranties, remedies and conditions, whether oral, written, statutory, express or implied. Bretford disclaims all statutory and implied warranties, including without limitation, warranties of merchantability and fitness for a particular purpose and warranties against hidden or latent defects, to the extent permitted by law. In so far as such warranties cannot be disclaimed, Bretford limits the duration and remedies of such warranties to the duration of this express warranty and, at Bretford's option, the repair or replacement services described below. Some provinces do not allow limitations on how long an implied warranty (or condition) may last, so the limitation described above may not apply to you.

### Consumers in the European Union

The Bretford Limited Warranty is a voluntary warranty. It provides rights that are independent of and in addition to the consumer protection laws of the country of purchase. Consumers have the right to request service under either the Bretford Limited Warranty or under applicable consumer protection laws. However, the terms of the Bretford Limited Warranty do not apply to claims under such statutory consumer protection laws. These consumer protection laws also include, but are not limited to the following country specific laws:

- **Austria**- If a product is defective, consumers can in particular exercise the rights under §§ 922 ff. of the Austrian General Civil Code.
- **Belgium**- In the event of a defective product, consumers are entitled to free repair or replacement, by the seller, of products that do not comply with the sales contract within two years of the delivery date (Articles 1641 to 1649, and 1649bis to 1649octies from Belgian Civil Code).
- **Czech Republic**- In the case of a defective product, customers may file a complaint

against the seller in accordance with section 2165 and others of Act No. 89/2012 Coll. Civil Code.

- **France-** Notwithstanding the Limited Warranty, Bretford remains in all cases responsible for the applicable legal warranty and, in particular, Bretford is responsible (i) for any lack of conformity stipulated in Articles L. 211-4 et seq. of the French Consumer Code ("FCC") and (ii) for any hidden defect stipulated in Articles 1641 et seq. of the French Civil Code.

According to Article L. 211-5 of the FCC: "To comply with the contract, the product must:

1. Be suitable for the use normally expected of similar goods and, where applicable:
  - (a) correspond to the description given by the seller and have the qualities that the latter presented to the buyer in the form of a sample or model; and
  - (b) present the qualities that a buyer can legitimately expect in view of the public statements made by the seller, by the manufacturer or by his representative, in particular in advertising or labeling; or
2. Have the characteristics defined by mutual agreement by the parties or be suitable for any special use sought by the buyer, brought to the knowledge of the seller and which the latter has accepted. "

Article L. 211-12 of the FCC provides: "Action resulting from lack of conformity lapses two years after delivery of the goods. "

Article L211-16 of the FCC states: "When the buyer requests from the seller, during the course of the commercial guarantee which has been granted to him during the acquisition or repair of movable property, a delivery in state covered by the warranty, any downtime of at least seven days is added to the duration of the warranty that remained to run. This period runs from the buyer's intervention request or the provision for repair of the goods in question, if this provision is subsequent to the intervention request. "

Regarding the warranty against hidden defects, Article 1641 of the French Civil Code states: "The seller is bound by the warranty due to hidden defects in the thing sold which make it unfit for the use for which it is intended, or which diminish this use so much that the buyer would not have acquired it, or would have given it a lower price, if he had known them. "

The first paragraph of Article 1648 of the French Civil Code provides: "The action resulting from latent defects must be brought by the purchaser within two years from the discovery of the defect. "

- **Germany-** If a product is defective, consumers can in particular exercise the rights under §§ 434 et seq., 474 et seq. of the German Civil Code as well as Directive

1999/44/EC. .

- **Italy**- Consumers always have the rights provided by the Italian Consumer Code, Legislative Decree n. 206 of 6 September 2005. These complaints are subject to the conditions and requirements imposed by local law.
- **Netherlands**- If a product is defective, consumers can invoke the rights they enjoy under Dutch consumer law, as laid down in the Dutch Civil Code.
- **Poland**- In the case of defective products consumer have rights under the Act of 30 May 2014 on consumer rights and the Act of 23 April 1964, the Civil Code.
- **Portugal**- Consumers may have protection from defective products through Decree Law 84/2008, May 31 among others.
- **Spain**- Consumers may have protection under Law 1/2007 on Consumers' and Users' Rights in certain cases.
- **Switzerland**- For purchases made by consumers in Switzerland, in the event of a defective product from the start, consumers can in particular exercise the rights against a seller, stipulated in Arts. 197 et seq. of the Swiss Code of Obligations (the "Code"), in particular all the rights which you can enjoy as a buyer with respect to a seller in the event of a default present since the start of the property under Arts. 197 et seq. of the Code and all the rights which you may benefit from under the Swiss Product Liability Law.
- **Turkey**- If a product is defective, consumers can benefit from the rights included in the Law No. 6502 on Consumer Protection and the Regulation on Warranty Documents issued in accordance with this law.

# Brodart's Limited Twenty-Five Year WARRANTY for Furniture

*Brodart warrants that the Furniture designed and manufactured by it will be free of defects in material and workmanship for a period of twenty-five (25) years.*

*If a defect in material or workmanship is found to exist during the applicable warranty period, the purchaser's sole remedy and Brodart's sole obligation will be, at Brodart's option, the repair or replacement of the Furniture. Such repair or replacement will be at Brodart's sole expense if notice of the defect in workmanship or material is provided during the twenty-five year warranty period.*

*During the first year of the warranty period, Brodart will be responsible for freight charges from curbside at the Purchaser's place of business, provided that such freight is arranged by Brodart through a common carrier. After the first year, the purchaser will be responsible for all freight charges. All products or parts replaced by Brodart shall become the property of Brodart.*

*Purchaser shall promptly notify Brodart of any defect. Warranty claims will not be honored unless received by Brodart before the expiration of the warranty period. The warranty period shall begin on the date the Furniture is shipped to the purchaser. No Furniture will be accepted for warranty work without the prior written approval of Brodart's authorized personnel in McElhattan, Pennsylvania.*

*All Warranties are for the benefit of the original purchaser from Brodart or from any distributor of Brodart, provided that such purchaser purchases the Furniture for its own use and not for resale (the "Original Purchaser"). The warranty is not transferable to any subsequent purchaser of the Furniture from the Original Purchaser.*

*Defects which, in the judgment of Brodart, result from abuse, misuse, improper storage, alteration, unauthorized repair, extreme environmental conditions, acts of God, or failure to follow published instruction for use or assembly are not covered by this warranty.*

*No corporation, firm, or individual is authorized to incur or assume for Brodart any liability in connection with the sale, installation or use of Brodart's Furniture, except as stated in this warranty.*

*Because of material variations in color, grain or texture of wood, Brodart does not warrant the matching of color, grain or texture.*

*This warranty does not apply to chairs, hassocks, swivel, benches or other types of seating supplied by Brodart, or to furniture sold by Brodart which has been manufactured by any other person.*

***THERE ARE NO OTHER WARRANTIES RELATING TO BRODART'S FURNITURE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL BRODART BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY BUSINESS OR OTHER FINANCIAL LOSS RESULTING FROM THE BREACH OF THE FOREGOING WARRANTY.***



**Brodart Co.  
Contract Furniture  
280 North Road  
McElhattan, PA 17748-0280 USA**

Printed in U.S.A.



# Brodart's Limited Lifetime WARRANTY for Table Leg Attachment

*Brodart warrants that the leg plate attachment designed and manufactured by it will be free of defects in material and workmanship for the life of the table. The warranty covers the steel leg plate and all hardware and workmanship required to attach the table leg to the plate and the plate to the underside of the tabletop. All other materials, construction techniques, and workmanship related to table construction are covered under Brodart's limited twenty-five (25) year warranty.*

*If a defect in material or workmanship is found to exist during the applicable warranty period, the purchaser's sole remedy and Brodart's sole obligation will be, at Brodart's option, the repair or replacement of the Furniture. Such repair or replacement will be at Brodart's sole expense if notice of the defect in workmanship or material is provided during the twenty-five year warranty period.*

*During the first year of the warranty period, Brodart will be responsible for freight charges from curbside at the Purchaser's place of business, provided that such freight is arranged by Brodart through a common carrier. After the first year, the purchaser will be responsible for all freight charges. All products or parts replaced by Brodart shall become the property of Brodart.*

*Purchaser shall promptly notify Brodart of any defect. Warranty claims will not be honored unless received by Brodart before the expiration of the warranty period. The warranty period shall begin one the date of the Furniture is shipped to the purchaser. No Furniture will be accepted for warranty work without the prior written approval of Brodart's authorized personnel in McElhattan, Pennsylvania.*

*All Warranties are for the benefit of the original purchaser from Brodart or from any distributor of Brodart, provided that such purchaser purchases the Furniture for its own use and not for resale (the "Original Purchaser"). The warranty is not transferable to any subsequent purchaser of the Furniture from the Original Purchaser.*

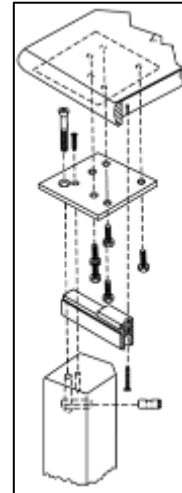
*Defects which, in the judgment of Brodart, result from abuse, misuse, improper storage, alteration, unauthorized repair, extreme environmental conditions, acts of God, or failure to follow published instruction for use or assembly are not covered by this warranty.*

*No corporation, firm, or individual is authorized to incur or assume for Brodart any liability in connection with the sale, installation or use of Brodart's Furniture, except as stated in this warranty.*

*Because of material variations in color, grain or texture of wood, Brodart does not warrant the matching of color, grain or texture.*

*This warranty does not apply to tables sold by Brodart which have been manufactured by any other person.*

**IN NO EVENT SHALL BRODART BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY BUSINESS OR OTHER FINANCIAL LOSS RESULTING FROM THE BREACH OF THE FOREGOING WARRANTY.**



**Brodart Co.  
Contract Furniture  
280 North Road  
McElhattan, PA 17748-0280 USA**

Printed in U.S.A.

# Brodart's Limited Five-Year WARRANTY for Seating

*Brodart warrants that the Seating designed and manufactured by it will be free of defects in material and workmanship for a period of five (5) years.*

*If a defect in material or workmanship is found to exist during the applicable warranty period, the purchaser's sole remedy and Brodart's sole obligation will be, at Brodart's option, the repair or replacement of the Seating. Such repair or replacement will be at Brodart's sole expense if notice of the defect in workmanship or material is provided during the five-year warranty period.*

*During the warranty period, Brodart will be responsible for freight charges from curbside at the Purchaser's place of business, provided that such freight is arranged by Brodart through a common carrier. All products or parts replaced by Brodart shall become the property of Brodart.*

*Purchaser shall promptly notify Brodart of any defect. Warranty claims will not be honored unless received by Brodart before the expiration of the warranty period. The warranty period shall begin on the date the Seating is shipped to the purchaser. No Seating will be accepted for warranty work without the prior written approval of Brodart's authorized personnel in McElhattan, Pennsylvania.*

*All Warranties are for the benefit of the original purchaser from Brodart or from any distributor of Brodart, provided that such purchaser purchases the Seating for its own use and not for resale (the "Original Purchaser"). The warranty is not transferable to any subsequent purchaser of the Seating from the Original Purchaser.*

*Defects which, in the judgment of Brodart, result from abuse, misuse, improper storage, alteration, unauthorized repair, extreme environmental conditions, acts of God or failure to follow published instructions for use or assembly are not covered by this warranty.*

*No corporation, firm, or individual is authorized to incur or assume for Brodart any liability in connection with the sale, installation or use of Brodart's Seating, except as stated in this warranty.*

*Because of material variations in color, grain or texture of wood, Brodart does not warrant the matching of color, grain or texture.*

*This warranty does not apply to any seating supplied by Brodart which has been manufactured by any other person. This warranty does not apply to C.O.M. upholstery material. Standard Brodart textile offerings will carry a two (2) year warranty.*

**THERE ARE NO OTHER WARRANTIES RELATING TO BRODART'S SEATING, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL BRODART BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY BUSINESS OR OTHER FINANCIAL LOSS RESULTING FROM THE BREACH OF THE FOREGOING WARRANTY.**



**Brodart Co.  
Contract Library Furniture  
280 North Road  
McElhattan, PA 17748**

## Warranties & Services

Califone® products are under warranty for use in schools, unlike items purchased from consumer electronic stores, whose warranties would be voided if used within a school. While within a valid warranty period and only with prior authorization, defective products may be returned to the Califone Service Department at sender's cost for service and repair. Out-of-warranty items may be returned for service and repair for a fee. Califone reserves the right to charge an additional fee for products with extensive physical damage, however we will not proceed with service without your authorization.

Warranty covers products outside the United States only if purchased through an authorized international Califone distributor or Califone dealer within the country of purchase. The warranty does not cover improper assembly or installation of parts or accessories not originally intended or compatible with the device as sold, damage or failure due to accident, misuse or neglect, or modification.

Califone warranty policy guarantees our products to be free from defects for the length listed below.

<b>PA Systems</b> Infrared systems/Array Speakers/PA920 series amplifiers only, PA310/PA329 transformers only	Six year warranty
<b>PA Systems</b> PA310/PA329, PA419-02, PA920 series components (Rechargeable Battery, Wireless Receivers, Transmitters, CD Mechanism)	One year warranty
<b>Microphones</b>	One year warranty
<b>Multimedia Players</b> Phonographs, Cassettes, CD, DVD, Boomboxes, and all Jackboxes	One year warranty
<b>Headphones &amp; Headsets - 2 Year Warranty</b> SA370, 2985, HIR Series, CLS Series, 2964	Two year warranty
<b>Heavy Duty Headphones &amp; Headsets - 3 Year Warranty</b> 2924, 1534BK, 610, EH, OH, DS, 3066, SA740, 2800, 2810, HPK (Titanium), 3068 Series, 4100, HS-BE, HS-PA, HS-TI	Three year warranty
<b>Gaming Headsets</b> GH131, GH507	One year warranty
<b>E3 Series Earbuds</b> E3, E3T & E3USB	One year warranty
<b>Lightweight Headphones &amp; Earbud</b> 3060, 3064AV, 3065, CA-2, E2 & 8200-HP	90 Day warranty
<b>Hearing Protectors &amp; Earbud</b> HS5, HS10, HS20, E1	30 Day warranty
<b>Computer Peripherals</b> (except AX-12, Three month warranty)	One year warranty
<b>Document Camera</b> DC596	Two year warranty



Carpets for Kids® provides wear warranties on all of our kids carpets:

### **Carpets for Kids Premium Collection (Includes KIDSoft)**

**Lifetime** Limited Abrasive Wear Warranty

Advanced Anti-Static Protection

Advanced Stain Protection

No Fault Edge Warranty

KIDply Backing

### **KID\$ Value PLUS**

**5 year** Limited Abrasive Wear Warranty

Advanced Anti-Static Protection

Advanced Stain Protection

No Fault Edge Warranty

KIDply Backing

### **KID\$ Value Rugs**

**1 Year** Limited Wear Warranty – excludes backing and serge

Advanced Stain Protection

Skid-Resistant Backing (includes **non-allergenic synthetic** latex)

Soil Resistant

Machine Washable

### **SOLID COLOR COLLECTIONS**

#### **KIDply® Soft Solids Collection**

**Lifetime** Limited Abrasive Wear Warranty

Advanced Stain Protection

Advanced Anti-Static Protection

No Fault Serge Warranty

#### **Soft-Touch Texture Blocks**

**Lifetime** Limited Abrasive Wear Warranty

Advanced Stain Protection

No Fault Serge Warranty

### Mt. Shasta Solids Collection

**Lifetime** Limited Abrasive Wear Warranty  
Advanced Stain Protection  
Advanced Anti-Static Protection  
No Fault Serge Warranty

### KIDplush™ Solids Collection

**15-Year** Limited Abrasive Wear Warranty  
Advanced Stain Protection  
No Fault Serge Warranty

### Mt. St. Helens Solids Collection

**10-Year** Limited Wear Warranty  
Basic Stain Protection  
No Fault Serge Warranty

**Carpets for Kids®** (CFK) is the industry leader in high quality, educational children's rugs. We guarantee that your new carpet will not wear more than 10 percent by abrasion. If this occurs, CFK agrees to replace the carpet subject to its usage schedule. In the event that the identical carpet is not available, you may choose from a selection of carpets of comparable quality.

Damage caused by improper installation, pets, tears, spills, cuts, pilling, shedding, matting, crushing, burns and improper maintenance or cleaning methods are not manufacturing defects and are excluded.

CFK requires the original or other documentation (invoice with purchase date) as proof of warranty coverage. This warranty gives you specific rights. You may have other legal rights which vary from state to state.

In no event shall CFK be liable for incidental or consequential damages, whether in contract, warranty, negligence, strict liability or otherwise. Some states do not allow the exclusion or limitations of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## No Fault Edge Warranty™

Our double-stitched, serged edges are made to stand up to the rigors of schools and childcare environments. However, the serge can be damaged by sharp objects (such as when opening the packaging) or cleaning equipment (vacuuming up the serged edge in the beater bar). **Carpets for Kids now has a "No-Fault" Edge Warranty.**

Simply return your Carpets for Kids rug to *Carpets for Kids Re-serge Center* at your expense and we will re-serge it and ship it back to you at our expense\*. We'll even send you packaging material to send it back in. For information contact our customer service department at 503-232-1203 or via email at [reserge@carpetsforkids.com](mailto:reserge@carpetsforkids.com)

\*Free return shipping valid only in the continental US.

Serge Warranty excludes KiD\$ Value Rugs



### **Warranty Information:**

At the discretion of CEF, we will replace or repair product which proves to be defective in original workmanship or manufacturing that may become evident within the first 12 years from the date of purchase. In order for CEF to honor this warranty, all products must be housed in an environment of controlled temperature and humidity, and the proper guidelines must be followed for care and cleaning.

### **Exceptions:**

- Charging Carts (all components except electrical) -10 years
- Casters (Charging Carts, STEM Carts, Tables)-5 years
- Metal Stools-5 years
- Treated Butcher Block Tops-5 years-Untreated Tops-1 year
- Electrical components on all furniture & charging carts-3 years-Limited lifetime; provided by the surge protector manufacturer.  
Surge protectors are designed to sacrifice themselves in order to save equipment connected to them in the event of a power surge. Consequently, a surge protector that has experienced a surge and no longer conducts A/C power has performed its duty protecting connected equipment.
- Dry Erase/Marker board Surface Laminate-1 year
- Articulating, Fixed or Clamp on Mounted Monitor Arms-1 year
- Locks-1 year
- Pneumatic Sit to Stand Height Adjustable Base-1 year
- Glass Table Tops-1 year
- Untreated (Raw, Natural State) Butcher Block Tops-1 year

### **Exclusions:**

CEF warranty does not apply to:

- Normal wear and tear.
- Abnormal or abusive use of product.
- Transit damage caused by freight carriers other than CEF truck and trailer. Please see separate guideline around freight damages.
- Modifications to product that are not approved by CEF engineering.
- Products not assembled properly, used or maintained in accordance with product instructions and care guidelines.



# BIRD-IN-HAND WOODWORKS LIMITED LIFETIME WARRANTY

## What Does This Warranty Cover?

This limited lifetime warranty covers manufacturer defects for Bird-In-Hand®, Childcraft®, Childcraft Korners for Kids® or Childcraft ABC Furnishings® furniture product's materials or workmanship.

## What Does this Warranty Not Cover?

This warranty does not cover damage, or product failure, from: normal wear and tear, misuse, negligence, acts of god, abuse, accidents, vandalism, freight damage, failure to follow instructions, improper installation, failure to perform routine inspection or required maintenance service, transport from one site or location to another, alternations to the product not expressly authorized by School Specialty, or from any causes having an origin other than in the material or manufacture of the product. Also, consequential and incidental damages are not recoverable under this warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

Some natural variations do occur in all hardwood products, are inherent to their character, and are not considered defects. The matching of colors, grains, or textures of these materials is not covered under this warranty. Outdoor use of any of the products voids this warranty.

## What is Period of Coverage?

The period of coverage is for as long as the original purchaser owns the product. Warranty coverage terminates if product is sold or is otherwise transferred to another person.

Product, Material, or Mechanism	Period of Coverage From Date of Purchase
Hardware and fasteners	2 Years
Casters	2 Years

## Are Accessory Products Excluded?

Accessory products manufactured by suppliers other than Bird-In-Hand, Childcraft, Childcraft Korners for Kids or Childcraft ABC Furnishings, and may be incorporated into the furniture products covered under this warranty are excluded from this warranty. Examples of these excluded accessory products are plastic trays, plastic bins, plastic totes, baskets, fabric curtains and canopies, cushions, and fabric totes.



## What Bird-In-Hand®, Childcraft®, Korner for Kids® or ABC Furnishings® Products are Included?

All Bird-In-Hand®, Childcraft®, Korner for Kids® or ABC Furnishings® furniture products purchased from School Specialty on or after January 1st, 2014.

## What Will School Specialty Do to Correct Problems?

If the product's materials or workmanship is deemed defective by School Specialty®, School Specialty® will, at its sole discretion, do one of the following:

- Replace with the exact item or similar item if original item is no longer available.
- Repair on site or at School Specialty's® manufacturing facility.
- Refund the product's original purchase price.

If deemed replaceable, School Specialty® may require defective product to be returned. Shipping instructions will be provided.

## What Will School Specialty Not Do?

If School Specialty takes action to correct a defect, School Specialty will not renew or extend this warranty to a repaired or replaced product. School Specialty will not honor the attempted transfer of this warranty.

## How Do You Get Service?

Products believed to be defective must be reported to School Specialty promptly. You should contact your School Specialty representative. If your School Specialty representative is unavailable or unable to provide service you should:

Call **1-888-388-3224** or send a letter to:

**School Specialty, Inc.**

Attn: Furniture Merchandising

W6316 Design Drive

Greenville, WI 54942

## Are There Any Limitations On Other Warranties?

Yes, the period of coverage for implied warranties, including warranties of merchantability and warranties of fitness for a particular purpose, are limited to the same period of coverage of this warranty. Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

## How Does State Law Apply?

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state



Furniture & Equipment



# Warranty



Children’s Factory, LLC warrants that its products will be free of defects in materials and workmanship for a period of:

WARRANTY PERIOD		
<b>Active Play</b>	ClassicRider® Trikes	5 years
	Covered Foam-Filled Products	2 years
	Helmets	1 year
	MyRider® Trikes & Bikes	5 years
	Ride-Ons	2 years
	RuggedRider® Trikes	5 years
	SilverRider® Trikes, Wagons & Scooters	5 years
	Taxi Trike	5 years
	Traffic Signs	3 years
<b>Arts &amp; Crafts</b>	Mobile Drying Rack	1 year
	Smocks & Splash Mats	2 years

Assembled Birch	lifetime against manufacturing defects
BaseLine® Tables & Chairs	5 years
Bean Bags (excluding polystyrene beans)	1 year
Educational Rugs	lifetime against manufacturing defects
Mirrors	2 years
MyPosture™ Chairs	10 years
MyValue™ Table & Chair Sets	5 years
NaturalWood™ Tables & Chairs	5 years

Children’s Factory will repair or replace any product which does not meet this express warranty.

Please contact the dealer from where you purchased the product with your original receipt and details of the warranty claim to start the process.

Children’s Factory is committed to offering the highest standard of products by continuing to update and improve all our products. Catalog and website images may not depict most recent updates or versions of every product.



# LIMITED LIFETIME WARRANTY...

## We've Got You Covered

School Specialty warrants Classroom Select or Royal Seating® brand product(s) or component(s) substantial defects (the loss of serviceability) in material or workmanship, under normal classroom use, with some exceptions that are included within this document. This warranty applies to all Classroom Select or Royal Seating brand products/components purchased on or after September 1, 2023.

### What Does this Warranty Not Cover?

Any situations of product failure or damage, because of:

- Normal wear and tear over time
- Misuse, negligence, acts of God, abuse, accidents, vandalism;
- Freight damage, improper installation, failure to follow assembly instructions, failure to perform routine inspection or required maintenance/service, installation & site transport accidents/incidents to product/components;
- Alterations to the product not expressly authorized by School Specialty, product or materials used by a third party other than the primary owner for lease, rental, re-sale, remarketing, and distribution or from any causes having an origin other than in the material or manufacture of the product;
- Materials specified under custom ordering are warranted under the specifications of the manufacturing material supplier and are exempt from this warranty;
- Products considered by School Specialty to be consumables, such as lightbulbs, batteries, and promotional materials are not warranted; or;
- The unsuitability of flooring.
- Damage from environmental factors (water or dense humidity)

Some natural variations occurring in polypropylene, laminate, hard plastic, powder coat, upholstery, or other natural materials are inherent to their character and are not considered defects. The colorfastness and the matching of colors, grains, or textures of these materials are not covered under this warranty. The products are intended for interior use unless otherwise specified by the manufacturer for outdoor use.

Also, consequential, and incidental damages are not recoverable under this warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

### Who is responsible for the Suitability of Flooring?

It is the responsibility of the purchaser to determine the suitability of the flooring to be used with school furniture glides and casters. School Specialty is not responsible for damage to flooring. Products are recommended to be used for their designed and intended purposes.

### What is the period of coverage?

The period of coverage is for the length of time listed below. "Limited Lifetime" coverage lasts for as long as the original purchaser owns the product. Warranty coverage for all products covered under this warranty terminates if the product is sold or is otherwise transferred to another person or entity.

COMPONENT CATEGORY		COVERAGE (YEARS)
<b>SURFACES &amp; MATERIALS</b>  **Warp, cupping, natural movement of wood is possible and expected when exposed to large temperature and humidity changes and not covered under this warranty	Vertical Markerboards - Porcelain Steel	Limited Lifetime
	Vertical Markerboards - Painted Steel	5
	Vertical Markerboards - Laminate	3
	Horizontal Markerboards - Porcelain Steel	10
	Horizontal Markerboards - Painted Steel	5
	Horizontal Markerboards - Laminate	1
	Work Surfaces - Hard Plastic	Limited Lifetime
	Work Surfaces - Solid Wood and Butcher Block**	Limited Lifetime
	Work Surfaces - Phenolic	Limited Lifetime
	HPL Surfaces (T Mold, Lock Edge, and Vinyl Banded Edge)	10
	LPL Surfaces	3
	Tempered Glass	10
COMPONENT CATEGORY		COVERAGE (YEARS)
<b>ACCESSORIES &amp; COMPONENTS</b>	Casters - Hard (Rigid Plastic)	10
	Casters - Soft (Rubber)	10
	Glides - Nylon	5
	Glides - Steel	5
	Glides - Felt	3
	Glides - Rubber	5
	Electronic Accessories	1
	Drawers, Drawer Slides, and Locks	5
	Steel Accessories (Boxes, Racks, Hooks, etc.)	Limited Lifetime
	Rubber Springs	10
	Carpet(s)	3
COMPONENT CATEGORY		COVERAGE (YEARS)
<b>DESKS &amp; TABLES</b>	Adjustable height mechanisms - (mechanical) including mechanisms and levers	5
	Adjustable Height Mechanisms - (pneumatic / gas cylinders) including Mechanisms and Levers	3
	Adjustable Height Mechanisms - (electric)	3
	Steel frames, welded or unitized (desks and tables)	15
	Steel Legs, Activity Table Legs	10
	Folding Table Torsion Bars	16
	Wooden Table Frames	10
COMPONENT CATEGORY		COVERAGE (YEARS)
<b>SEATING</b>  **Softening and flattening of foam and filling materials is possible with normal use and aging and is not covered under this warranty	Seating Controls/Mechanisms/Pivots	5
	Height Adjust Pneumatic Cylinders	5
	Steel Frame Elements (seating)	Limited Lifetime
	Injection Molded Seat Shells	Limited Lifetime
	Upholstered and Foam Seating**	5
	Wooden Seating Frames	10
COMPONENT CATEGORY		COVERAGE (YEARS)
<b>STORAGE</b>	Steel Frame Elements (storage)	Limited Lifetime
	Wooden Storage Structural Elements	10

## What Will School Specialty Do to Correct Problems?

If the product's material or workmanship is deemed defective (NOT serviceable), School Specialty will, at its sole discretion, do one of the following:

- Replace the product; or
- Repair the product on site; or
- Repair the product at the manufacturer's facility; or
- Return the product's purchase price.

If deemed replaceable, School Specialty may require defective product to be returned. Shipping instructions will be provided. If the product is no longer manufactured by Classroom Select or Royal Seating, School Specialty may substitute a comparable product for replacement.

## What Will School Specialty Not Do?

If School Specialty takes action to correct a defect, School Specialty will not renew or extend this warranty to a repaired or replaced product. School Specialty will not honor the attempted transfer of this warranty.

## How Do You Get Service?

Products believed to be defective must be reported to School Specialty promptly. You should contact your School Specialty representative. If your School Specialty representative is unavailable or unable to provide service, you should:

**Call 1-888-388-3224 or email: [CSsupport@schoolspecialty.com](mailto:CSsupport@schoolspecialty.com)**

## Are There Any Limitations on Other Warranties?

Yes, the period of coverage for implied warranties, including warranties of merchantability and warranties of fitness for a particular purpose, are limited to the same period of coverage of this warranty. Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

## How Does State Law Apply?

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.



# We've Got Your Back Warranty

**NEW Lifetime Warranty coverage is included on almost everything we make!**

As a manufacturing company, we appreciate you choosing Copernicus. It is important to us that you are happy with your purchase. If you have ANY problems or questions, please [contact us](#) and we will do our best to help you!



## About our Warranty

We hope you never need to make a warranty claim, but if you do, we promise to explore every way possible to quickly fix it. It's that simple.

There are exceptions to our Lifetime Warranty coverage. The whiteboards on our teaching easels (see our Whiteboard Replacement Parts Program below) and the electric lift on our iRover2<sup>®</sup> family of products both carry a five-year warranty. Dispensers, UV Tech Tub bulbs, and electrical components carry a one-year warranty. Portable sinks and clear panels carry a two-year warranty. Our product warranty is valid when used under the proper application in a classroom, daycare, or library.



## Warranty

Products are guaranteed against material defect and/or faulty workmanship from plant a lifetime with a few exceptions. Wood veneer and electronics are protected for one year. Sanitizer dispensers are warranted for 6 months. During this period Diversified Spaces will replace or repair, at its discretion, any product that upon inspection, exhibits defects in material or workmanship. This warranty shall include the costs of replacement parts or materials and labor. This warranty does not cover damage in transit or damage caused by misuse, abuse or faulty installation, color grain or texture of wood or other covering materials.

No other warranty is expressed or implied.

**The Warranty Claim must be filed with the local authorized dealer. The dealer will review the claim and forward the information to Diversified Spaces for response.**

Issued to:

Authorized Dealer

Dated Issued:

Authorized Signature:

Diversified Spaces  
300 South Krueger Street  
Suring, WI 54174-0160  
Phone: 877-348-9663  
Fax: 920-842-5420



# DRAPER® END USER AV PRODUCT LIMITED WARRANTY AND RETURN POLICY

(USA and Canada Only)

Draper®, Inc. warrants to the original end user that this AV product is free from defects in material and workmanship for the term noted below.

*The quality of  
Draper® audio  
visual products  
is unmatched.*

*We are so sure  
that your  
projection screen  
or mounting  
solution will look  
great and work  
well that we are  
extending our  
warranty  
program.*

*Designed,  
engineered, and  
assembled in  
the USA, we  
stand behind  
our products.*

**YOUR  
PURCHASE IS  
COVERED**

## LIMITED WARRANTY AND RETURN POLICY

- **Acumen™ Series:** 7 years from date of purchase.
- **All other Draper projection screens:** 5 years from date of purchase.
- **AV lifts:** 5 years from date of purchase.
- **Operable AV mounts:** 5 years from date of purchase.
- **Stationary AV mounts and structures:** lifetime of the product.

**Effective Date: August 15, 2020**

This Limited Warranty is not transferable and is limited to the end user and projects for which the product was originally purchased. This Limited Warranty is applicable to products that are repaired or replaced for the balance of the Warranty Period or for ninety (90) days from the date the product is repaired or replaced, whichever is longer. This warranty applies to Draper AV products purchased through a Draper Authorized Dealer or Draper Authorized Reseller.

If a product defect arises during the Warranty Period, the End User may report it to Draper. The End User must follow all instructions provided regarding return or documentation, within a reasonable time after the End User discovers the defect. No returns will be accepted without prior authorization. Subject to the conditions and limitations set forth below (the “Excluded Items”), Draper will, at its discretion, either repair or replace any part of the product that proves defective by reason of improper workmanship or materials. If the End User returns a product to Draper and Draper determines that this Limited Warranty does not apply, Draper will not return the product to the End User unless the End User requests it to do so and pays all expenses of shipment. If the End User does not request and pay for Draper to return the product, it will become the property of Draper, Inc. Any product covered by this Limited Warranty (as determined by Draper) will, after repair or replacement, be shipped back to the End User at the expense of Draper.

DRAPER INC’S TOTAL LIABILITY UNDER THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IS LIMITED TO REPAIR, REPLACEMENT, OR REFUND. REPAIR, REPLACEMENT OR REFUND ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL DRAPER BE LIABLE FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM THE PURCHASE, USE, MISUSE, INABILITY TO USE, OR INABILITY TO INSTALL THE PRODUCT OR FROM DEFECTS IN THE PRODUCT.

*Continued on page 2*





SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY BY DRAPER FOR THE PRODUCT AND IS IN LIEU OF ALL OTHER WARRANTIES. DRAPER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. THIS WARRANTY SUPERSEDES ALL OTHER WARRANTIES, INCLUDING ANY WARRANTIES BASED ON ORAL REPRESENTATIONS.

THIS LIMITED WARRANTY GIVES THE END USER SPECIFIC LEGAL RIGHTS, AND THE END USER MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

### **Excluded Items**

THIS LIMITED WARRANTY DOES NOT COVER DEFECTS CAUSED BY negligence; improper maintenance; improper storage; misuse; installation not in accordance with Draper printed installation instructions; abuse; impact or other force, whether prior or subsequent to installation; normal wear and tear; fire, lightning, tornadoes, or other acts of God; contact with liquid, water, rain, extreme humidity or heavy perspiration, sand, dirt or the like, extreme heat, or food; excessive electrical supply; abnormal mechanical or environmental conditions; application other than intended use; unauthorized disassembly, repair or modification; service by unauthorized provider; installation of unapproved third party products; buyer's remorse. This Warranty also does not apply to any product on which the original identification information has been altered, obliterated, or removed, or has been sold as second-hand.

Draper does not warrant against freight damage, concealed or otherwise. The End User must contact the delivering carrier to report freight damage within 48 hours of receipt of product. Failure to report freight damages within the carrier's guidelines may result in the End User bearing all costs. Failure to sign the delivery receipt acknowledges approval of the product as is and nulls the End User's claim.

### **Governing Law; Dispute Resolution**

This Limited Warranty and the rights contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Indiana, without regard to its choice or conflict of law principles. Any legal action arising under or relating to Limited Warranty shall be settled by binding arbitration in the State of Indiana, unless otherwise agreed by Draper and the warranty holder. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs and expenses but not attorneys' fees. Each party shall bear its own attorneys' fees in connection with any such arbitration. Any such arbitration shall be conducted by an arbitrator experienced in AV products or with legal experience required for such arbitration and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be enforced by a court of competent jurisdiction. All arbitration costs shall be shared by the parties unless otherwise ordered by the arbitrator.

### **Effective Date; Amendment**

This Limited Warranty shall be effective as of August 15, 2020 and shall only apply to products purchased on or after such date.

Draper reserves the right to amend, modify, or withdraw this Limited Warranty or any provisions herein at any time without notice to any party. Any such amendment, modification, or withdrawal will not affect any product purchased prior to the date of such amendment, modification, or withdrawal.

**For more details, please contact Draper or visit our website at**

[www.draperinc.com/warranty.aspx](http://www.draperinc.com/warranty.aspx) | 765.987.7999 | 800.238.7999





All products described herein that are manufactured by Dukane will be warranted in accordance with Dukane's standard warranties that are in effect. Said warranties do not extend to components, parts or accessories manufactured by others, unless so provided. No person, firm, or representative is authorized to assume any obligation or make any warranty on behalf of Dukane other than that so stated for the product.

For electronic warranty statements for a particular product please call 888-245-1966.



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# The Eurotech Seating Limited Lifetime Warranty

- For all products except for 24/7 chairs (see below), Eurotech warrants to the original purchaser all components for the life of the product with the exception of upholstery and foam, which will be warranted for five years.
- For 24/7 chairs, Eurotech warrants to the original purchaser of all 24/7 chairs all components for 5 years with the exception of upholstery and foam which will be warranted for 2 years.
- Eurotech warrants to the original purchaser that all parts will be free from material defects. Eurotech will repair or replace, at its option, any unaltered components.
- Eurotech does not warrant any aftermarket hardware that is installed on the product. This warranty is made as of 10/01/2017.
- Eurotech's warranty is limited to the normal use of the product in a forty hour work week and a 275 lb. weight limit unless otherwise noted.
- Eurotech shall NOT be liable for consequential or incidental damage arising from any product defect.
- Eurotech's warranty is limited to replacement or repair and does not cover cost of transportation and labor. There are no other warranties expressed or implied other than those specifically described. Proof of purchase is required to validate this warranty.
- Eurotech does not warrant customer's own material.



# TERMS & CONDITIONS OF EVERLAST CLIMBING:

Types of Payment Accepted: Visa, Mastercard, Discover, American Express, Electronic Check, Check, ACH and Cash. Payment in full to be made at the time of order. Terms may be granted to business organizations upon credit approval. Invoice discrepancies must be brought to our attention within 10 days. Past due accounts will be assessed a service charge of 1.5% per month or the maximum rate permitted by law, whichever is less. Discounts do not apply to past due accounts.

Product is shipped via UPS Ground Service or LTL Truck. All freight charges are paid by the buyer. Returns must be made within 30 days of receiving the product. Product must be in original condition. Returns must be approved and will not be accepted without a Return Authorization number. All returns are subject to a 15% restocking fee. Custom orders and factory seconds are not returnable or refundable. No exceptions will be made. We reserve the right to replace products with updated products at our discretion. Prices are subject to change without notice.

The color red and product configuration for the Red-Relief Line<sup>®</sup>, Traverse Wall<sup>®</sup>, Magna<sup>®</sup>, Mat-Locking<sup>®</sup> System, WeeKidz<sup>®</sup>, Kersplash<sup>®</sup>, Crystal Clear<sup>®</sup>, StartFIT<sup>®</sup> and EverActive<sup>®</sup> are Registered Trademarks of Everlast Climbing<sup>™</sup>.

**WARNING:** Rock climbing indoors and outdoors is an inherently dangerous sport. The activity of climbing can lead to significant personal injury, disfigurement or death. Even though one may be climbing indoors, on an artificial wall, risks still exist. Artificial holds can spin, and on rare occasions break. Individual climbers and organizations have the sole responsibility for learning and using proper climbing technique and safety practices. The purchasers and users of our products accept full and complete responsibility for any and all damages or injury which may result from the use and/or misuse of any product purchased from Everlast Climbing.

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# FireKing Warranty Information

## **FireKing File Warranty**

If a mechanical or operable part of the Fire King record container malfunctions or breaks down during normal use, Fire King, will at its option, repair or replace such part FREE as long as the original purchaser owns the product. Associated labor costs for the repair or replacement of these parts will be paid by Fire King for two (2) years from the date of purchase (with authorization in advance). In addition, in the event that a Fire King file is damaged in a fire, at any time while in the possession of the original purchaser, Fire King will replace the cabinet free of charge, and ship it freight collect to the original owner.

Warranty service is available by contacting your retail seller, or by contacting Fire King International Inc., 101 Security Parkway, New Albany, IN 47150. Fire King reserves the right to have its representative inspect any product or part to honor any claim, and to receive a purchase receipt or other proof of original purchase before warranty service is performed.

This warranty is limited to the terms stated herein. All expressed and implied warranties including the warranties of merchantability and fitness for a particular purpose are excluded, except as stated above. Fire King disclaims all liabilities for incidental or consequential damages resulting from the use of this product, or arising out of any breach of this warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may have other rights as well, which will vary from state to state.

## **FireKing MediaVault Warranty**

If a mechanical or operable part of the FireKing Media Vault malfunctions or breaks down during normal use, FireKing, will at its option, repair or replace such part FREE for three (3) years from the date of purchase.

Warranty service is available by contacting your retail seller or by contacting FireKing at 101 Security Parkway, New Albany IN 47150. FireKing reserves the right to have a representative inspect any product or part to honor any claim, and to receive a purchase receipt or other proof of original purchase before warranty service is performed.

This warranty is limited to the terms stated herein. All expressed and implied warranties including the warranties of merchantability and fitness for a particular purpose are excluded, except as stated above. FireKing disclaims all liabilities for incidental or consequential damages resulting from the use of this product, or arising out of any breach of this warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may have other rights as well, which will vary from state to state.

### **FireKing Safes**

If a mechanical or operable part of a FireKing safe malfunctions or breaks down during normal use, Fire King International will at our option, repair or replace said part free for a period of one (1) year from the date of purchase.

FireKing safes (other than data safes) are protected by a lifetime guarantee for free replacement in the event of damage by fire. In the event that a FireKing safe is damaged in a fire, at any time while in the possession of the original purchaser, Fire King International will replace the safe free of charge and ship it freight collect to the owner.

Warranty service is available by contacting your retail seller, or by contacting Fire King International at 1-800-457-2424. Fire King International reserves the right to have its representative inspect any product or part to honor any claim, and to receive a purchase receipt or other proof of original purchase before warranty service is performed.

This warranty is limited to the terms stated herein. All expressed and implied warranties including the warranties of merchantability and fitness for a particular purpose are excluded, except as stated above. FireKing disclaims all liabilities for incidental or consequential damages resulting from the use of this product, or arising out of any breach of this warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may have other rights as well, which will vary from state to state.



# Flagship Carpets®

ENRICHING EDUCATION FROM THE FLOOR UP FOR OVER 40 YEARS

734 S. River Street, Calhoun, GA 30701

8 0 0 . 8 4 8 . 4 0 5 5

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

## Warranty on Rugs

**All rugs come with a useful life limited wear warranty.**

Flagship warrants that its rugs will lose no more than 20% of the yarn during the useful life of the rug commencing at the time of the purchase. Flagship warrants abrasive wear only. This warranty does not cover tears, burns, pulls, cuts, pilling, matting, or damage due to improper use or improper cleaning agents or methods, nor does it cover rugs on stairs or outside areas.

## Warranty on Serging

**Three month limited warranty for manufacturer defects only.**

Warranty on serging (yarn around the edges) of rugs: 100% of cost within three months; if the serging around the rug begins to fray (get fuzzy), use a lighter to melt the fraying back into the serging. If the yarn from the serging is completely exposed, cut the yarn close to the rug and then use a lighter. Warranty does not apply to improper maintenance or neglect.

## It is extremely, important to follow the points listed below:

- Do not drag furniture across the serging, it will cause damage to the rug
- Do not allow children to pull the serging
- Please instruct the cleaning department to roll the rug up and set aside before cleaning the floor; any hard surface cleaning equipment will cause the serging to become damaged and will void all warranties

**Labor allowance:** we will not be responsible for any labor costs involved in any returns.

*Because of health concerns, all rugs returned for repair must be professionally steamed or hot water cleaned at customers expense; proof of cleaning will be required.*

**Re-stocking fee:** 20% re-stocking fee plus freight cost. Fees apply to those orders that were ordered in error by end user or distributor. For example, wrong color, size, and/or style. Flagship will not charge the 20% fee for exchanges.

**Time limitations on returns from date received:** 5 days.

**Returns on Items classified as seconds:** no returns or claims.

No returns on used carpet or rugs for any reason unless there is a warranty issue.

Determination of credit will not be determined until final inspection by Flagship Carpets.

**Returns accepted on Flagship branded products only. Returns on proprietary products cannot be completed unless there is a warranty issue.**

**FOR ANY PROBLEMS, PLEASE CONTACT YOUR SUPPLIER**

# Fleetwood Limited Lifetime Warranty

Fleetwood Group Inc. ("Fleetwood") warrants that Fleetwood brand products are free from defects in materials and workmanship for the life of the product, except as set forth below. This warranty applies to Fleetwood Branded Products delivered in the United States and U.S. territories. The warranty is valid from the date of delivery to the original end user and is non-transferable at its option and free of charge (for materials and components). Fleetwood will repair or replace with comparable product, any product, part or component that fails under normal use. If repair or replacement is not commercially practicable, Fleetwood will provide a refund or credit for the affected product. End user means the final purchaser acquiring a product from Fleetwood or a Fleetwood Authorized Reseller for the purchaser's own use and not for resale, remarketing or distribution.

## EXCEPTIONS TO THE LIMITED LIFETIME COVERAGE

12 years: laminate, solid surfaces, natural wood tops, fabrics, casters, glides, levelers, hinges, drawer slides, locks, Rock seating surface and mechanism, Flip & Nest table mechanism, Illusions 2.0 learning wall whiteboards, Evoke shell-to-frame connections

5 years: plastic trays and plastic rails

3 years: electrical components, pneumatic and hydraulic cylinders, soft close hinges

## WARRANTY DOES NOT APPLY TO PRODUCT DEFECTS, DAMAGE, FAILURE OR LOSS RESULTING FROM:

- Normal wear and tear (including, but not limited to, scratching of epoxy tops, maple block tops and phenolic tops, and ghosting on whiteboard desks, tables and Pages, and puncturing of the Rock seating surface)
- Failure to apply, install, reconfigure, or maintain products according to published Fleetwood or manufacturer instructions and guidelines
- Use of abrasive cleaners
- Abuse, misuse, or accident (including, without limitation, use or storage of product in unsuitable environments or conditions)
- Product exposure to water or other liquids
- Unauthorized alteration or modification of the product
- The substitution of any unauthorized non-Fleetwood components for use in the place of Fleetwood components

## WARRANTY DOES NOT COVER:

- Products considered by Fleetwood to be consumables, such as Pages dry erase markerboards.
- Variations occurring in surface materials (e.g., colorfastness, matching grains, textures and colors across dissimilar substrates and lots), and natural aging found in materials such as wood
- Any non-standard products that were explicitly excluded from warranty coverage and captured in writing on the quote
- Other manufacturers' products (Fleetwood will pass along other manufacturers' warrantees.)
- Improper stacking or use of non-approved stacking cart for Evoke seating

## WARRANTY PROVIDES EXCLUSIVE REMEDIES:

- Pursuant to this limited warranty, if a product fails under ordinary use as a result of a defect in materials or workmanship, Fleetwood will 1) repair or, at Fleetwood's option, replace the affected product at no charge with a new or refurbished product of comparable function, performance and quality or 2) refund or credit of the purchase price for the affected product if, at Fleetwood's discretion, Fleetwood determines that repair or replacement is not commercially practicable or cannot be timely made.
  - A product "defect" means an inadequacy in the materials or workmanship of the product that 1) existed at the time when you received the product from Fleetwood or a Fleetwood Authorized Reseller and 2) causes a failure of the product to perform under ordinary use in accordance with the materials and documentation for the product.
  - An "ordinary use" means use of the product 1) in conformance with all applicable local, state or federal laws, codes and regulations (including without limitation building and/or electrical codes) and 2) in accordance with manufacturer recommendations and/or instructions in the materials and documentation for the product.
  - A "Fleetwood Authorized Reseller" means any dealer that 1) is duly authorized by Fleetwood to sell the product, 2) is legally permitted to conduct business in the jurisdiction where the product is sold, and 3) sells the product new and in its original packaging.
- Replacement parts are covered for the balance of the original product warranty.

Fleetwood reserves the right to request that the damaged product be returned prior to granting a remedy.

THIS LIMITED WARRANTY IS THE SOLE REMEDY FOR PRODUCT DEFECT AND NO OTHER EXPRESS OR IMPLIED WARRANTY IS PROVIDED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FLEETWOOD SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES.

FLEETWOOD'S WARRANTY MAY BE AMENDED AT ANY TIME. CONSULT THE WEBSITE FOR THE MOST CURRENT EDITION.






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# Warranties

## Standing Behind Our Products

Quality and performance are hallmarks of our products. We guarantee all products will ship free from defects in material and workmanship. If any product fails to perform under normal use, Ghent will replace it. At the end of the day, we want our customers to say “That’s Exactly What I Wanted!” Surfaces are guaranteed for varying terms depending on surface materials:

		
<p><b>Glass</b></p> <p><b>Whiteboards:</b></p> <ul style="list-style-type: none"><li>Aria Low Profile Glassboards</li><li>Harmony Glassboards with Standoffs</li><li>Hex Glassboards</li><li>Prest Wall Glassboard &amp; Whiteboard</li><li>Coda Circle Glassboard</li><li>Border Glassboard</li></ul>	<p><b>Mobile Boards:</b></p> <ul style="list-style-type: none"><li>EZ Mobile Glassboard</li><li>EZ Mobile Whiteboard</li><li>Graphic Lined Reversible</li><li>Hygienic Porcelain Reversible Board</li><li>Nexus Collection</li><li>Pointe Mobile Glassboard</li><li>Partition</li><li>Prest Mobile Whiteboard</li><li>Reversible Boards</li><li>Roam</li><li>Stroll</li></ul>	<ul style="list-style-type: none"><li>Nexus Tablets</li><li>Monthly Planners</li><li>Desktop Protective Screens</li><li>Clear Mobile Dividers</li><li>Desk to Floor Partition</li><li>Acoustic Desktop Surround</li><li>Display Rails</li></ul>

[Proma Projection Whiteboards](#)  
[DecoAurora Whiteboards](#)  
[Graphic Lined Whiteboards](#)

## Whiteboards:

[Aria Low Profile Glassboards](#)  
[Harmony Glassboards with Standoffs](#)  
[Hex Glassboards](#)  
[Prest Wall Glassboard & Whiteboard](#)  
[Coda Circle Glassboard](#)

## Powder Coated Steel Whiteboard:

[Hex Whiteboards](#)

## Whiteboards:

[Ghent Graphics Collection](#)

## Non-Magnetic Whiteboards:

[M2 Whiteboards](#)

## Porcelain

## Whiteboards:

[Combination Boards](#)  
[Horizontal Sliders](#)

## Bulletin Boards:

[Traditional Cork Bulletin Boards](#)  
[Impression Bulletin Boards](#)  
[Wrapped Bulletin Boards](#)  
[Hex Wrapped Fabric Bulletin Board](#)

## Conference

## Cabinets:

[Double Door Conference Cabinets](#)  
[VisuALL PC Whiteboard Cabinet](#)

## Message Centers:

[Enclosed Bulletin Boards](#)  
[Letterboards](#)

# Limited Lifetime Warranty

Ghent warrants all display cases, space division, and healthcare products to be free from defects in material and workmanship under normal use and care. The warranty covers replacement of parts and material only. This warranty does not cover glass breakage or scratches, light bulbs, or any other damage when used in a manner other than intended. Electrical fixtures are covered for 1 year. Contact Customer Service for all questions, warranty claims, and replacements.

## Display Cases:

Challenger

Colossus

Edge

Spirit

Vantage

Varsity

Champion

## Healthcare:

Swing Changeable Glassboard

Slide Changeable Glassboard

Custom Whiteboard

Pallet Wall

Pallet Mobile

# Component Specific Warranties

Ghent warrants the following products to be free from defects in material and workmanship under normal use and care. The warranty is specific to the individual components of the product.

Contact Customer Service for all questions, warranty claims, and replacements.

[Preserve Outdoor Collaboration](#)

10 year structural, 2 year finish

[Aria Connect](#)

50 year glassboard, 3 year camera

**Subject to the terms, conditions and exceptions stated below, High Point Furniture Industries, Inc. ("HPFi"), warrants that each new finished product, separate component or part ("Product") will be free from defects in material and workmanship, when subject to normal commercial usage, for so long as the Product is owned by the original purchaser.** If the Product is sold by HPFi to a retailer or dealer, the "original purchaser" shall be the purchaser of the Product from the retailer or dealer. Otherwise, the "original purchaser" shall be the purchaser of the Product from HPFi. The original purchaser may not assign this warranty to any other person or entity.

## EXCEPTIONS:

**High-Wear Parts** - High-wear parts such as glides, gas cylinders, casters, ergonomic chair components, polymer-based components, and user-adjustable work surface mechanisms are warranted against defects in material and workmanship only for a period of five years (three years on recliner mechanisms and casters) from the date on which the Product is sold by HPFi or until the product is no longer owned by the original purchaser, whichever is the shorter time period.

**Veneer Finishes** - Veneer finishes are warranted against defects in material and workmanship only for a period of three years from the date on which the Product is sold by HPFi or until the product is no longer owned by the original purchaser, whichever is the shorter time period.

**Electrical Components** - Electrical components are not warranted by HPFi, but may have warranties from the electrical component manufacturer.

**Upholsteries** - Careful consideration is given to our presentation of upholstery offerings. The upholsteries we offer feature the best in appearance, durability and value. However, we have no control over the environment, cleaning or other conditions which may affect colorfastness or durability. Puddling may occur as a result of certain climate conditions and/or the natural stretch inherent in upholsteries and is not a flaw in the upholstery or manufacturing process. HPFi cannot predict or be held responsible for upholstery performance in an installation and does not guarantee against puddling. Customer's Own Materials (COM) selected by and used at the request of a customer are not warranted. We cannot warrant upholsteries beyond the stated warranty provided by the specific upholstery supplier for that specific material whether it is an HPFi core supplier or COM.

## CUSTOMER'S OWN MATERIAL:

If HPFi agrees to use the customer's own material (COM) or leather (COL) on HPFi brand products, or build a custom product:

- HPFi shall have no responsibility for the condition, quality, value, performance, physical properties or any other aspect of the COM or COL.

- HPFi shall have no liability for any damages, injuries or losses to the customer or to any third party that shall be caused by any COM or COL and the customer shall hold HPFi harmless for all liability.

For complete COM/COL order requirements and warranty information see the HPFi COM/COL Order Form on page 147.

## EXCLUSIONS:

This warranty does not apply and no other warranty applies to:

- Normal wear and tear, which is to be expected over the course of ownership.
- Damage caused by the carrier in-transit, which will be handled under freight policy.
- Damage caused by or during installation.
- Modifications or attachments to the Product that do not have the prior written approval of HPFi.
- Products that are not installed or used or maintained in accordance with Product instructions and warnings.
- Damage caused by neglect or misuse of a Product.
- Products used for personal or household use (all products are intended for commercial usage) or for rental purposes.
- Normal Commercial Usage - The Products are designed and manufactured for normal commercial usage. Normal commercial usage for seating is defined as the equivalent of a single shift, forty (40) hour workweek. To the extent that a Product is used in a manner exceeding normal commercial usage, the warranty will be invalidated or HPFi may, at its option, elect to reduce the applicable warranty period on a pro-rated basis.
- Chairs designated 24/7 have a warranty of five (5) years.
- Color Variations and Finishes - Some natural variations occurring in wood, leather or other natural materials are inherent to their character, and cannot be avoided. Therefore they are not considered defects in material or workmanship and are not the basis for a warranty claim. HPFi does not warrant the color-fastness or matching of colors or grains or textures of such materials.

EXCEPT AS SET FORTH ABOVE, HPFI MAKES NO OTHER EXPRESS WARRANTIES WITH RESPECT TO ITS PRODUCTS. HPFI MAKES NO IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ITS PRODUCTS, THEIR CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE BY THE PURCHASER. HPFI FURNISHES THE ABOVE LIMITED EXPRESS WARRANTY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL REPRESENTATIONS OR SAMPLES PROVIDED BY HPFI TO ANY RETAILER, DEALER OR PURCHASER WILL CREATE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO PRODUCTS SOLD BY HPFI.

## REMEDIES:

If any defect in the workmanship and material of any Product appears within the applicable warranty period, HPFi will, at its option, repair or replace the Product, at no charge, upon examination of the Product and verification by HPFi or its authorized representative of the defect and of compliance with the warranty requirements and conditions. The Purchaser must provide such cooperation and information as HPFi or the authorized representative may reasonably request to process the warranty claim.

IN THE EVENT OF ANY DEFECT IN ANY PRODUCT SOLD BY HPFI OR ANY BREACH OF THE LIMITED EXPRESS WARRANTY DESCRIBED ABOVE, THE SOLE REMEDY FOR SUCH DEFECT AND/OR BREACH SHALL BE AS STATED IN THIS PARAGRAPH, AND IN NO EVENT SHALL THE DEALER OR RETAILER THAT PURCHASED THE PRODUCT FROM HPFI OR THE ORIGINAL PURCHASER OF THE PRODUCT FROM THE DEALER OR RETAILER, BE ENTITLED TO RECOVER FROM HPFI ANY DAMAGES, INCLUDING DIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, LOST PROFITS, DOWNTIME OR OTHER DAMAGES OF ANY NATURE WHATSOEVER ARISING FROM BREACH OF WARRANTY OR THE CONDITION, FUNCTION OR USE OF THE PRODUCT.

## APPLICATION OF CURRENT WARRANTY AND PRIOR WARRANTIES:

This express limited warranty applies only to Products manufactured and sold by HPFi on or after April 1, 2001. Products manufactured and sold by HPFi before April 1, 2001 were covered by the warranty in effect at that time and have expired. Further information concerning terms and conditions of prior warranties are available upon request to HPFi.

These warranties are made by HPFi only to authorized dealers and retailers acquiring Products directly from HPFi and the original purchaser of the Product as defined above.

# Warranty

Thank you for selecting Interior Concepts. We focus on providing quality products that meet the expectations of our customers.

Interior Concepts warrants its products to be free of defects in materials and workmanship to the original purchaser of the product during the warranty period. This warranty extends from the date of installation and is based on normal usage of the product. This warranty does not apply to possible damage caused by misuse or field modifications of the product made after installation. This warranty does not cover normal wear of the product such as laminate chipping or the soiling and fading of fabrics.

## WARRANTY DETAILS:

Interior Concepts Furniture Systems	Limited Lifetime
Aveera	7 Years
Campfire	Cart - 7 Years; Cushions - 2 Years
Catch All	7 Years
Dot Table	1 Year
Frame <sup>2</sup>	Lifetime
Otto	5 Years
Project Boards	Limited Lifetime
Seating	Manufacturer's Warranty
Tables	Limited Lifetime

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## COMPONENTS

Drawer/drawer glides, casters, and adjustable height mechanisms	1 Year
Electrical components	1 Year
Fabric	Manufacturer's Warranty
Laminate	1 Year

Upon being notified of a potential warranty defect, Interior Concepts, at its option, will either repair or replace the item as originally specified. Damage caused by a freight carrier is not covered under this policy.

This warranty does not apply to consumable products such as light bulbs or surge protection products. Product alterations or modifications not explicitly approved by Interior Concepts do not qualify for this warranty. Also, this warranty does not cover the installation, relocation, or reconfiguration of product by anyone other than Interior Concepts authorized personnel.

Interior Concepts shall not be liable for incidental or consequential damages arising out of a claim of defective product. This warranty is in lieu of all other expressed or implied warranties and constitutes the sole and exclusive liability of Interior Concepts Corporation.



## **INVENTIONLAND® LIMITED LIFETIME WARRANTY**

**The following Inventionland® warranty applies to products shipped after January 1, 2022.**

Inventionland® promises to repair or replace any Inventionland® brand product or component that is substantially defective (loss of serviceability) in material or workmanship for one year and lifetime for metal components for hanging panels for the original purchaser, or at our election give credit up to the invoice price of the product only. This is your sole and exclusive remedy for products found by Inventionland® to be defective. This warranty, which runs from the date of shipment, is subject to the limitations, exclusions, and other provisions below.

Inventionland® may repair or replace, at its sole discretion, any portion of the subject product, which proves to be defective under the terms of this limited warranty at no further cost to the buyer. Inventionland® shall be liable under this limited warranty only for the cost or, at its option, the repair or replacement of defective products. Inventionland® will not pay labor costs associated with repairs or replacements. All incidental or consequential damages which may arise, including, but not limited to, lost profits, personal property damage, and third-party liabilities are hereby expressly excluded. Likewise, Inventionland® will not be responsible for any damage to the customer's property caused by the incompatibility of the product with the customer's walls, ceilings, flooring and other customer property.

### **Exclusions:**

This warranty does not apply and no other warranty applies to:

- Normal wear and tear, which are to be expected over the course of ownership.
- Defects caused by abusive or abnormal use of the product.
- Damage caused by the carrier in transit, which will be handled under separate terms.
- Modifications or attachments to the product that are not approved by Inventionland®.
- Products that were not installed, used or maintained in accordance with product instructions and warnings.

Inventionland® products are not intended or warranted for outdoor use. In addition, some natural color variations occurring in plastics, laminates, paints, or other natural materials are inherent to their character, and cannot be avoided. Therefore, they are not

considered defects. Inventionland® does not warrant the colorfastness or matching of colors, grains, or textures of such materials. Customer's own materials selected by and used at the request of a user are not warranted.

**Warranty Period:**

- Lifetime warranty on furnishing mount.
- Lifetime warranty on light panel aluminum frames.
- One year on all electrical components.
- One year on dry erase panels.

Please contact Inventionland® at [1-800-371-6413](tel:1-800-371-6413) if you have further questions.



**IRONWOOD MANUFACTURING INC.**

## **Ironwood Guarantee**

### Factory Assembled

Manufactured to the most exacting standards and inspected several times throughout the manufacturing process, Ironwood furniture is guaranteed to be free from defects in materials and workmanship for up to ten years after purchase. This guarantee is limited to repair and replacement only and does not cover damage outside our control or damage that results from ordinary use.





## Terms & Conditions

### Limited Warranty

Jaypro Sports warrants all of our products against defects in workmanship and material for three years, from the date of shipment, unless otherwise noted in this catalog. Nets are warranted for one year. Normal deterioration of products due to weather, wear and tear or other causes that do not affect functional use are not covered by this warranty.

In no case do we warrant any product's safe and useful life to be greater than twelve years. Alteration or modification of the product voids any warranty. Jaypro Sports reserves the right to repair, replace or refund, as appropriate. Please contact Jaypro Sports for instructions and return authorization.

This limited warranty is exclusive and in lieu of all other warranties, expressed or implied, including warranties of merchantability and fitness for a particular purpose. Jaypro Sports shall not be liable for any incidental or consequential damages of any nature whatsoever. This warranty gives you specific legal rights, and may also have other rights, which vary from state to state.

### Pricing

Prices are subject to change without notice.

### Payment Terms

All orders are subject to credit approval. Payment on account is due 30 days from invoice date. All past due accounts are subject to a 1-1/2% per month (18% per year) interest charge and collection costs.

### Ordering

Jaypro Customer Service Representatives are ready to help you from 8:30am to 5:00pm EST. Please verify the accuracy of your order particularly as to shipping instructions, model number, quantities, unit of measure and color. Customers are responsible for all freight charges plus a 25% restocking charge to cover cost incurred in correcting inaccurate orders. Please help us avoid this problem.

Please note you need not mail written confirmation of a phone order, but if sent, it must show the same purchase order number stated on the phone and must be marked "Confirmation of Phone Order".

### FOB - Destination

Jaypro ships freight FOB Destination. Any lost or damaged freight must be noted on the bill of lading at time of delivery

and immediately reported to Jaypro Sports.

## Product Redesign

Jaypro Sports reserves the right to redesign or change materials of products shown in this catalog in order to improve safety, durability, installation, or value.

## Return Goods

To return an item please contact Jaypro Sports (800.243.0533) within 30 days of shipment. A representative will issue a Return Authorization (RMA). Please note: **Custom items are not returnable.** Items returned in like new condition and without defect will be issued a credit, minus a restocking fee, to be applied for use with future orders. Items must be returned in original packaging and shipped prepaid in accordance with Jaypro approved shipping instructions. Please indicate the RMA number on the shipping label.

## Warning

All sporting activities carry the risk of injury to the participants. Improperly maintained equipment and inadequately supervised programs are significant contributing factors. All equipment must be thoroughly inspected and maintained to reduce the risk to the users.

## Limited Lifetime Warranty

Luxor warrants to the original purchaser that all cabinets manufactured will be free from defects in materials and workmanship under normal use for as long as the products are at the original installation site. In the event such a defect is determined to exist, at Luxor's discretion the defective piece will be fixed or replaced.

This warranty is limited to the replacement or to the repair of the defective product, at the sole discretion of Luxor, and does not include service, labor, or transportation charges related to the removal of the defective product or the installation of the replacement product. This warranty does not cover in any way modified, improperly installed or damaged prior to or during the installation, natural disaster and normal incidental deterioration of the product from normal or negligent use. Furthermore, this warranty does not cover defects resulting from exposure to moisture, humidity and extreme temperature content in the area where the product has been installed.

This warranty applies only to defects and does not apply to the natural aging and mellowing of wood finishes. Cabinets colors may darken or lighten over time. These variations are considered to be the nature of the material in relation of their environmental exposure.

To make a claim under this warranty, the customer must first notify Luxor of the defect by contacting our team via email or fax, including the request a proof of purchase (complete order with L- number) and pictures of the defect component. Luxor will repair or replace any defective part, and ship directly to the dealer and shipment cost shall be at customer's expense. Luxor may require the customer to return the defective part before the replacement at Luxor's option. Luxor may also require payment of the freight cost before shipping.

### LIMITED LIFETIME WARRANTY ON DRAWER AND ADJUSTABLE SHELVING

Luxor warrants that all drawer components, (excluding decorative drawer front and decorative hardware) and all interior adjustable shelving components installed by Luxor in any cabinet, will be free of defects in materials and workmanship as long as the original customer owns the product. In the event such a defect is determined to exist in these component parts, as its option. Luxor will either repair or replace the defective component. All hardware and accessories are under the manufacturer's warranty. Luxor's warranty does not guarantee hardware and / or accessories.

This warranty shall not apply to:

Any defects caused as a result of misuse, abusive operation negligence, accident, improper use or installation or insufficient care.

Improper handling, modifications or repairs made at and following the moment of delivery.

Any defects to the surface caused by normal wear and tear or any color change caused by time.

Any loss of use of the product and any installation and transportation costs necessary for application of this warranty or any other consequential damage or inconvenience.

This warranty constitutes the entire warranty given by Luxor and no authorized retailer, agent or employee is authorized to extend or enlarge this warranty on behalf of Luxor.

Luxor continually seeks to improve and revise the product line. In doing so, we reserve the right to make changes in materials and specifications for Luxor products without prior notification. Materials and specification changes are not valid reasons for product refusal or replacement under warranty claims.

The warranties contained herein are not transferable to subsequent owners and cannot be enforceable by any party other than the original purchaser.





## **Our Guarantee: 100% Customer Satisfaction**

For more than 50 years, M+A Matting has been America's leader in innovative floor protection systems, industrial safety, anti-fatigue products, and high performance entrance matting.

We stand behind our products. We promise our customers an unconditional, 100% satisfaction guarantee for the life of the product.

If you are looking to minimize floor maintenance, prolong floor surface life, reduce cleaning costs, improve safety, or increase worker comfort, ask for M+A Matting.



## WARRANTY

All standard products manufactured by Mediatechnologies LLC, unless otherwise covered by a product specific guarantee and or warranty, are guaranteed against defective material and workmanship for a period of five (5) years from the date of purchase. Fabrics are warranted for period of one (1) year.

Mediatechnologies LLC does not warranty any product or hardware which has been installed incorrectly, exposed to high humidity, moisture and extreme temperatures for long periods, excessive loads, misuse, abuse or was not manufactured by Mediatechnologies LLC.

We will repair or replace, at our discretion, any defective item without cost to our customer. This is customer's sole and exclusive remedy against us. No delay in shipment or delivery shall give rise to any liability for damages whatsoever. We are not liable for defects caused by customer or any third party. Customer is not authorized to make any repairs whatsoever or to deduct any amount from the purchase price.

In no event shall our liability under this warranty exceed the purchase price. In no event shall we be liable for incidental, special or consequential damages. We disclaim all other warranties, express or implied, as to any matter whatsoever, including without limitation, quality, design, performance, specifications, samples, condition, merchantability and fitness for any particular purpose. No action may be commenced for breach of this warranty more than six months after the cause of action accrues and any such action may only be brought in the county of Oceana, State of Michigan.



**Corporate/Manufacturing:**  
2885 Lorraine Ave · Temple, TX 76501

**Showroom:**  
4930 S Congress Ave Ste 305 · Austin, TX 78745

**Phone:** 800.749.2258 · **Fax:** 866.888.7483

**Web:** [www.moorecoinc.com](http://www.moorecoinc.com)

### MooreCo Products Limited Lifetime Warranty:

MooreCo warrants that your Product is free from defects in materials or workmanship for the lifetime of the product unless listed on the below schedule. This warranty only applies to Products purchased directly from an authorized MooreCo dealer and is only valid for the original purchaser and for the original installation. The warranty is terminated upon transfer, sale, or modification of the Product.

If a Product is defective in materials or workmanship, MooreCo will replace or repair it at no charge, based on the below schedule. This is your sole and exclusive remedy, and repair or replacement of the Product will be at the sole discretion of MooreCo and is your sole and exclusive remedy for products found by MooreCo to be defective. Shipping charges to the repair facility will be the responsibility of the purchaser, and shipping charges to return the repaired Product to the purchaser will be paid by the purchaser, except for Products returned for repair during the first 30 days after purchase, in which case all shipping charges will be paid by MooreCo. MooreCo will not pay labor costs associated with repairs or replacements. All incidental or consequential damages which may arise, including, but not limited to, lost profits, personal property damage, and third party liabilities are hereby expressly excluded. Likewise, MooreCo will not be responsible for any damage to customer's property caused by incompatibility of the product with customer's flooring and other customer property. MooreCo shall be liable under this limited warranty only for the cost or, at its option, the repair or replacement of defective products. This warranty is subject to the limitations, exclusions and other provisions below, and applies to Products purchased after January 27, 2022 which are delivered within the United States of America and the Commonwealth of Canada.

Discontinued products will be replaced with "like product" at MooreCo's discretion. MooreCo will not renew or extend this warranty to a repaired or replaced product. MooreCo will not honor the attempted transfer of this warranty.

Some natural variations occurring in polypropylene material or other natural materials are inherent to their character and are not considered defects. MooreCo does not warrant the colorfastness or matching of colors, grains, or textures of these materials. Customer's Own Material (COM) selected by and used at the request of an original purchaser is not warranted. Our products are intended for interior use — exterior use of them will void the warranty.

MooreCo seating is tested and warranted for users up to 253lbs. Use above that weight is not tested or warranted and considered misuse and abuse.

Use of "short throw", wall mounted projectors are only warranted on the Interactive Projector Board (2G5 and 4G5) series and Interactive Projector Board + Whiteboard System (764XX).

Porcelain surfaces may have minor surface imperfections due to the manufacturing process. If these imperfections cannot be seen from 3 feet under diffuse (dead) light and without "searching", they are not covered under warranty. Any surface imperfection from the factory shall erase as with the rest of the surface or will be covered under warranty.

The particular Product lines, materials and components listed below are warranted according to the following schedule from the date of sale:

Products	Warranty
Chair/Desk/Table Frames and Compass Storage	Lifetime
Book Boxes/Book Baskets/Backpack Hooks	Lifetime
Porcelain Surface	Lifetime
Seating controls, pneumatic cylinders, bushings, folding mechanisms, rocker/wobble bases	1 Year
Glides	6 Years
Casters	13 Years
Chair Shells/Other Injection Molded Products and Table Tops	13 Years
Clear Plastic/Acrylic	1 Year (Does not cover scratching by user – wear and tear)
PVC and melamine laminate desks, tables, workstations, carts, and other furniture	1 Year
Dry Erase Laminate Table Surface	1 Year
Economy Soft Seating Fabric	1 Year
Soft Seating Fabric	See Fabric Vendor for Specific Warranty Information
Electrical Components	1 Year (unless otherwise stated)
The surface of whiteboards and mobile whiteboards with surface of Dura-Rite	20 Years
The surface of whiteboards and mobile whiteboards with surface of Magne-Rite and tack boards	10 Years
The surface of whiteboards and mobile whiteboards with a surface of TuF-Rite	5 Years
iTeach and Tablet/Chromebook charging carts – with exception of electrical components	12 Years
iTeach and Tablet/Chromebook charging carts – electrical components only	1 Year



**Corporate/Manufacturing:**  
2885 Lorraine Ave · Temple, TX 76501

**Showroom:**  
4930 S Congress Ave Ste 305 · Austin, TX 78745

**Phone:** 800.749.2258 · **Fax:** 866.888.7483  
**Web:** [www.moorecoinc.com](http://www.moorecoinc.com)

Products	Warranty
Solid Wood Seats and Solid Table Tops	1 Year finish defects and workmanship. 10 Years structural against loss of serviceability
Beanies by MooreCo	Seams and Zippers - 1 year (indoor and outdoor)
iTeach Electric Height Adjustable Flat Panel Wall Mount Structural /Electrical	7 Years
iTeach Spider Flat Panel Cart with Electric Mount Structural /Electrical (excluding casters)	7 Years
MoorePower Tower Structural/Electrical	7 Years

**Exclusions:** This warranty does not apply and no other warranty applies to:

- Normal wear and tear, which are to be expected over the course of ownership.
- Damage caused by abuse, misuse, neglect, vandalism, accident, modifications, water, or fire.
- Damage caused by the carrier in-transit, which will be handled as claims against the carrier.
- Damage caused during unloading or installation, which will be handled as claims against the installer.
- Modifications or attachments to the Product that are not approved by MooreCo.
- Products that were not installed, used, or maintained in accordance with Product instructions and warnings.
- Products used for rental purposes.
- Adhesive products installed at temperatures below 50°F (10°C).
- Labor and/or materials to remove and replace Products.
- Non-standard or published products.
- Damage caused by environmental issues, including use and/or storage of the Product in facilities subjected to uncontrolled high temperatures.
- Third-party products – MooreCo, to the extent possible, will pass through to the original purchaser (and process claims under) any warranty provided by third-party products supplied to MooreCo.
- Normal aging and wear of fabrics, filling materials, and finishes of soft seating and other upholstered products

TO THE EXTENT ALLOWED BY LAW, MOORECO MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MOORECO WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES. THIS WARRANTY DOES NOT COVER CONSEQUENTIAL DAMAGES, LOSS OF TIME OR USE, OR OTHER INCIDENTAL DAMAGES.

**NOTICE TO PURCHASERS FOR HOME OR PERSONAL USE:** Federal law does not permit the exclusion of certain implied warranties for consumer Products. Therefore, if you are purchasing this Product for home or personal use, the exclusion of implied warranties noted in the above paragraph does not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

To obtain service under this limited warranty: by following the procedures regarding warranty claims outlined below, you can be assured of the best level of service.

1. Contact MooreCo by phone at 1-800-749-2258 or by mail at 2885 Lorraine Avenue, Temple, Texas 76501 within 30 (thirty) days of discovery of the defect. Be prepared to prove you are the original purchaser of the Product and provide your model number, description of the Product, and description of the defect. Then provide MooreCo with your name, address, area code, and telephone number.
2. MooreCo will review all pertinent information regarding the claim, including inspection of the Product if deemed appropriate by MooreCo.
3. If MooreCo affirms that the Product in question is eligible under the conditions of the limited warranty as stated above, the customer service representative or another representative of MooreCo will determine whether to provide replacement parts, authorize repairs, or replace the Product.

PRODUCTS RETURNED TO THE MOORECO FACILITY WITHOUT A RETURN AUTHORIZATION WILL BE REFUSED.

## WARRANTY

National Recreation Systems, Inc. ("company") warrants to owner ("owner") products to be free from defects in material and workmanship, after proper assembly, and under normal conditions for the type of product, according to the following terms and conditions:

- A) 1 YEAR WARRANTY - failure of structural strength of any framework component.
- B) 5 YEAR WARRANTY - aluminum plank will not blister, crack, peel or flake due to weather, temperature changes, continued exposure to rain, snow or U.V. rays from the sun.
- C) The warranty period shall begin from the date title to the goods passes to the owner (typically F.O.B. Factory).
- D) Damages resulting from improper usage, abuse, alteration, negligence, transportation, fire, lightning, caustic chemicals, acts of God, improper maintenance or other causes beyond the control of the "company" are excluded.
- E) Any claim for defects covered by warranty shall be promptly presented, in writing, to NATIONAL RECREATION SYSTEMS, INC., Fort Wayne, IN 46858-1487, Attention: Warranty Service Department. The "company" then shall provide "owner" written instruction for remedy.
- F) Should defects covered by warranty occur the "company" shall repair or replace, at its option and at no cost to the "owner", the defective "product" or defective portion thereof subject to the terms and conditions of the warranty.

The "company" shall not be liable to the "owner" for consequential damages for breach of any written or implied warranty on its "products", and shall not be liable to the "owner" for any incidental damages, for breach of any written or implied warranty unless incurred by the "owner" because the "company" did not perform any remedy hereunder within a reasonable time or because the "company" has imposed an unreasonable duty upon the "owner" as a condition of securing any remedy hereunder. "Owner's" exclusive remedy and damages shall be limited to the repair or replacement of defective "products" as provided herein. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply.

This writing contains the entire agreement between the "company" and the "owner", and the warranties expressed in the first paragraph herein excludes all other warranties, such as those made by dealers, distributors, contractors, or applicators of the "products" of the "company".

All warranties, either expressed or implied, of merchantability of fitness for a particular purpose are limited to the term hereof. Some states do not allow limitations in how long an implied warranty lasts, therefore, the above limitation may not apply to the "owner".

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

Effective on any product shipped on or after 10/2012.



## **Nook Air**

### **How long is this Limited Warranty valid?**

The limited warranty for the NOOK remains in force for one (1) year and is valid from the date of purchase.

### **What is covered under this Limited Warranty?**

The limited warranty covers defects in material and workmanship on all main parts in the NOOK, from the date of purchase.

### **What will NOOK do to correct the problem?**

NOOK will examine the product and decide, at its sole discretion, if it is covered under this limited warranty. If considered covered, NOOK through its own service operations, will then, at its sole discretion, either repair the defective product or replace it with the same or a comparable product.

If it is covered by this limited warranty, NOOK will pay the costs of repairs, spare parts, labor and travel for repair staff, that NOOK incurs, provided that the product is accessible for repair without special expenditure.

This does not apply to any repair work not authorized by NOOK. Replaced parts become the property of NOOK.

If the item is no longer sold by NOOK, NOOK will provide an appropriate replacement. It is NOOK that determines, at its sole discretion, what constitutes an appropriate replacement.



### **What is not covered under this Limited Warranty?**

This limited warranty does not apply to products in the NOOK system that have been stored or assembled incorrectly, used inappropriately, abused, misused, altered, or cleaned using the wrong cleaning methods or with the wrong cleaning products. This limited warranty does not cover normal wear and tear, cuts or scratches, or damage caused by impacts or accidents.

This limited warranty does not apply if the products have been placed outdoors, in prolonged direct sunlight or in a humid environment.

This limited warranty does not cover consequential or incidental damages. For customers in the US only: Some states do not allow the limitation or exclusion of incidental or consequential damage, so this limitation or exclusion may not apply to you.

This limited warranty does not apply if the product has been used for commercial rental to third parties.

### **Care instructions**

For all surfaces except upholstery & table: spray with a household window cleaner product and wipe clean with paper towel. For a deeper clean, use a white scouring pad. Upholstery: Depends on Upholstery range. See separate cleaning guide provided at the time of purchase. Table: If laminate, use the 1st method above. If lacquered wood veneer, use a lacquer spray polish and soft cloth.

### **How country, provincial and state law applies**

This limited warranty gives you specific legal rights, and is in addition to your statutory legal rights.



## Huddle, Solo, Shelter

### **How long is this Limited Warranty valid?**

The limited warranty for the NOOK remains in force for three (3) years and is valid from the date of purchase.

### **What is covered under this Limited Warranty?**

The limited warranty covers defects in material and workmanship on all main parts in the NOOK, from the date of purchase.

### **What will NOOK do to correct the problem?**

NOOK will examine the product and decide, at its sole discretion, if it is covered under this limited warranty. If considered covered, NOOK through its own service operations, will then, at its sole discretion, either repair the defective product or replace it with the same or a comparable product.

If it is covered by this limited warranty, NOOK will pay the costs of repairs, spare parts, labor and travel for repair staff, that NOOK incurs, provided that the product is accessible for repair without special expenditure.

This does not apply to any repair work not authorized by NOOK. Replaced parts become the property of NOOK.

If the item is no longer sold by NOOK, NOOK will provide an appropriate replacement. It is NOOK that determines, at its sole discretion, what constitutes an appropriate replacement.

### **What is not covered under this Limited Warranty?**

This limited warranty does not apply to products in the NOOK system that have been stored or assembled incorrectly, used inappropriately,





abused, misused, altered, or cleaned using the wrong cleaning methods or

with the wrong cleaning products. This limited warranty does not cover normal wear and tear, cuts or scratches, or damage caused by impacts or accidents.

This limited warranty does not apply if the products have been placed outdoors, in prolonged direct sunlight or in a humid environment.

This limited warranty does not cover consequential or incidental damages. For customers in the US only: Some states do not allow the limitation or exclusion of incidental or consequential damage, so this limitation or exclusion may not apply to you.

This limited warranty does not apply if the product has been used for commercial rental to third parties.

### **Care instructions**

For all surfaces except upholstery & table: spray with a household window cleaner product and wipe clean with paper towel. For a deeper clean, use a white scouring pad. Upholstery: Depends on Upholstery range. See separate cleaning guide provided at time of purchase. Table: If laminate, use 1<sup>st</sup> method above. If lacquered wood veneer, use a lacquer spray polish and soft cloth.

### **How country, provincial and state law applies**

This limited warranty gives you specific legal rights, and is in addition to your statutory legal rights.

## Warranty

PALMER HAMILTON, LLC warrants that its products shall be free from defects in original material and workmanship for the period listed below from the original shipment date or substantial completion date. This warranty shall not apply to normal wear and tear. In the event products are damaged as a result of misuse, abuse, vandalism, neglect, accident, improper application, and modification or repair by persons not authorized by PALMER HAMILTON, the company reserves the right to render any warranties null and void. The company will, at its discretion, repair or replace any defects. Any repair or replacement must be approved in advance by the factory before any action is taken. There are no implied warranties of fitness or merchantability, and there are no other expressed warranties beyond the warranties expressed here.

Product Name / Family	Warranty (in years) (also see limitations and exclusions page)
<b>Mobile, Outdoor &amp; Accessories</b>	
Mobile Folding Tables, Wall Pocket Systems, T-Rex, PHlip™	15 <sup>A</sup>
Recycle & Trash Receptacles, Condiment Centers, Covey – Cluster Seating, Centra – Tables & Benches	5 <sup>B</sup>
Rally™ - power hub and power accessories. - table surface, frame and base. - wood seats/upholstered seats.	1 15 <sup>B</sup> 5
Inspiration™	5
Synergy	5
Getzen Coated Metal	5 <sup>B</sup>
Getzen Concrete	2 <sup>B</sup>
<b>Palmer Hamilton Design</b>	
Cabinetry, Planters, & Crowd Control Products	5 <sup>C</sup>
Art & Décor Products	5 <sup>C</sup>
Window Film	Limited 2 year warranty.
<b>Multipurpose Tables</b>	
Aero, Alloy, Story, Sync, Discovery	5
Conversation	1
RE-LOAD™ - charging hub, charger and battery. - table surface, frame and base.	1 <sup>D</sup> 5 <sup>D</sup>
Tiki	2
<b>Seating</b>	
Chariot™ - Booths, Settees & GoPanels	5
Buddy Bench	5 <sup>B</sup>
Encore - Chairs	5
Hive®, Daisy - Collaborative Lounge	5 also see Hive® Pricer for details
Filo, Jackson, Kendo, Tiki - Chairs	2
Kurpie - Chairs	1
Method - Chairs	10

Spree - Chairs	5
TimberRidge - Chairs	1
All other metal frame stack chairs	2
<b>Other</b>	
Carts, Booth Movers, Essay	5
Booth Movers	2
Essay – Library Shelving and Circulation Desks	15
SES Cabinet	1
Serving Line Equipment	15 <sup>B</sup>
Serving Line Carts	1
Umbrella	1

**Note:** For <sup>A,B,C,D</sup> and other details, see limitations and exclusions page as it is an integral part of our Warranty Policy.

## Warranty Terms, Conditions, Limitations and Exclusions

### General Exclusions/Limitations:

- Any frame leg and/or foot glide, bumper, threaded leveling glide, or endcap contained on or within any of Palmer Hamilton's products sold is considered a normal wear and tear item and not subject to warranties specified in tables on page 1 and 2, whether or not footnoted in table. This includes, but is not exclusive to, any mobile products, chair or stool products, or any HIVE® or DAISY collaborative furniture.
- Customer warrants that Palmer Hamilton products are suitable for use in their environment and this warranty does not cover any additional claims resulting in indirect, consequential, or accidental damages to their environment.
- Warranty periods for products are valid for an intended use environment based on an 8 hour per day, 40 hour per week.

### Mobile, Outdoor & Accessories:

- <sup>A</sup> **T-Rex** – 60" round single flip top table is warrantied for 5 years.
- <sup>B</sup> Products sold in these categories from time to time may include components sourced from independent vendors and, as a matter of course, will reflect the vendor's warranty terms, conditions, and duration. The warranty on these components may be less encompassing than Palmer Hamilton's stated manufacturer's warranty. Claims against these products will be reviewed on a case-by-case basis.
- **Getzen Metal** – 5 Year warranty on thermoplastic elements, and 1 year warranty on powder coated components. See <sup>B</sup> Products note above.
- **Getzen Concrete** – 2 Year warranty on concrete components. See <sup>B</sup> Products note above

### Palmer Hamilton Design:

- <sup>C</sup> Products sold in these categories from time to time may include components sourced from independent vendors and, as a matter of course, will reflect the vendor's warranty terms, conditions, and duration. The warranty on these components may be less encompassing than Palmer Hamilton's stated manufacturer's warranty. Claims against these products will be reviewed on a case-by-case basis.

### Multipurpose Tables:

- **Alloy** – Cast bases and columns are warrantied for 5 years. Indoor particleboard and MDF core tops have a 5 year warranty. Indoor/outdoor composite tops have a 3 year limited warranty.
- <sup>D</sup> **RE-LOAD™** – See RE-LOAD™ Operations Manual for details.

### Seating:

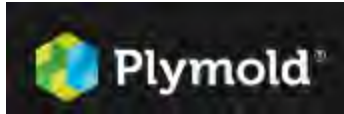
- **Chariot™ Booth** – Frame and fiberglass units are warrantied for 5 years. For fabric upholstered seats or seat backs, only the warranty offered by the original fabric manufacturer applies. COM or COL fabrics supplied by the customer are not warrantied by Palmer Hamilton.

- **Encore** Chairs – 5 year structural warranty. For upholstered seats or seat backs, only the warranty offered by the original fabric manufacturer applies. Does not include wear items (glides, finishes and upholstery).
- **Spree** Chairs – Upholstery treatments and fabrics are subject to warranties offered by the respective fabric manufacturer.
- **Daisy** - Frame and structure are warrantied for 5 years. For upholstered fabrics, only the warranty offered by the original fabric manufacturer applies. COM or COL fabrics supplied by the customer are not warrantied by Palmer Hamilton.
- **Hive®** – Because of the extremely custom nature of this product line, please see the Hive® Pricer for coverage limits and exclusions.

Other:

- **Carts** – Warranty is 5 years for structure and workmanship and 1 year for casters. Carts include the RE-LOAD™ Battery cart, Sync table cart, Aero table cart, Kendo chair cart, Filo chair cart, and Encore chair cart.
- **Booth Movers** – Warranty is 2 years. Product is used for fixed frame Chariot™ booths.
- **Essay** – This warranty does not cover ordinary wear and tear or problems caused by abusive or abnormal use, modification or alteration, improper assembly/installation, failures resulting from inadequate inspection and maintenance, accident, vandalism, or freights damage. Any incidental or consequential damages, including by not limited to business losses, personal property damage and third party liabilities are hereby expressly excluded.
- **Serving Line Equipment** – Warranty is 15 years for structural frame and boards only. Cold and heat wells, sneeze guards, traffic rails, and electrical components have a 1 year limited warranty.
  - <sup>B</sup> Products sold in these categories from time to time may include components sourced from independent vendors and, as a matter of course, will reflect the vendor's warranty terms, conditions, and duration. The warranty on these components may be less encompassing than Palmer Hamilton's stated manufacturer's warranty. Claims against these products will be reviewed on a case-by-case basis.
- **Serving Line Carts** – Warranty is 1 year.
  - <sup>B</sup> Products sold in these categories from time to time may include components sourced from independent vendors and, as a matter of course, will reflect the vendor's warranty terms, conditions, and duration. The warranty on these components may be less encompassing than Palmer Hamilton's stated manufacturer's warranty. Claims against these products will be reviewed on a case-by-case basis.
- **Umbrellas** – All commercial models are protected by a 1 year manufacturer's warranty against defects and the fiberglass ribs are protected against defects for 3 years. Manufacturer offers a 5 year warranty against fade and the stitching is protected with a 1 year warranty against defects.

**All warranty terms, conditions, limitations, and exclusions are subject to change without notice.**



## PLYMOLD LIMITED WARRANTY

### **DEFINITIONS**

Defect: A product defect means an inadequacy in the materials or finish of the product that either existed at the time the product was received or causes a failure of the product to perform under ordinary use.

Workmanship: Workmanship is the degree of skill with which a product is made, or a job done. Workmanship includes quality of paint or stain finish, top-coat application, upholstery, and quality of weld joints.

Structural Integrity: The structural integrity is the ability of the product to safely function when in use as it was originally intended.

Normal Use: Normal use is defined as the equivalent of continuous multi-shift usage.

Wrong Product: If we make an order entry or production error and send you the wrong product, we will replace with the correct item.

### **LIMITED WARRANTY**

All Plymold furniture is warranted for indoor use except for outdoor furniture. Plymold warrants all furniture, and their components shall be free of defects in material or workmanship given normal use during one (1) year after original purchase date. Plymold provides extended warranties for select products, refer to product specifications for more information.

If any product is found to be defective in material or workmanship during one (1) year after original purchase date and if the product or component has been properly installed and maintained by purchaser, Plymold will, at its options, replace or repair the product or component only without charge.

Any off-site warranty repair must be pre-approved by Plymold BEFORE repair work begins to be eligible to receive reimbursement. This warranty policy does not include installation or freight of the warranty items.

Repairs and replacements do not extend any product warranty. In the event of any authorized repairs, the warranty term remains the order original day of shipment.



This warranty does not apply to modified products or to those damaged by accident, abuse, neglect, or misuse.

The extent of Plymold's liability is limited to the purchase price of the product sold. In no event will Plymold be liable for injury, loss, or damage, whether direct, consequential, or incidental to persons or property arising out of the purchaser's care or neglect.

This warranty does not cover any items which have been in storage, freight-damaged, improperly cared for or abused, neglected, or misused.

### **SWIVEL WARRANTY**

Plymold warrants swivels for one year from date of purchase. If swivels are found to be defective in material or workmanship during their warranted period after original purchase date and if the product or component has been properly installed and maintained by purchaser, Plymold will, at its option, replace the swivel only without charge. This warranty policy does not include installation or freight of warranty items. This warranty does not apply to modified products or to those damaged by accident, abuse, neglect, or misuse.

### **VINYL & UPHOLSTERY WARRANTY**

Plymold warranty covers only manufacturer's flaws in vinyl and upholstery. Plymold's warranty does not cover damage or decreased performance caused by punctures, tears, excessive wear, or color loss of any kind. Plymold disclaims all liability for damage due to fabrication, installation, or other labor related costs. When a customer supplies its own vinyl or upholstery, there is no warranty by Plymold.

### **SPECIALS/CUSTOM PRODUCTS**

Products made according to the Buyer's specifications, or Engineered to Order (ETO) products, Seller does not warrant adequacy of such specifications or that the products will perform in accordance with specifications.

TO THE EXTENT ALLOWED BY LAW, ANY IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED AND TO THE EXTENT THEY ARE LEGALLY REQUIRED, ARE LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY.

PLYMOLD SHALL NOT BE LIABLE FOR LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Applies in US only: Some states do not allow limitations on how long an implied warranty lasts or do not allow the exclusion or limitation of incidental or consequential

damages, so the limitations or exclusions in the two preceding paragraphs may not apply. This warranty gives the purchaser specific legal rights; however, the purchaser may also have other rights that may vary from state to state.

Applies outside US: Except as stated above, Plymold will not be liable for any loss or damage (including costs) however caused, whether direct or consequential, incurred or suffered by the purchaser or any third party in respect of the products but nothing contained herein will or will be considered to exclude or restrict any liability on Plymold's part for death or personal injury resulting from negligence.

All warranty terms, conditions, limitations, and exclusions are subject to change without notice.

### **WARRANTY PROCEDURE**

Please follow the warranty procedures described below to ensure suitable and responsive service.

To file a warranty claim, email [sales/customer service email here] or your account manager with the following information:

1. Once a defect has been discovered, the original purchaser must contact Plymold immediately, in writing, with:
  - o sales order/invoice number(s),
  - o product number(s) of affected units,
  - o description of product defect/failure,
  - o picture(s) of defect/failure,
  - o contact information, and
  - o date defect/failure was discovered.
2. Upon inspection of the product(s), Plymold will collect all relevant information necessary for review of the request.
3. Product replacement, replacement parts and repairs will be authorized by a Customer Care representative if acknowledged to be necessary under product warranty eligibility conditions.

### **PLYMOLD – EXTENDED PRODUCT WARRANTIES**

Supplemental to Plymold's Limited Warranty, Plymold provides extended product warranties, from date of purchase, to select products listed in Table 1.



## Warranty

Most Republic products are warranted against defects in materials and workmanship for 1 year from delivery date of product when used in accordance with Republic's specifications and/or operating instructions. Republic will repair or replace, at its option, any part found upon examination to be defective.

A written extended warranty is available upon review and request. Customizations to products may cause order to be ineligible for an extended Warranty Statement.

This warranty applies to the original purchaser only and the purchaser's sole remedy under this warranty is limited to the repair and replacement of the products and specifically excludes consequential, incidental or other damages directly or indirectly resulting from failure or loss of use of, or by, Republic products. Damage from deliberate destruction and vandalism is excluded. The following items are warranted as stated:

**Steel Lockers** Republic lockers are warranted against defects in material and workmanship for 1 year from delivery date of product, when used in accordance with manufacturer's specifications and maintenance procedure.\* (This warranty applies to the original purchaser only, and purchaser's sole remedy under this warranty is limited to replacement or repair of the product and specifically excludes consequential, incidental or any other damages directly or indirectly resulting from failure or loss of use of Republic products).

\* Lock warranties are limited based on lock manufacturer's warranty and no warranty extension is available on lock warranties. Lock warranties are based on Lock order ship date and project ship date.

**Cabinets** Republic cabinets are warranted against defects in material and workmanship for the life of the product for as long as the original purchaser retains ownership, possession and control of the product, and when product used in accordance with manufacturer's specifications and load capacities. Shelf capacities are based on evenly distributed loads. Concentrated (point) loads or impact (dropped) loads could fail shelves even though load may be considerably less than the allowable evenly distributed load shown and would not be covered under warranty.

**Modular Drawer Cabinets** Republic warrants, only to the original purchaser, that its Modular Drawer Cabinets will remain free of defects in materials and workmanship for as long as the original purchaser retains ownership, possession and control of the product, when used in accordance with manufacturer's specifications and maintenance procedure.

**Republic Shelving and Rack** Republic warrants that its 2000 Series Shelving, Rivet Rack, and Bulk Storage Rack will remain free of defects in materials and workmanship for as long as the original purchaser retains ownership, possession and control of the product, when used in accordance with manufacturer's specifications and load capacities. Shelf or Level capacities are based on evenly distributed loads. Concentrated (point) loads or impact (dropped) loads could fail shelves or levels even though load may be considerably less than the allowable evenly distributed load shown and would not be covered under warranty.

**Pallet Rack** Pallet Rack products by Republic that are still the property of the original purchaser, are warranted to be free of defects in material and workmanship for 1-year when used according to agreed specifications and for ordinary applications for which the products were designed. This warranty does not apply to parts which, through normal use, require replacement during the warranty period. The original purchaser must notify Republic in writing as soon as any defect becomes apparent within fifteen (15) days.

**Ergonomic Seating** Republic warrants all seating to be free from manufacturing defects for the life of the product when it is used in accordance with manufacturer's specifications and/or operating instructions. The life of the product is ten years for single shift users, five years for two shift users, and two-and-a-half years for three shift users, for users not weighing more than 250 pounds. Ergonomic sit-stands are warranted for five years.

**Other Products** Work surfaces and bench tops are warranted for 1-year against defects in materials and workmanship.

#### Limitations

1. The original purchaser must provide Republic in writing the date of purchase, the original invoice number, and a description of the defect, prior to returning any product under a warranty claim.
2. Products purchased by Republic such as casters, work surfaces, bench tops, and pallet rack carry their manufacturer's warranty.
3. If the product was damaged in transit, the original purchaser must file a claim with the carrier within five business days of delivery. This is not considered a warranty claim.

Republic will not be responsible for charges of any repairs or alterations of the product unless made with Republic's prior written consent. Routine replacement items such as safety clips, anchor bolts, and all parts that are replaced due to wear, misuse or abuse or etc. are not covered by this warranty.

Warranty claims, which result from customer errors, failure to follow safe operational procedures or inadequate maintenance will not be accepted. Republic will not be responsible for damage due to explosion, fire, wind, flood, intentional abuse, normal wear and tear or use beyond the designed capacity of the product. Freight, labor or service charges for removal of defective parts and installation of replacement parts are not included. Buyer shall pay freight charges on the returned components covered under this warranty. Under any and all circumstances, the remaining warranty disclaimer and limitation of liability shall remain in effect. Any returned products must be handled via a return authorization from Republic, or they will be refused. For more information, contact Republic at 1-800-477-1255.

420 N. Main Street  
Montgomery, IL 60538

# WARRANTY

## RFM PRODUCT WARRANTY

RFM Seating products are engineered to provide many years of use under normal conditions when cared for properly. Normal conditions are defined as an office environment during a single shift consisting of 8-hour days, 5 days a week for a user weighing 300 pounds or less. Products manufactured by RFM carry the following

**SEAT AND BACK FABRIC IS COVERED FOR FIVE YEARS AND NOT WARRANTED OR MULTI-SHIFT OPERATIONS**

### THE ABOVE WARRANTIES EXCLUDE THE FOLLOWING:

- Any product, which has been repaired or altered by the customer.
- Any variation in color, grain, or texture of wood, leather, or fabric.
- Any incidental damage resulting from the neglect or inability to use RFM products properly with regular maintenance.
- Any normal wear and tear. The warranty is a protection from defects only.
- **Warranties are NOT transferable.**

### All ergonomic, task & conference chairs:

Lifetime warranty on cylinder, 12 years on all other parts.

### All Multi-Shift and Nurse's Station:

7 year warranty on all parts.

### All guest and lobby chairs:

Lifetime warranty on all steel and wood frames, 5 years on all other components.

### Essentials chairs:

5 years on all components.

To make claim under this warranty, the claim must be processed through the original dealer of purchase. The dealer will inspect for warranty qualifications and may obtain a return material authorization (RMA) number from RFM. RFM shall provide, at our option, parts, replacements or monetary adjustments. Labor is not covered under warranty. The warranties indicated above are the only warranties made by RFM and no other warranties expressed or implied are given on products manufactured by RFM.

The return of products will NOT be accepted without an RMA number issued by RFM Customer Service. All returned products must be protected to prevent damage in transit and shipped pre-paid.

## Care and Maintenance

In order to enhance the longevity of your new RFM chair, it is important that you maintain your chair and keep in a clear work environment.

1. Casters: Your casters do most of the work throughout the day and it is important that you clean them at least on a month. When using, especially on a hard floor or a chair mat, the casters will accumulate dirt and foreign particles on the wheel and especially between the wheels. You can use a solvent based cleaner and wipe clean. If you visually don't see debris, a canister of air will do the trick.

2. Hardware: Over time bolts or other hardware can become loose. You should go through your chair and tighten a hardware twice a year. This will help to eliminate squeaks and ensure nothing is broken or damaged.

3. Lubrication: As you can imagine, lubricating your control from time to time will be necessary. With all of the moving parts and the locking and unlocking of the different adjustments, a can of white lithium grease will be your best defense against squeaks and creaks. We have specific diagrams for each of our controls that we would be happy to

email to you. Please call RFM Customer Service @ 800.447.5542 and they will be happy to email, fax or US Mail you the instructions.

4. Clutch Plate adjustment: Our controls are locked and released with the use of clutch plates. Over time with the constant adjusting of the seat the clutch plates can start to loosen and not hold as well. As part of maintaining your chair, you will need to tighten the clutch plates should they come loose and start to slip. Please call customer service for instructions on how to do this.

5. Upholstery: Vacuuming and a dry wipe down of your seat and back will help in keeping your upholstery fresh and clean. Spills on the fabric can be cleaned according to the fabric manufacturer's specific instructions usually located on the back of the fabric card or on their web site.

# SAFCO®

## WARRANTY STATEMENT

Please Note: Safco® does not require the customer to fill out a warranty registration card. Please keep all purchase documents for the product in event the warranty is needed. Contact our Customer Care team for any warranty assistance at [info@safcoproducts.com](mailto:info@safcoproducts.com) or (888) 971-6225.

Our warranty pledges excellence in the quality of our products. It helps protect our customers' investments and extends our continuing dedication to our customers after their initial investment.

### LIMITED LIFETIME WARRANTY

Safco® warranty obligation: We pledge to repair or replace, at Safco's option, any Safco product or component that is defective in material or workmanship for as long as you, the original purchaser, own it. This warranty is subject to the provisions below.

### LIABILITY LIMITATIONS

The following listed parts, components and supplies are covered under warranty in accordance with the below schedule following the product purchase date.

**Three Years:** Outdoor Products (Entourage™, Evos™, Canmeleon™ and CoGo™ Product Lines), High Density 4-Post wire shelving and wire components, electrical components and Dry Erase surfaces.

**Five Years:** Glides, casters, polymer-based components, seating upholstery (fabrics and leather), foam, armrests, chrome seating components, user-adjustable work surface mechanisms, laminates, veneer finishes and other covering materials, drawer glides, electrical components, e5™ product line, Event Series, cabinets or mobile systems, components that are either moving parts or controls (guides that are in contact with moving parts), and motors on the ML-Series, E-Series, and LT-Series Height-Adjustable Tables.

**Seven Years:** Motor on XR-Series Height-Adjustable Tables.

**Ten Years:** Seating controls and cylinders, Rumba™, Cha-Cha™, Electric Height-Adjustable Table series laminates, and wood seating components. All parts (excluding motor) on the XR, ML, E and LT-Series Height-Adjustable Tables.

### WARRANTY SUBJECT TO EXCLUSIONS

Exclusions pertaining to this warranty are as follows but are not limited to:

- Product or product components utilized with the intent to rent or lease.
- Freight damages: Safco is not liable for any product damages sustained during shipping or handling operations. Safco provides specific policies and requirements regarding shipping and handling, and reserves the right to review and address product distribution matters separately.
- Normal wear and tear.
- Product negligence: A product is not considered defective due to misuse or improper installation. Safco products must be installed, used and maintained in accordance with product instructions and warnings.
- Alterations or attachments to the product that were not approved by Safco.
- All COM fabric is not covered under this warranty.
- All corrugated products or components.
- Use of non-multiple shift products for multiple shifts.

Safco's warranty obligation is limited to normal use upon receipt of our products.

## SEATING USAGE

Normal commercial usage for seating is defined as the equivalent of a single shift, forty (40) hour workweek.

To the extent that a seating product is used in a manner exceeding this, the applicable warranty period will be reduced in a prorata manner.

Models warranted for multiple shifts:

- Task Master® Industrial Series
- Soft Tough™ Series
- WorkFit™ Polyurethane Series
- Uber™ Series (500 lbs.)
- Alday™ Intensive-Use (500 lbs.)
- Vue™ Intensive-Use (500 lbs.)

## WARRANTY PROCEDURES

Please follow the warranty procedures described below to ensure apt and responsive service.

- 1.) Once a defect has been discovered, the original purchaser must contact Safco immediately (within 30 days of defect detection), in writing, with the serial number(s) (if applicable), date code and model number from the product(s) in question.
- 2.) Upon inspection of the product(s), Safco will collect all relevant information necessary for review of the request.
- 3.) Product replacement, replacement parts and repairs will be authorized by a Customer Care representative if acknowledged to be necessary under product warranty eligibility conditions.

## SPECIFIC LIMITATIONS REGARDING COLOR VARIATIONS, FABRICS AND FINISHES

Natural products have varying grains and colors. Due to such natural variations occurring in materials such as wood and leather, these characteristics are not considered defects. Safco does not warrant the color-fastness or matching of colors, grains or textures of such materials. Materials supplied, selected or provided by the customer (COM) are not warranted.

Buyer is responsible for freight to and from factory on all warranty claims. Any description of the goods sold hereunder, including any reference to Buyer's specifications and any description in catalogs, circulars and other written material published by Safco is for the sole purpose of identifying goods and shall not create an express or implied warranty that the goods shall conform to such description.

*There are no other warranties, and Safco disclaims all implied warranties including warranties of merchantability, fitness for a particular purpose and freedom from patent infringement. No agent, employee or representative of Safco has any authority to bind Safco to any affirmation, representation or warranty except as stated herein.*

*Safco shall have no liability for indirect, incidental, consequential or special damages of any kind. These limitations are agreed allocations of risk. Under no circumstances shall Safco's liability with regard to the sale or use of the products exceed the purchase price paid by the buyer for the products. Terms and conditions of this warranty are subject to change without notice.*



# SANDUSKY LEE



# LIMITED WARRANTY



Sandusky Lee Corporation warrants the following are free of defects in materials and workmanship.

**5 Years Limited from the Date of Purchase:**

Elite Series, Transport, System Series, Stainless Steel, Modular Storage System, Pull Out Shelf Cabinet, Bookcases, Book Trucks, Cubby Organizers, Computer Cabinets, Tablet Security Cart, 600 & 800 Series Lateral Files, Vertical Files, Steel Desks, Wall Cabinets

**1 Year Limited from the Date of Purchase:**

Classic Series, Value Line, Lockers, Wall Mount Laptop Cabinet, Carts & Stands, 400 Series Lateral Files, Steel Shelving (Edsal)

**1 Year Limited**

ALL IMPORTED PRODUCTS, All Plastic Products

The SOLE AND EXCLUSIVE REMEDY for such defects is the repair or replacement of a defective cabinet or parts thereof by Sandusky Lee Corporation or, at Sandusky Lee Corporation option, refund of the purchase price upon return of the cabinet to Sandusky Cabinets, Inc.

This warranty shall not apply in the event the products are damaged as a result of misuse, neglect, accident, moisture, improper application, improper assembly, or assembly not in conformity with the instructions of Sandusky Lee Corporation failure to abide by safety precautions prescribed by Sandusky Lee Corporation or modification or repair by persons not authorized by Sandusky Lee Corporation.

**Sandusky Lee Corporation makes no express or implied warranties of any kind or nature except as expressly provided herein. There are no oral agreements or oral warranties collateral to or affecting this written warranty. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE EXPRESSLY DISCLAIMED.**

**SANDUSKY LEE CORPORATION LIABILITY FOR ANY CLAIM HEREUNDER SHALL IN ALL EVENTS BE LIMITED TO AND NOT EXCEED THE PURCHASE PRICE OF THE PARTICULAR PRODUCT IN WHICH THE ALLEGED DEFECT OCCURRED. LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES IS EXPRESSLY DISCLAIMED.**

Buyer assumes all risk and liability resulting from the use of the Cabinets whether used singly or in combination with other goods.

UNLESS ANY PORTION OF THE ABOVE IS CONSIDERED UNENFORCEABLE OR UNLAWFUL UNDER APPLICABLE LAW, THIS LIMITED WARRANTY SHALL APPLY TO ANY AND ALL PURCHASERS AND/OR USERS OF THE ELITE, SYSTEMS, TRANSPORT, CLASSIC, AUDIO VIDEO AND COMPUTER CABINETS.



P. O. Box 125  
Millington, TN 38083  
(901) 872-0188

Fax: (901) 873-1239

## Warranty Information

### What Is The Screenflex Product Warranty?

Screenflex products are warranted to be free from defects in material and workmanship for three years from the date of delivery.

### Who Do I Contact If I Have Questions About My Warranty?

Please contact our [customer service department](#) for all warranty questions and inquiries at 855-960-6020.





## **SICO® Bedding Warranty**

The SICO® Warranty is our statement of confidence to you, our customer, that your investment in SICO® Bedding comes with our guarantee of performance. SICO America Inc. ("SICO®") is proud to offer a five (5) year warranty, as defined below. This warranty is valid from the date of delivery to the original purchaser, whether purchased directly from SICO® or from an authorized SICO® dealer. SICO® MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND MAKES NO EXPRESS OR IMPLIED WARRANTIES BEYOND THE WARRANTIES EXPRESSED HERE.

### **PERFORMANCE GUARANTEE**

- Foundation and mattress will be free from defects in material and workmanship
- 90 Day warranty on the 5" (13cm) foam core mattress (Economy Mobile Sleeper)
- 90 Day warranty on the Bunkie Board (Economy Mobile Sleeper)

### **PRORATED PROGRAM**

0-1 Year -- Full Warranty  
1-2 Years -- 20% Customer Payment Required  
2-3 Years -- 40% Customer Payment Required  
3-4 Years -- 60% Customer Payment Required  
4-5 Years -- 80% Customer Payment Required

### **WARRANTY DOES NOT APPLY TO PRODUCT FAILURE OR LOSS RESULTING FROM**

- Normal wear and tear
- Failure to apply, install or maintain products according to published SICO® instructions and guidelines
- Abuse, misuse, or accident
- Alteration or modification of the product
- The substitution of any unauthorized non-SICO® components for use in the place of SICO® components on any of the products
- Damage due to shipment
- Color-fastness or matching colors of materials that naturally exhibit inherent color variations
- Damage caused by cleaning chemicals
- Rust or corrosion caused by not completely drying the product after cleaning or exposure to moisture
- Dye transfers caused by external contaminants (including clothing and accessory dyes such as those used on denim jeans) may migrate to lighter colors. This phenomenon is increased by humidity and temperature and is irreversible.

### **WARRANTY REMEDIES**

Pursuant to this warranty, if a product fails under ordinary use as a result of a defect in materials or workmanship, SICO® will repair or at SICO's option, replace the affected product at no charge.

- A product "defect" means an inadequacy in the material or workmanship of the product that existed at the time when you received the product from a SICO® or a SICO® authorized dealer.

- An "ordinary use" means use of the product (i) in conformance with all applicable local, state, or federal laws, codes and regulations and (ii) in accordance with SICO<sup>®</sup> recommendations and/or instructions in the materials and documentation accompanying the product.

All repairs and returns must be approved, in writing, by SICO<sup>®</sup> before action is taken. The product serial number will be required to process and authorize any warranty claim. All claims are to be reported to:

SICO America Inc.  
Customer Care Department  
1-800-424-0796  
support@sicoinc.com  
Address:  
7525 Cahill Road  
Minneapolis, Minnesota 55439

Repair or replacement in accordance with the foregoing procedure is the buyer's sole and exclusive remedy, whether buyer's claim arises under contract, tort or otherwise. SICO<sup>®</sup> shall not be liable for any consequential damages. SICO's liability is limited to the purchase price.



## **SICO® Dance Floor Warranty**

The SICO® Warranty is our statement of confidence to you, our customer, that your investment in SICO® Dance Floor comes with our guarantee of performance. SICO America Inc. ("SICO®") is proud to offer a one (3) year warranty, as defined below. This warranty is valid from the date of delivery to the original purchaser, whether purchased directly from SICO® or from an authorized SICO® dealer. SICO® MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND MAKES NO EXPRESS OR IMPLIED WARRANTIES BEYOND THE WARRANTIES EXPRESSED HERE.

### **PERFORMANCE GUARANTEE**

- Product will be free from defects in material and workmanship

### **10 YEAR WARRANTY**

- Cam-Lock locking system

### **WARRANTY DOES NOT APPLY TO PRODUCT FAILURE OR LOSS RESULTING FROM**

- Normal wear and tear
- Failure to apply, install or maintain products according to published SICO® instructions and guidelines
- Abuse, misuse, or accident
- Alteration or modification of the product
- The substitution of any unauthorized non-SICO® components for use in the place of SICO® components on any of the products
- Damage due to shipment
- Color-fastness or matching colors of materials that naturally exhibit inherent color variations
- Damage caused by cleaning chemicals
- Rust or corrosion caused by not completely drying the product after cleaning or exposure to moisture
- Dye transfers caused by external contaminants (including clothing and accessory dyes such as those used on denim jeans) may migrate to lighter colors. This phenomenon is increased by humidity and temperature and is irreversible.

### **WARRANTY REMEDIES**

Pursuant to this warranty, if a product fails under ordinary use as a result of a defect in materials or workmanship, SICO® will repair or at SICO's option, replace the affected product at no charge.

- A product "defect" means an inadequacy in the material or workmanship of the product that existed at the time when you received the product from a SICO® or a SICO® authorized dealer.
- An "ordinary use" means use of the product (i) in conformance with all applicable local, state, or federal laws, codes and regulations and (ii) in accordance with SICO® recommendations and/or instructions in the materials and documentation accompanying the product.

All repairs and returns must be approved, in writing, by SICO® before action is taken. The product serial number will be required to process and authorize any warranty claim. All claims are to be reported to:

SICO America Inc.  
Customer Care Department  
1-800-424-0796  
support@sicoinc.com  
Address:  
7525 Cahill Road  
Minneapolis, Minnesota 55439

Repair or replacement in accordance with the foregoing procedure is the buyer's sole and exclusive remedy, whether buyer's claim arises under contract, tort or otherwise. SICO® shall not be liable for any consequential damages. SICO's liability is limited to the purchase price.



A GLOBAL COMPANY

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## DECO BUFFET STATION WARRANTY

SICO® America, Inc., Minneapolis, Minnesota fully warrants its DECO buffet stations to be free from defect in materials and workmanship for a period of one (1) year from the date of delivery. Product defects arising from faulty materials or unsatisfactory workmanship will be replaced or repaired to a serviceable condition free of charge to the original purchaser for said period of one (1) year, providing the products have been properly installed and maintained in accordance with the manufacturer's printed maintenance instructions attached to every SICO® product when shipped. The foregoing is SICO®'s exclusive warranty with respect to the products purchased. SICO® MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE, and makes no other warranties except for the warranties expressly set forth above.

All repairs and returns must be approved, in writing, by SICO® before action is taken. The product serial number will be required to process and authorize any warranty claim. All claims are to be reported to:

SICO® America, Inc.  
Customer Care Department  
1.800.424.0796  
support@sicoinc.com

Address:  
7525 Cahill Road  
Minneapolis, Minnesota 55439

Repair or replacement in accordance with the foregoing procedure is the buyer's sole and exclusive remedy for any defective products, whether buyer's claim arises under contract, tort or otherwise. SICO® shall not be liable for any consequential damages, and in any event, SICO®'s liability is limited to the purchase price paid for the products purchased.



## **SICO® Harmony Choral Risers Warranty**

The SICO® Warranty is our statement of confidence to you, our customer, that your investment in SICO® Harmony Choral Risers with our guarantee of performance. SICO America Inc. ("SICO®") is proud to offer a one (15) year warranty, as defined below. This warranty is valid from the date of delivery to the original purchaser, whether purchased directly from SICO® or from an authorized SICO® dealer. SICO® MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND MAKES NO EXPRESS OR IMPLIED WARRANTIES BEYOND THE WARRANTIES EXPRESSED HERE.

### **PERFORMANCE GUARANTEE**

- Product will be free from defects in material and workmanship
- Lifetime warranty on welds only applies to active products

### **WARRANTY DOES NOT APPLY TO PRODUCT FAILURE OR LOSS RESULTING FROM**

- Normal wear and tear
- Failure to apply, install or maintain products according to published SICO® instructions and guidelines
- Abuse, misuse, or accident
- Alteration or modification of the product
- The substitution of any unauthorized non-SICO® components for use in the place of SICO® components on any of the products
- Damage due to shipment
- Color-fastness or matching colors of materials that naturally exhibit inherent color variations
- Damage caused by cleaning chemicals
- Rust or corrosion caused by not completely drying the product after cleaning or exposure to moisture
- Dye transfers caused by external contaminants (including clothing and accessory dyes such as those used on denim jeans) may migrate to lighter colors. This phenomenon is increased by humidity and temperature and is irreversible.

### **WARRANTY REMEDIES**

Pursuant to this warranty, if a product fails under ordinary use as a result of a defect in materials or workmanship, SICO® will repair or at SICO's option, replace the affected product at no charge.

- A product "defect" means an inadequacy in the material or workmanship of the product that existed at the time when you received the product from a SICO® or a SICO® authorized dealer.
- An "ordinary use" means use of the product (i) in conformance with all applicable local, state, or federal laws, codes and regulations and (ii) in accordance with SICO® recommendations and/or instructions in the materials and documentation accompanying the product.



All repairs and returns must be approved, in writing, by SICO® before action is taken. The product serial number will be required to process and authorize any warranty claim. All claims are to be reported to:

SICO America Inc.  
Customer Care Department  
1-800-424-0796  
support@sicoinc.com  
Address:  
7525 Cahill Road  
Minneapolis, Minnesota 55439

Repair or replacement in accordance with the foregoing procedure is the buyer's sole and exclusive remedy, whether buyer's claim arises under contract, tort or otherwise. SICO® shall not be liable for any consequential damages. SICO's liability is limited to the purchase price.



## SICO® Live Edge Table Warranty

The SICO® Warranty is our statement of confidence to you, our customer, that your investment in a SICO® Live Edge Table comes with our guarantee of performance. SICO America Inc. ("SICO®") is proud to offer a one (1) year warranty, as defined and limited below, on the Live Edge Table. This warranty is valid from the date of delivery to the original purchaser, whether purchased directly from SICO® or from an authorized SICO® dealer. SICO® MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND MAKES NO EXPRESS OR IMPLIED WARRANTIES BEYOND THE WARRANTIES EXPRESSED HERE.

### **LIFETIME COVERAGE:**

- Product will be free from defects in material and workmanship.
- All welds are covered.

### **WOOD TOPS:**

Wood tops ARE NOT covered by a performance warranty

### **WARRANTY DOES NOT APPLY TO PRODUCT FAILURE OR LOSS RESULTING FROM:**

- Normal wear and tear
- Tables are intended for indoor use
- Failure to apply, install or maintain products according to published SICO® instructions and guidelines
- Abuse, misuse, or accident
- Alteration or modification of the product
- The substitution of any unauthorized non-SICO® components for use in the place of SICO® components on any of the products
- Damage due to shipment
- Color-fastness or matching colors of materials that naturally exhibit inherent color variations
- Damage caused by cleaning chemicals
- Rust or corrosion caused by not completely drying the product after cleaning or exposure to moisture
- Dye transfers caused by external contaminants (including clothing and accessory dyes such as those used on denim jeans) may migrate to lighter colors. This phenomenon is increased by humidity and temperature and is irreversible.

### **WARRANTY REMEDIES:**

Pursuant to this warranty, if a product fails under ordinary use as a result of a defect in materials or workmanship, SICO® will repair or at SICO®'s option, replace the affected product at no charge.

- A product "defect" means an inadequacy in the material or workmanship of the product that existed at the time when you received the product from a SICO® or a SICO® authorized dealer.
- An "ordinary use" means use of the product (i) in conformance with all applicable local, state, or federal laws, codes and regulations and (ii) in accordance with SICO® recommendations and/or instructions in the materials and documentation accompanying the product.

All repairs and returns must be approved, in writing, by SICO® before action is taken. The product serial number will be required to process and authorize any warranty claim. All claims are to be reported to:

SICO America Inc.  
Customer Care Department  
1-800-424-0796  
support@sicoinc.com

Address:  
7525 Cahill Road  
Minneapolis, Minnesota 55439

Repair or replacement in accordance with the foregoing procedure is the buyer's sole and exclusive remedy, whether buyer's claim arises under contract, tort or otherwise. SICO® shall not be liable for any consequential damages. SICO's liability is limited to the purchase price.



## **SICO® Mobile Sleeper Warranty**

The SICO® Warranty is our statement of confidence to you, our customer, that your investment in SICO® Mobile Sleeper comes with our guarantee of performance. SICO America Inc. ("SICO®") is proud to offer a five (5) year warranty, as defined below. This warranty is valid from the date of delivery to the original purchaser, whether purchased directly from SICO® or from an authorized SICO® dealer. SICO® MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND MAKES NO EXPRESS OR IMPLIED WARRANTIES BEYOND THE WARRANTIES EXPRESSED HERE.

### **PERFORMANCE GUARANTEE**

- Frame and headboard will be free from defects in material and workmanship
- Casters - 3 Year (Installation not included)
- Lifetime warranty on welds only applies to active products

### **WARRANTY DOES NOT APPLY TO PRODUCT FAILURE OR LOSS RESULTING FROM**

- Normal wear and tear
- Failure to apply, install or maintain products according to published SICO® instructions and guidelines
- Abuse, misuse, or accident
- Alteration or modification of the product
- The substitution of any unauthorized non-SICO® components for use in the place of SICO® components on any of the products
- Damage due to shipment
- Color-fastness or matching colors of materials that naturally exhibit inherent color variations
- Damage caused by cleaning chemicals
- Rust or corrosion caused by not completely drying the product after cleaning or exposure to moisture
- Dye transfers caused by external contaminants (including clothing and accessory dyes such as those used on denim jeans) may migrate to lighter colors. This phenomenon is increased by humidity and temperature and is irreversible.

### **WARRANTY REMEDIES**

Pursuant to this warranty, if a product fails under ordinary use as a result of a defect in materials or workmanship, SICO® will repair or at SICO's option, replace the affected product at no charge.

- A product "defect" means an inadequacy in the material or workmanship of the product that existed at the time when you received the product from a SICO® or a SICO® authorized dealer.
- An "ordinary use" means use of the product (i) in conformance with all applicable local, state, or federal laws, codes and regulations and (ii) in accordance with SICO® recommendations and/or instructions in the materials and documentation accompanying the product.

All repairs and returns must be approved, in writing, by SICO<sup>®</sup> before action is taken. The product serial number will be required to process and authorize any warranty claim. All claims are to be reported to:

SICO America Inc.  
Customer Care Department  
1-800-424-0796  
support@sicoinc.com  
Address:  
7525 Cahill Road  
Minneapolis, Minnesota 55439

Repair or replacement in accordance with the foregoing procedure is the buyer's sole and exclusive remedy, whether buyer's claim arises under contract, tort or otherwise. SICO<sup>®</sup> shall not be liable for any consequential damages. SICO's liability is limited to the purchase price.



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## OVATION BUFFET STATION WARRANTY

SICO® America, Inc., Minneapolis, Minnesota fully warrants its OVATION buffet stations to be free from defect in materials and workmanship for a minimum period of one (1) year from the date of delivery. Product defects arising from faulty materials or unsatisfactory workmanship will be replaced or repaired to a serviceable condition free of charge to the original purchaser for said period of one (1) year, providing the products have been properly installed and maintained in accordance with the manufacturer's printed maintenance instructions attached to every SICO® product when shipped. The foregoing is SICO®'s exclusive warranty with respect to the products purchased. SICO® MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE, and makes no other warranties except for the warranties expressly set forth above.

All repairs and returns must be approved, in writing, by SICO® before action is taken. The product serial number will be required to process and authorize any warranty claim. All claims are to be reported to:

SICO® America, Inc.  
Customer Care Department  
1.800.424.0796  
support@sicoinc.com

Address:  
7525 Cahill Road  
Minneapolis, Minnesota 55439

Repair or replacement in accordance with the foregoing procedure is the buyer's sole and exclusive remedy for any defective products, whether buyer's claim arises under contract, tort or otherwise. SICO® shall not be liable for any consequential damages, and in any event, SICO®'s liability is limited to the purchase price paid for the products purchased.

## **SOPHISTICATE PLUS TABLE WARRANTY**

SICO<sup>®</sup> America, Inc., Minneapolis, Minnesota fully warrants the understructure to be free from defect in materials and workmanship for a minimum period of three (3) years from the date of delivery. Product defects arising from faulty materials or unsatisfactory workmanship will be replaced or repaired to a serviceable condition free of charge to the original purchaser for said minimum period of three (3) years, providing the products have been properly installed and maintained in accordance with the manufacturer's printed maintenance instructions attached to every SICO<sup>®</sup> product when shipped.

The induction units carry a one (1) year warranty from the date of delivery.

Excluded from this warranty is the natural stone composite top.

The foregoing is SICO<sup>®</sup>'s exclusive warranty with respect to the products purchased. SICO<sup>®</sup> MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE, and makes no other warranties except for the warranties expressly set forth above.

All repairs and returns must be approved, in writing, by SICO<sup>®</sup> before action is taken. The product serial number will be required to process and authorize any warranty claim. All claims are to be reported to:

SICO<sup>®</sup> America, Inc.  
Customer Care Department  
1.800.424.0796  
support@sicoinc.com

Address:  
7525 Cahill Road  
Minneapolis, Minnesota 55439

Repair or replacement in accordance with the foregoing procedure is the buyer's sole and exclusive remedy for any defective products, whether buyer's claim arises under contract, tort or otherwise. SICO<sup>®</sup> shall not be liable for any consequential damages, and in any event, SICO<sup>®</sup>'s liability is limited to the purchase price paid for the products purchased.



## **SICO® Stage Accessories Warranty**

The SICO® Warranty is our statement of confidence to you, our customer, that your investment in SICO® Stage Accessories with our guarantee of performance. SICO America Inc. (“SICO®”) is proud to offer a one (3) year warranty, as defined below. This warranty is valid from the date of delivery to the original purchaser, whether purchased directly from SICO® or from an authorized SICO® dealer. SICO® MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND MAKES NO EXPRESS OR IMPLIED WARRANTIES BEYOND THE WARRANTIES EXPRESSED HERE.

### **PRODUCTS**

- Stage Steps
- Universal Guardrails and Covers
- Stage Draperies
- Ramps
- Chair & Table Stops
- Backdrop Drapes

### **PERFORMANCE GUARANTEE**

- Product will be free from defects in material and workmanship
- Lifetime warranty on welds only applies to active products

### **WARRANTY DOES NOT APPLY TO PRODUCT FAILURE OR LOSS RESULTING FROM**

- Normal wear and tear
- Failure to apply, install or maintain products according to published SICO® instructions and guidelines
- Abuse, misuse, or accident
- Alteration or modification of the product
- The substitution of any unauthorized non-SICO® components for use in the place of SICO® components on any of the products
- Damage due to shipment
- Color-fastness or matching colors of materials that naturally exhibit inherent color variations
- Damage caused by cleaning chemicals
- Rust or corrosion caused by not completely drying the product after cleaning or exposure to moisture
- Dye transfers caused by external contaminants (including clothing and accessory dyes such as those used on denim jeans) may migrate to lighter colors. This phenomenon is increased by humidity and temperature and is irreversible.

### **WARRANTY REMEDIES**

Pursuant to this warranty, if a product fails under ordinary use as a result of a defect in materials or workmanship, SICO® will repair or at SICO's option, replace the affected product at no charge.



- A product "defect" means an inadequacy in the material or workmanship of the product that existed at the time when you received the product from a SICO® or a SICO® authorized dealer.
- An "ordinary use" means use of the product (i) in conformance with all applicable local, state, or federal laws, codes and regulations and (ii) in accordance with SICO® recommendations and/or instructions in the materials and documentation accompanying the product.

All repairs and returns must be approved, in writing, by SICO® before action is taken. The product serial number will be required to process and authorize any warranty claim. All claims are to be reported to:

SICO America Inc.  
Customer Care Department  
1-800-424-0796  
support@sicoinc.com  
Address:  
7525 Cahill Road  
Minneapolis, Minnesota 55439

Repair or replacement in accordance with the foregoing procedure is the buyer's sole and exclusive remedy, whether buyer's claim arises under contract, tort or otherwise. SICO® shall not be liable for any consequential damages. SICO's liability is limited to the purchase price.



## SICO® Limited Lifetime Warranty - Tables

The SICO® Limited Lifetime Warranty is our statement of confidence to you, our customer, that your investment in a SICO® Table comes with our guarantee of performance. SICO America Inc. ("SICO®") is proud to offer a Limited Lifetime Warranty, as defined and limited below, on the following SICO® tables. This warranty is valid from the date of delivery to the original purchaser, whether purchased directly from SICO® or from an authorized SICO® dealer. SICO® MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND MAKES NO EXPRESS OR IMPLIED WARRANTIES BEYOND THE WARRANTIES EXPRESSED HERE. This warranty covers the following products shipped after April 18, 2016.

### PRODUCTS <sup>(1)</sup>

- TC-65 Table Product Line <sup>(2)</sup>
- Communicator Table<sup>(2)</sup>
- 3-in-1 convertible
- Pacer II<sup>(4)</sup>
- MultiApp IIS<sup>(4)</sup>
- Room Service Table
- Original Catering Tables
- Ellip-Table <sup>(3)</sup>
- Conference Table<sup>(3)</sup>
- LB Table Line<sup>(3)</sup>
- Round, X-Base Metal Table Frames
- Table Tops with Armor-Edge for Round, X-Base Metal Table Frames
- Graduate Table<sup>(2)</sup>
- BY-65 Table<sup>(2)</sup>
- 2800 convertible
- Pacer
- MultiApp<sup>(4)</sup>
- Sophisticate<sup>(4)</sup>
- Socializer<sup>(5)</sup>
- Cadet Table<sup>(3)</sup>
- Linenless FLT
- Alliance Collaboration Community Table
- Harbor Springs Community Table
- A-Frame Community Table
- X-Frame Community Table

- (1) Tables are intended for indoor use  
(2) Uses Mechanical Strut Lift Assist  
(3) Uses Torsion Bar Lift Assist  
(4) Uses Pneumatic Damper  
(5) Uses Gas Strut Lift Assist and/or Damper

### LIFETIME COVERAGE

- All tables will be free from defects in material and workmanship
- All welds are covered.
- The mechanical struts used on the mobile folding attached seating tables are covered.

### EXCEPTIONS TO THE LIMITED LIFETIME WARRANTY

ABS Plastic Stools and Accent Guards have a prorated performance warranty.

### **ABS Plastic Stools & Accent Guards (Applicable to the current stool colors)**

**0 to 10 Years** – 100% replacement at no charge including freight, installation not included

**10 to 15 Years** – 50% prorated discount from current pricing, freight and installation not included

### **Warranty – 10 Years (Installation not included)**

- Torsion bar lift assist
- Unit-to-Unit Connector on the 3-in-1 ConverTable
- Pneumatic dampers
- Gas spring lift assist and/or dampers

**Warranty – 3 Year (Installation not included)**

- Casters

**Warranty – 1 Year (Installation not included)**

- Table tops with edge-banding and plywood other than Armor-Edge

**Natural Stone Composite Tops**

- ARE NOT covered by a performance warranty

**WARRANTY DOES NOT APPLY TO PRODUCT FAILURE OR LOSS RESULTING FROM:**

- Normal wear and tear
- Failure to apply, install or maintain products according to published SICO® instructions and guidelines
- Abuse, misuse, or accident
- Alteration or modification of the product
- The substitution of any unauthorized non-SICO® components for use in the place of SICO® components on any of the products
- Damage due to shipment
- Color-fastness or matching colors of ABS plastic stools, ABS Accent Guards, Armor-Edge® or other materials that naturally exhibit inherent color variations
- Damage caused by cleaning chemicals
- Rust or corrosion caused by not completely drying the product after cleaning or exposure to moisture
- Dye transfers caused by external contaminants (including clothing and accessory dyes such as those used on denim jeans) may migrate to lighter colors. This phenomenon is increased by humidity and temperature and is irreversible.

**WARRANTY REMEDIES**

Pursuant to this warranty, if a product fails under ordinary use as a result of a defect in materials or workmanship, SICO® will repair or at SICO®'s option, replace the affected product at no charge.

- A product "defect" means an inadequacy in the material or workmanship of the product that existed at the time when you received the product from a SICO® or a SICO® authorized dealer.
- An "ordinary use" means use of the product (i) in conformance with all applicable local, state, or federal laws, codes and regulations and (ii) in accordance with SICO® recommendations and/or instructions in the materials and documentation accompanying the product.

All repairs and returns must be approved, in writing, by SICO® before action is taken. The product serial number will be required to process and authorize any warranty claim. All claims are to be reported to:

SICO America Inc.  
Customer Care Department  
1-800-424-0796  
support@sicoinc.com

Address:  
7525 Cahill Road  
Minneapolis, Minnesota 55439

Repair or replacement in accordance with the foregoing procedure is the buyer's sole and exclusive remedy, whether buyer's claim arises under contract, tort or otherwise. SICO® shall not be liable for any consequential damages. SICO's liability is limited to the purchase price.



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## **SICO® WOOD NESTING TABLE WARRANTY**

SICO America Inc., Minneapolis, Minnesota warrants the SICO® Wood Nesting Tables to be free from defect in materials and workmanship for a period of one (1) year from the date of delivery. Product defects arising from faulty materials or unsatisfactory workmanship will be replaced or repaired to a serviceable condition free of charge to the original purchaser for said period of one (1) year. The foregoing is SICO's exclusive warranty with respect to the Wood Nesting Tables. SICO® MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE, and makes no other warranties except for the warranties expressly set forth above.

All repairs and returns must be approved, in writing, by SICO® before action is taken. The product serial number will be required to process and authorize any warranty claim. All claims are to be reported to:

SICO America Inc.  
Customer Care Department  
1.800.424.0796  
[support@sicoinc.com](mailto:support@sicoinc.com)

Address:  
7525 Cahill Road  
Minneapolis, Minnesota 55439

Repair or replacement in accordance with the foregoing procedure is the buyer's sole and exclusive remedy for any defective products, whether buyer's claim arises under contract, tort or otherwise. SICO® shall not be liable for any consequential damages, and in any event, SICO's liability is limited to the purchase price paid for the products purchased.

## Warranty

SKUTT CERAMIC PRODUCTS, INC. warrants this product to be free from defects in materials and workmanship for two full years from the date of the first retail purchase from an authorized Skutt dealer.

### **What Skutt Will Do:**

Skutt will repair or replace, at its expense, any defective part upon return, freight prepaid, to any authorized Skutt Service center.

### **What is Not Covered:**

This warranty does not cover (1) any defect not reported to an authorized Skutt dealer or distributor within 10 days of discovery; (2) Type K Thermocouples; (3) any damage caused by overfiring; (4) products subjected to abnormal strain, freight damage, neglect, abuse, improper storage, failure to follow instructions, or products altered from factory standard condition; (5) products whose identification number has been changed; (6) failures of, or failures caused by, parts or accessories not manufactured or supplied by Skutt Ceramic Products; (7) kilns used for purposes other than firing ceramic materials; (8) kilns used for reduction or salt firing; and (9) elements in "PK" model kilns.

### **How To Obtain Warranty Service:**

Notify your Skutt dealer or distributor within 10 days of discovery of any defect. Deliver any defective part, freight prepaid, to an authorized Skutt service center. A list of Skutt service centers may be obtained from your dealer or from Skutt Ceramic Products, Inc. at the address and telephone number below.

**Other Limitations:** ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING PROPERTY DAMAGE, LOST PROFITS, LOSS OF USE, OR OTHER ECONOMIC LOSS, ARE EXCLUDED TO THE FULL EXTENT PERMITTED BY STATE LAW. Some states do not allow the exclusion of incidental or consequential damages, so the above exclusion may not apply to you. ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Dealers are not authorized to modify this Warranty or to make any additional commitments. Skutt will not be responsible for promises not contained in this Warranty.

**State Law Rights:** This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

**6441 S.E. JOHNSON CREEK BLVD, PORTLAND, OREGON 97206 (503) 774-6000**

### **How to Request Warranty Service**

All repair work must be authorized, either by Skutt, or by an authorized Skutt Distributor before the work is done. If you believe your kiln is going to require warranty servicing, the first step is to call the Distributor from whom you purchased the kiln. If they are unable to provide or coordinate service, call Skutt Ceramic Products and ask for our Technical Service Department. 503-774-6000

Skutt has one of the most extensive networks of Distributors in the country. However, not all areas have a trained kiln technician. We realize that re-packaging and shipping your kiln is not a realistic option for most of our customers. Many of our Distributors have trained kiln technicians either on staff or with which they contract. Often times these technicians will travel to your business or home to do the repair. Skutt will pay them for their time on the job. It is your responsibility to pay them for their travel time to and from your location.

**PLEASE REGISTER YOUR WARRANTY AT [WWW.SKUTT.COM](http://WWW.SKUTT.COM)**  
**under the "Contact Us" tab to streamline future warranty requests.**  
**You will need your SERIAL NUMBER, MODEL NAME, VOLTAGE, and PHASE.**  
**All of this information can be found on the SERIAL PLATE,**  
**which is located on the side of your control box.**

## Warranty

Skutt warrants this wheel to be free from defects in both materials and workmanship for a period of 5 years from the date of purchase. This warranty is void if this wheel has been misused, abused, damaged by accident, neglected, freight damaged, or repaired or modified by anyone other than Skutt or one of our specifically authorized Skutt Dealers.

For repairs, this wheel must be packed and returned to Skutt via insured freight by the customer at their expense. The repaired wheel will be returned freight collect. The customer is responsible for all freight charges to and from Skutt.

This warranty is exclusive and is in lieu of all other warranties, expressed or implied. Including, without limitation, warranties or merchantability and fitness for particular purpose, all other representations to the first user purchase and all other obligations or liabilities, including liability for incidental and consequential damages. Skutt's liability in all cases is limited to the replacement price of its product. This warranty gives you specific rights. You may also have other rights which may vary from state to state.

All warranty claims must be coordinated and approved by Skutt.

## Warranty Procedure

If you have a warranty claim the first step is to contact Skutt. Skutt has 2 full time technicians available to help with questions on operating and troubleshooting your wheel. Often times issues can be settled without having to pack the wheel and send it out for servicing. If after discussing the problem it is agreed that it will be necessary to get the wheel back to Skutt or an authorized Skutt Dealer for repair, Skutt will issue you a Return Merchandise Authorization number which must be clearly marked on the outside of the package. All warranty repairs must be pre-authorized by Skutt. If you have a question regarding technique or how to use specific products, please contact the supplier of that particular product.

**Skutt Ceramic Products, Inc.**  
**6441 SE Johnson Creek Blvd.**  
**Portland, OR 97206**  
**503-774-6000**

## Specifications

The chart below shows the recommended electrical specifications for the Skutt line of Electric Potters Wheels. All Skutt electric wheels are designed to plug into a standard household electrical outlet.

Models	HP	Voltage	Amp	Fuse Size
Classic and Legend	1/3	220	1.5	15 AMP
Elite, Revolution, and Steven Hill	1/2	220	2.6	15 AMP
Professional and Premier	1	220	5.0	15 AMP

Wheels sold outside of the USA are designed specifically to meet the requirements of the country in which they are to be used. Always check the electrical information located on the serial plate of your kiln to see if it matches your particular installation.



## Limited Warranty

Stevens Industries, Inc., warrants, for a period of three (3) years from the date of substantial completion, the product manufactured by it to be free from defects in material and workmanship when properly installed under normal use. Some variation in the finishes of these products is characteristic, in terms of color and texture, and does not constitute a defect. Stevens assigns to the original purchaser, to the extent assignable and without recourse to Stevens, any manufacturer's warranty covering component parts of the product.

This warranty is expressly in lieu of any and all other warranties, expressed or implied, including the warranties of merchantability and fitness for a particular purpose. Stevens makes no other representations or warranties of any kind, and shall not be liable for any incidental, consequential or other damages for any alleged negligence, breach of warranty, or upon any other theory, other than the limited warranty first set forth above.

It is expressly understood and agreed that the limit of Stevens' liability shall be, at Stevens' sole option, the repair or re-supply of a like quantity of non-defective product, and that Stevens shall have no such liability except where the damage results solely from a breach of Stevens' warranty. Any claim under this warranty shall be deemed waived unless made in writing and received by Stevens within thirty (30) days of the date the defect to which each claim is discovered or would have been discovered, and no later event than three (3) years as aforesaid. The term "original purchaser" as used herein, shall be deemed to mean that party for whom the product is originally installed.



Stevens Industries, Inc.  
704 West Main Street • Teutopolis, IL 62467  
P: 217.857.7100 • F: 217.857.7101  
stevensind.com



## Products Warranty

We offer an industry-leading warranty on our playground, shade, shelter, and site furnishings.

Superior Recreational Products (SRP) warrants that its product will be free from defects in materials and workmanship as well as maintain structural integrity for the periods listed below from the date of invoice and once SRP has been paid in full. This warranty is in effect only if the product has been assembled and installed strictly in accordance with the setup instructions provided by SRP, good construction practices, and has been subjected only to normal use and exposure.

- Lifetime\* Warranty: playground steel and recycled posts, all stainless steel hardware, c-line fittings, and aluminum post caps
- 20-Year Limited Warranty: steel shade framework
- 15-Year Limited Warranty: playground pipes, rungs, loops and rails, roto-molded plastics, HDPE plastic sheets, punched steel decks, and recycled decks
- 10-Year Limited Warranty: shelter structures, shade fabric, and Ascend Rope Climber cable breakage
- 7-Year Limited Warranty: textured polyethylene and thermoplastic site amenities coatings
- 5-Year Limited Warranty: site amenity frames, netting cable, and powder coat
- 3-Year Limited Warranty: electronic play and Ascend Rope Climber flexible rubber belting
- 1-Year Limited Warranty: moving parts, shade cable, and materials not covered above

The Limited Warranty excludes abnormal conditions, contingent liability, cosmetic defects such as scratches, dents, marring, stripping, peeling, or fading; damage due to incorrect installation, vandalism, misuse, accident wear and tear from normal use; exposure to extreme weather, immersion in salt or chlorine water, damage due to sand, salt spray, or other abrasive and corrosive material; unauthorized repair or modification, abnormal use, or lack of maintenance. The warranty does



not cover damages due to "acts of God" such as hail, flooding, lightning, tornadoes, sand storms, shifts of terrain, earthquakes, mudslides, and windstorms.

SRP does not warrant the product for defects caused by erection, harsh site conditions, lack of maintenance, and/or other conditions beyond SRP's control. SRP will not be held responsible for any materials that were not properly stored prior to installation. SRP reserves the right to void the limited warranty if it is not installed per the installation instructions and/or unauthorized modifications.

In the unlikely event of failure, SRP reserves the right to alter the design, color, or contributing factors to rectify the condition and help prevent any future reoccurrence(s). SRP has the option to repair or replace any defect in materials.

The warranty is void if any changes, modifications, additions, or attachments are made to the product without the written consent of the manufacturer.

No signs, objects, ornaments, fans, lights, fixtures, or decorations may be hung from the structure unless specifically designed and engineered by the manufacturer or has the manufacturer's written approval.

SRP excludes any implied warranty of merchantability, fitness, or purpose, and there are no warranties that extend beyond the description of the face hereof. Under no circumstances will SRP be responsible for any indirect, special, consequential, incidental, or liquidated damages due to breach of warranty and such damages are specifically excluded from the warranty.

The owner shall notify SRP with the original Sales Order Number issued from SRP to arrange for an inspection within 30 days after discovery of any defect under this warranty and before any alteration or repair is made or attempted. This Limited Warranty shall be null and void if the owner makes any alterations in design.

This warranty is the only express warranty given by the company. No person has the authority to change or add to these obligations and liabilities. The company reserves the right to determine whether the fault is caused by faulty workmanship, material, or the part that is defective.

SRP will repair or replace at its discretion any defective part/s on an Ex-Works basis only. It is the responsibility of the customer to return the whole unit or the defective part/s at their own cost back to SRP for inspection along with proof of the date of purchase. SRP will not be liable for any costs incurred by the customer as a result of

replacing the defective part/s, including but not limited to the costs of site visits and the labor costs involved with the removal and reinstallation of the whole unit or the defective part/s. Furthermore, SRP will not be liable for any claimed compensation while the unit is not working or not present at the site whatsoever. This guarantee does not entitle the customer to a completely new product due to a defective component.

#### Limited Warranty: Structural Steel

Shade | SRP offers a 20-year Limited Warranty on structural steel frames for shade canopies against failure due to rust-through corrosion under normal environmental conditions. Should the fabric or parts need to be replaced under the warranty, SRP will manufacture and ship new replacement parts at no charge for the first ten years, thereafter pro-rated at 10% per annum over the last ten years.

Shelter | SRP offers a 10-year Limited Warranty on structural steel frames against failure due to rust-through corrosion under normal environmental conditions. Should the parts need to be replaced under the warranty, SRP will manufacture and ship new replacement parts at no charge for the first six years, thereafter pro-rated at 18% per annum over the last four years.

Site Amenities | SRP offers a 5-year Limited Warranty on structural supports for tables and benches to the original purchaser to be free of rust outs that would compromise structural integrity.

Playgrounds | SRP offers a \*Lifetime Limited Warranty on structural steel frames against failure due to rust-through corrosion under normal environmental conditions. Should the parts need to be replaced under the warranty, SRP will manufacture and ship new replacement parts at no charge for the first ten years, thereafter pro-rated at 50% for the second ten years and 25% from thereon.

All Steel | Workmanship is warranted for a period of five years. This steel warranty shall be void if damage to the steel is caused by the installer or from physical damage, damage by salt spray or sprinkler systems, contact with chemicals, chlorine, pollution, misuse, vandalism, or any act of God.

#### Limited Warranty: Powder Coat

Superior Recreational Products offers a 5-year Limited Warranty for powder coating to the original purchaser. This Limited Warranty is for factory applied finish only. Damage occurring from shipping, erection, vandalism, accidents, or field

modification is not covered in this limited warranty and will require field touch-up immediately and periodically thereafter. The owner must report any defect in powder coat at the time the installation is completed. Not covered by this Limited Warranty are acute angles, welds, and end plates.

The Limited Warranty for powder coating provides the following after a 5-year exposure period when applied according to the recommendations listed on the product's technical data sheet and appropriate surface preparation has been utilized.

- The coatings shall retain their original color with a  $\Delta E$  of  $<7.5$  units for high chroma colors (yellows, reds, oranges, etc.) and a  $\Delta E$  of  $<5.0$  units for low chroma colors, when tested in accordance with ASTM D 2244.
- The coating shall retain a minimum of 50% of its original gloss level after washing, when tested in accordance with ASTM D 523.
- The coating shall exhibit chalking no worse than numerical rating of 6, when evaluated in accordance with ASTM D 659-80.

### Stainless Steel Series Powered by Playdale Playgrounds

Playdale Playgrounds warrants its products to the original customer to be free from structural failure due to defect in materials or workmanship during normal use and installation in accordance with the published specifications. The warranty shall commence on the date of the invoice and terminate at the end of the period on the full warranty statement. The warranty is valid only if the products are installed properly and in conformance of the specifications, installation guides, Playdale Playgrounds design layout, and properly maintained in accordance with the maintenance schedule provided within the installation instructions. Playdale Playgrounds reserves the right to accept or reject any claim in whole or in part. Playdale Playgrounds will not accept the return of any product without prior approval by Playdale management.

SRP offers a 7-year Limited Warranty to the original purchaser of the products to be free of corrosion on seats and tops that results in bare metal exposure after the date of purchase, excluding any corrosion that may be the result of vandalism or intentional stripping of any of the coating.

### Electronic Play

SRP guarantees the speakers, sound chips, and circuit boards used in the production of their electronic play products for 3 years against electronic failure

caused by manufacturing defects. This guarantee does not include failure as a result of any form of misuse, vandalism, or neglect including, but not limited to, accidental damage while changing the batteries or servicing the internal electronics, a failure to follow the battery replacement guide, the troubleshooting guide, or the care and maintenance instructions for the electronics units.

## Shade Fabric

Shade Fabric | Traditional shade fabric made with PTFE fiber that is high strength and low shrinkage carries a 10-year limited warranty. This warranties that the sewing thread used on the traditional shade fabric will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather, and water. All other warranties are disclaimed.

SRP fabrics carry a 10-year Limited Manufacturer's Warranty from the date of delivery against failure from significant fading\*\*, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, SRP will manufacture and ship new fabric at no charge for the first six years, thereafter pro-rated at 18% per annum over the last four years.

\*\*The colors red and yellow are warranted against significant fading for only two years. If the corners of the fabric are equipped with both holes in the fabric corner PLUS reinforcing straps, BOTH the strap and fabric hole must be placed over each corner hook or the fabric warranty is void.

Fabric curtains, valences, or flat vertical panels are not covered under the warranty.

Fabric is not warranted where it is installed on a structure that is not engineered and built by SRP or its agents.

This warranty shall be void if damage to or failure to the shade is caused by contact with chemicals, chlorine, bleaching agents, hydrocarbons or hydrocarbon containing solvents, misuse, vandalism, or any act of God, including but not limited to wind in excess of the wind limitations set forth below.

All fabric tops are warranted for sustained winds up to 76mph (Hurricane Force 1) and for gusts of up to 3 seconds duration up to 90mph. Removal of the shade fabric is required if damaging winds are called for. Damage due to snow and/or ice accumulation is not covered by this warranty. Canopies should be removed during the "off season."

These structures have been designed to eliminate any friction between the rafters and the fabric. The warranty will, therefore, be voided if any modification (temporary or permanent) is made to the rafter, cross pieces, or ridge beams, or if the fastening apparatus or canopy are not secured accordingly.

Structures are warranted for winds up to 90 or 105 mph only if shade canopies have been removed as per requirement set forth above in the fabric paragraph. Removal and re-installation must be performed by a qualified person or authorized dealer.

### Pricing Policy

All prices are F.O.B. factor and do not include freight, installation, shipping and handling, surfacing, or applicable taxes. All prices listed were current at the time of printing and in U.S. currency. Prices are subject to change without notice.

### Cancellation and Return Policy

To view our return policy, please visit [superiorrecreationalproducts.com/returns](http://superiorrecreationalproducts.com/returns). For Information on Return Material Authorizations please call 1.866.547.4281.

### Shipping Policy

To view our shipping policy, please visit [superiorrecreationalproducts.com/shipping](http://superiorrecreationalproducts.com/shipping). For Information any further information please call 1.866.547.4281.

\*For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that seller warrants to its original customer for as long as the original customer owns the product and uses the product for its intended purpose that the product and all parts will be free from defects in materials and manufacturing workmanship. This warranty does not cover damage caused by vandalism, misuse or abuse, altered or modified parts, or cosmetic damage such as scratches, dents, or fading or weathering and normal wear and tear. This warranty is valid only if the structures are installed in conformity with instructions provided by Superior Recreational Products using approved Superior Recreational Products parts. Superior Recreational Products will deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for labor or the labor costs of replacement. Warranty claims must be filed within the applicable warranty period and accompanied by a sales order or invoice number.

# WARRANTY INFORMATION

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## **Limited Lifetime Warranty:**

Waddell warrants all cases to be free from defects in material and workmanship under normal use and care. Our warranty covers replacement of parts and material only. Electrical fixtures are covered for one year. Contact Waddell Customer Service for all warranty claims and replacements.

## **Finish Warranty:**

Minor variations in finish color may occur due to the unique texture and grain of wood. Warranty does not cover finish damage under normal wear and tear.

## **Exclusions:**

This warranty does not apply to:

- Damage caused by drilling or mounting customer's own materials to case without following Waddell's hanging instructions
- Normal wear and tear, which is to be expected during the period of ownership
- Color, grain, or texture of wood, laminate, and other covering materials
- Non-compliance with installation and maintenance instructions
- Electrical grommets where the box has been opened
- Damages or failures resulting from modifications, alterations, misuse, abuse, negligence, or improper care and maintenance of our products

Follow these procedures to process warranty issues:

1. Contact Waddell Customer Service (800.622.1331) and provide the purchase order number or acknowledgment number if available, and a detailed description of the warranty issue.
2. Customer Service will determine and pre-approve all resolutions to the claim such as replacement units, service parts, labor and repair charges. Upon approval, resolutions will be assigned an authorization number.
3. The authorization number must be included on all invoices for reimbursement. Any unauthorized charges will not be the responsibility of Waddell.



## **WB Manufacturing's Promise**

WB Manufacturing warrants that its products shall be free of substantial defects in original material and workmanship based on specifications from the date of delivery to the extent detailed herein. **WB Manufacturing promises to repair or replace any WB Manufacturing brand product or component that is defective in material or workmanship under normal use for as long as the End User owns it.** This is the sole and exclusive remedy for WB Manufacturing products to be found defective. This warranty applies to WB Manufacturing products from the date of delivery to the End User and is non-transferable but is subject to limitations, exclusions or other provisions detailed below. End User implies the final purchasing entity acquiring the product from a WB Manufacturing Authorized Dealer for the purchaser's use and not for resale, remarketing or distribution.

## **WB Manufacturing Limited Lifetime Warranty Terms**

### **Limited Lifetime Warranty**

WB Manufacturing warrants that its laminate furniture, Book Nook Products, CaseworkUSA® Storage, REplay® Laminate Lockers & Cubbies, REplay® Storage Cabinets, Rhapsody® Music Storage, Storage Solutions, Synergy Products, World Famous Lockers, and its steel frame products, specifically our desks, tables, chairs, and stools shall be free of substantial defects in original material and workmanship from the date of delivery. This warranty is subject to the limitations and exclusions indicated below. Additionally, WB Manufacturing warrants that all laminate furniture products are to be compliant with Custom Grade or better, as defined in AWI Standards, Eighth Edition, Revision 2, unless contract documents indicate otherwise.

### **12 Year Warranty**

WB Manufacturing warrants that its laminate tops, butcher block tops, phenolic tops, epoxy tops, stainless steel tops, high wear, and moveable parts (ie: casters, glides, etc.) shall be free of substantial defects in original material and workmanship for twelve (12) years from the date of delivery.

### **5 Year Warranty**

WB Manufacturing warrants that all pneumatic bases and bases with flip mechanisms are free of substantial defects in original materials and workmanship for five (5) years from the date of delivery. Fomcore products are also warranted to be free of defects in material and workmanship under normal use of the product for five (5) years. Product must be properly cared for, maintained and in use by its original owner. Damage in transit or by negligence, abuse, abnormal usage, misuse, accidents, or alterations nullifies the warranty.

### **1 Year Warranty**

WB Manufacturing warrants that all electrical components, dry erase markerboard surfaces and HangOut Stools are free of substantial defects in original materials and workmanship for one (1) year from the date of delivery.

## **WB Manufacturing Warranty Exclusions and Limitations**

### **Exclusions**

**This warranty does not apply, and no other warranty applies to the following:**

- Abnormal defects caused by abuse or unruly use, modification, or alteration of the product.
- Any damage caused in transit by the carrier. WB Manufacturing will handle this with separate terms.
- Ordinary wear and tear (including but not limited to, scratching of laminate, phenolic, epoxy and butcher block tops, and ghosting on dry-erase markerboard) involving primary furniture surfaces, which are to be expected over the course of ownership.
- Products installed, used, or maintained without following product specifications, assembly instructions or WB Manufacturing recommendations and warnings.
- Any intentional modifications or attachments to the product that were not designed or approved by WB Manufacturing.
- Product exposure to water or dense humidity.

### **Warranty Limitations**

This warranty is provided only to the initial purchaser, is non-transferable and is valid strictly for as long as the product is owned by the original customer. To be protected under this warranty, all products must be stored in areas of controlled temperature and humidity, and periodic regular scheduled maintenance must be performed. Cleaning of the high pressure laminate should be done by warm water and a non-abrasive cleaner. Abrasive materials should not be used for cleaning.

This warranty does not cover improper assembly/installation, failure as a result of inadequate inspection and maintenance, accident, vandalism or freight damage. Any incidental or consequential damages, including but not limited to business losses, personal property damage, and third party liabilities are hereby expressly excluded.

WB Manufacturing shall repair or replace, at its discretion, any portion of the product which proves to be defective under the terms of this warranty. Freight and installation costs are not included. WB Manufacturing may elect to substitute a reasonably comparable product, or a cash refund of the original purchase price (less reasonable depreciation) in the event the original warranted product is no longer manufactured at the time the warranty is exercised.

WB Manufacturing products are not recommended or warranted for outdoor use. Some natural color variations occurring in plastics, laminates, paints, or other natural materials are inherent to their character and cannot be avoided. WB Manufacturing does not consider these as defects. In addition, color-fastness or matching of colors, grains or textures of such materials are not warranted. Materials used at the request of a user or provided by customer is not warranted. There are no implied warranties of fitness or merchantability, and there are no other express warranties beyond the warranties expressed here.



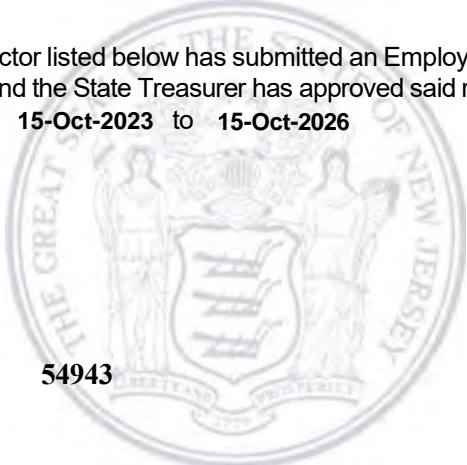
# Proposal Form 17: New Jersey's Requirement - AA302 Certificate

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Oct-2023** to **15-Oct-2026**

**SCHOOL SPECIALTY, LLC  
W6316 DESIGN DR  
GREENVILLE**

**WI 54943**



*Elizabeth Maher Muoio*  
**ELIZABETH MAHER MUOIO**  
State Treasurer