

Terms

Terms and Conditions

The prices published in the price book are the manufacturers suggested retail list price (or as otherwise stated) and listed in dollars, subject to change without notice. List prices are those that are in effect at time of receipt of order. BORGO will endeavor to keep the dealer up to date on price changes. If shipping date requested is beyond 90 days from the completion of the order, BORGO reserves the right to use the published list prices effective at the time of shipment.

Taxes

BORGO list prices do not include any sales tax, GST, HST, PST, excise or other applicable taxes. The purchaser is responsible to remit directly to BORGO all such taxes when invoiced. A tax exemption certificate (if applicable) must be on file with BORGO prior to the product being shipped, otherwise, all sales tax will be due and payable. Applicable taxes are extra.

Payment Terms

All orders will be invoiced 48 hours after the dealer (customer) has been notified that the order is ready to be shipped or picked up. Terms of payment are net 30 days from date of invoice, payable to Borgo Contract Seating. BORGO shall exercise the right to a 2% charge per month, or 24% per annum on any past due invoice or outstanding balance. Any products sold shall remain the property of BORGO until paid in full. The purchaser agrees to perform all acts which may be necessary to assure retention of title to said products to BORGO until the products have been paid in full.

Credit

Should the purchaser fail to fulfill the terms of payment BORGO may defer further shipments until all such payments are made or may, at its option, cancel the unshipped balance without prejudice to any other rights which BORGO may have against the purchaser. Shipments and deliveries shall at all times be subject to approval of the purchasers credit and BORGO reserves the right even after partial shipment or partial payment on account, to require from the purchasers satisfactory security for the due performance of the purchasers obligations. Refusal to furnish such security will entitle BORGO to defer any further shipments until such security is provided, or to cancel any order or so much of it as remains unperformed, without prejudices to any other rights that BORGO may have against the purchaser.

Offer of Sale

Possession of this price list or any other literature shall not imply BORGO's willingness to sell to the holder will not be constructed as a direct offer of sale. The current price list shall prevail if any conflicts arise over pricing.

Orders

BORGO has achieved ISO 9001 certification. BORGO's continued commitment to this process requires that all purchase order to be constructed as valid must be submitted in hard copy on the purchasers company letterhead or other official company documentation with an authorizing signature This procedure is mandatory for BORGO to maintain its ISO accreditation. We ask your cooperation and understanding in making sure that no verbal purchases orders are given over the telephone. Verbal orders WILL NOT be accepted.

Terms

Terms and Conditions

TO PLACE YOUR BORGO ORDER Fax your order to: 416-679-8139

All orders submitted in writing will be binding only when validated by BORGO using an official acknowledgment from with the companies excepted ship date. It is the purchasers responsibility to review the acknowledgment; any incorrect information must be communicated to BORGO within 24 hours., followed by immediate written confirmation. Any error on the purchase order will delay the manufacturing of the whole order. Once the written confirmation has been received, manufacturing of the product (purchase order) will commence.

When placing orders, please provide the following information:

1. **Account number**
2. **Purchaser Order number:** supply PO number form the party to be invoiced
3. **Sold/Bill to:** name and address. If Borgo is to invoice the end user, please provide end user purchase order made to Borgo or Borgo c/o dealer involved. Include the fax and phone number of destination.
4. **Ship to:** complete name and address of destination.
5. **Shipping instruction:** Specify carrier and routing. In the event, a carrier is not specified; Borgo will determine the appropriate freight carrier and routing.
6. **Tagging Instructions:** Contact person name with phone number
7. **SQ (Special Quotation):** Please include if a number was given. It will avoid delay in processing the order.
8. **Verbal Quote:** State individual name giving the price and date of quotation
9. **Complete Model Number:** For example - 3604-3(fabric grade), 108 green (fabric color), MT1 (mechanism), UAB (arms), VTW (casters), EAFS (seat foam), SSP (sliding seat pan), etc.
10. **List all options using appropriate abbreviation with correct item code for each option.**
11. **Fabric:** Pattern number and name, & Color number and name. Manufacturer's name where applicable. Specify the direction in which fabric is to be cut; railroad or off the bolt.
12. **Mechanism**
13. **Arms**
14. **Casters**
15. **Special Instruction:** Any other options or accessories
16. **Quantity**
17. **Price:** List price and net price

Terms

Terms and Conditions

Information Notice to our Customers in the United States

The U.S. Customs Service must have the **federal ID number** (also called the IRS#) of the U.S. consignee (recipient) in order to clear shipments. Borgo (exporter) must provide this number on paperwork presented for U.S. Custom's clearance, as a requirement under Title 19, Code of Federal Regulations Chapter 1, Section 142.3. Failure to provide this number can, or will result in shipments being delayed until the remaining, seven numbers, example, 12-345678900. If an individual is receiving the shipment and not a company that person's social security must be provided.

E&EO (Errors and Omissions)

All acknowledgments, quotations and invoices are subject to correction for any errors and omissions.

Installation

To preserve the Limited Lifetime Warranty, BORGO recommends that its product be installed by authorized installers. Authorized installer can be contracted through a BORGO dealer.

Finishes & Materials

COM (Customer Own Material)

COL (Customer Own Leather)

A request for a fabric or surface material not standard to the BORGO product line must be approved by BORGO before acceptance of an order. Customer's own material (COM) must be shipped-freight, duties and brokerage fees prepaid and taxes properly identified with the purchaser's name, order number, ID# and fabric yardage. If the dealer must have the fabric shipped to BORGO directly from the U.S.A., the following must be adhered to, as well as the above information.

* The Canadian dealer must provide the supplier of COM fabric located in the USA with their Canadian "federal business number". This allows Canada Customs and Revenue and the brokerages to assign all appropriate costs to the dealer. If the "federal business number" is not provided by the Canadian dealer to the USA supplier there will be a \$75.00 administration charge levied as well as all obligatory GST, freight and brokerage charges will be invoiced to the dealer by Borgo. The administration charge is levied when the fabric is received by Borgo from the supplier without the dealers "federal business number" shown.

COM prices use Grade 1 pricing or the lowest price listed if grade 1 is not available. COL prices use Grade 3 pricing. The standard Borgo warranty will not apply to COM and COL. Borgo assumes no accountability for fabric wear, defects or suitability and its application in the sole responsibility of the customer.

"Scotch-guarding" of a fabric is an optional extra at an additional cost.

Terms

Terms and Conditions

Seating and Reception Table Finishes

For the customer that requests their own wood (stain) finish on chair frames and reception tables there is a surcharge of \$200.00 NET per different stain per order. For example, one purchase order has specified three different custom stains on fifteen items, the surcharge is $\$200 \times 3$ (stains) = \$600.00 NET

Shipping and Delivery

It is up to the customer to specify the freight carrier and routing. In the event, a carrier is not given, BORGO will determine the appropriate method of transportation and routing of the shipment. All deliveries are dock to dock.

F.O.B.

All products sold are F.O.B. BORGO's plant, Toronto, Ontario, Canada unless otherwise stipulated by BORGO.

Delivery Dates

BORGO shall endeavor to deliver within the date specified on the acknowledgment. BORGO shall not incur any obligation or liability to the purchaser for failure to ship by the specified date and shall not be liable for any direct, indirect or consequential loss, damage or expense resulting from any delay.

Product Shortages

Product shortages must be noted on delivery receipts at the time of the delivery and immediately reported to the carrier for correction.

Claims

BORGO carefully prepares and inspects all products for safe shipment. BORGO is not responsible for damage that occurs in transit. The carrier upon acceptance of the shipment assumes responsibility for the shipment's safe delivery. Claims for loss or damage (even concealed damage) sustained in transit or storage, must be filed with the carrier by the consignee (recipient). Claims against BORGO for apparent defects, errors or storages must be filed within ten (10) days of receipt of products. Failure to claim within ten (10) days shall constitute acceptance of the product and a waiver of any claims against BORGO.

Storage

In the event, the purchaser is unable or unwilling to accept delivery within (5) days of the scheduled shipping date, BORGO may transfer product to storage at the purchasers risk and expense. Upon transfer to storage, the purchaser assumes risk of loss. BORGO will invoice the purchaser for storage fees and the purchaser will make payment in accordance with BORGO's standard payment terms.

Returns

No returns of product will be accepted without prior written consent and instruction from BORGO. All return shipments must be prepaid by the customer, to the BORGO manufacturing location. All returned products must be received by BORGO in original factory packaging. A minimum restocking and handling charge of 35% of the original net price will be charged to the customer on all authorized returned product. Credit will not be issued if the product can not be used as new. It is the responsibility of the party returning the product to ensure that no further damage occurs to the product during the return shipment. Any unauthorized return shipments to BORGO will not be accepted and will be forwarded back to the customer freight collect. Special order items, COM, and COL will not be accepted for return under any condition.