



## **TERMS and CONDITIONS**

### **Design and Approval**

Custom work, drawings will be provided by Martin & Ziegler prior to construction. Construction will not start until all designs have been approved in writing. Once approved, any changes may incur additional cost.

Changes that affect the price must be approved by customer before project proceeds.

### **Payment terms**

Net 30 days on approved Purchase Order after credit approval.

Credit Card

Check or equivalent in advance

### **Limited Warranty**

Martin & Ziegler warrants that this product will be free from defects in materials and workmanship under normal use for a period of listed below by product type.

### **Standard Products**

Fixed height furniture, desks, equipment racks, side tables: 5 years, excluding normal wear and tear, accidental damage, misuse or neglect.

Electrically adjustable desks: 3 years on lifting columns and electrical components, 5 years non-moving parts, excluding normal wear and tear.

Logic System modular consoles 3 years.

### **Custom Designs**

1 Year Structural.

### **Scope of Warranty**

1. This warranty covers only defects in materials and workmanship that occur during normal use of the product.
2. This warranty is valid only for the original purchaser of the product and is non-transferable.

## **Exclusions**

This warranty does not cover:

1. Damage resulting from accident, misuse, abuse, neglect, or improper maintenance
2. Normal wear and tear
3. Cosmetic damage that does not affect the product's functionality
4. Damage caused by unauthorized repairs or modifications

## **Remedy**

If a defect covered by this warranty occurs during the Warranty Period, Company will, at its option:

1. Provide the product or defective component at no charge, using new or refurbished replacement parts, or
2. Replace the product with a new or refurbished product of equal or greater value
3. Refund purchase price.
4. Logic System Consoles and other modular designs are limited to replacement or repair of defective module only. Example, 1 bay of a 10 bay console is defective.

## **Limitation of Liability**

1. The maximum liability of Company under this warranty is limited to the original purchase price of the product.
2. In no event shall Company be liable for any incidental, consequential, or special damages arising from the use or inability to use this product.

## **How to Obtain Warranty Service**

To obtain warranty service, contact customer service [www.martinandziegler.com](http://www.martinandziegler.com).

## **Legal Rights**

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

## **Disclaimer**

THE FOREGOING WARRANTY IS THE EXCLUSIVE WARRANTY MADE BY COMPANY WITH RESPECT TO THE PRODUCT AND COMPANY MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER EXPRESSED OR

IMPLIED. IN PARTICULAR, WITHOUT LIMITATION, COMPANY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### **Freight**

Pre-paid and added, unless purchaser arranges and pays directly. All freight charges quoted are estimates only and can change with actual billing of charges by carriers. Unless specifically noted, all freight is "dock to dock". No accessorials are included unless specified (lift gate delivery, inside delivery, placement in rooms, debris removal, assembly, etc.)

### **Damage**

#### **Visible Damage:**

Note any visible damage on all copies of freight documents BEFORE signing. Take pictures at delivery if possible. Any damage to packaging must be noted.

#### **Hidden Damage:**

Must be notified of hidden damage within 4 business days\*. Notifications after 4 days will void damage claim. Take pictures of hidden damage and packing materials.

### **Return policy**

Standard desks in standard colors are returnable within 2 weeks when in original packaging with 15% repackaging charge, **limited to 1 desk**. We are happy to ship one desk for you to try to confirm it works for you. Refund issued after returned desk is received in good condition.

Custom desks (see design and approval) or standard desks in custom colors are not returnable but are warranted.

Options and accessories are returnable within 2 weeks in original packaging with a 15% repackaging fee.

### **Errors & Omissions**

We strive to have zero errors but we are human. If any item on your invoice is missing we will get it to you promptly. If any assembly hardware is missing we will ship it that day if possible or the next.\*

\*business week m-f excluding national holidays.