

## general information

### terms & conditions of sale

#### placing an order

When placing your order, you must supply us with the following information:

- Company name · Address · Phone/Fax numbers
- Authorized signature · P.O. number · Any special instructions
- Product number · Options selected
- Wood or metal frame finish · Quantity
- Upholstery selection · Desired shipping date

If specifying a Maharam, Momentum, CF Stinson or Wollsdorf synergism product or an item related to another Level 4 Designs program, please note as such. Please check your order carefully to ensure that all ordering information is included on the purchase order.

#### prices

All prices are list delivered prices FOB factory. There will be a \$750 list freight charge for orders under \$3000 list. Prices do not include taxes or installation. Because of frequent monetary fluctuations we reserve the right to change prices without notice. All orders accepted are subject to prices prevailing at time of order.

#### credit and terms

All orders require a 50% deposit to be released into production. Until the 50% deposit is received the order is on hold. The balance payment is due before shipment. A balance due invoice will be sent for payment purposes. Payments should be sent into the 1835 Eastchester Drive, High Point NC 27265 address. Payments are to be made by check only. We do not take credit cards or money orders. We reserve the right to change credit terms at our discretion and any deviation will be determined at the time of order placement and on a case by case basis. In the cases where special payment terms are extended, an invoice will be considered delinquent if not paid within the agreed upon time-frame. If the order contains custom specifications, the 50% deposit is always required, without exception and in certain cases, full payment may be required to release the order. Orders are non-cancellable. In the event of a delinquency customer shall be liable for collection costs including all attorney's fees. Interest will be charged at the rate of 1.5 percent per month on all delinquent accounts. No statement will be rendered unless requested.

#### acknowledgement

Each order will be checked and acknowledged by Level 4 Designs. Customers should check each acknowledgement for accuracy and immediately notify Level 4 Designs of any discrepancies. This printed acknowledgement is the final agreement between Level 4 Designs and the customer, superseding all previous communications regarding the order.

#### samples

Samples will be supplied by request only. They must be paid for and cannot be returned for credit.

#### cancellations

Our acceptance of an order is final and binding and not subject to cancellation by customer.

#### change orders

Our order confirmation is binding and any subsequent change is subject to our ability to conform. Any request for changes must be made in writing to our office before order is put into production. Request to change orders may be subject to a cancellation or restocking fee. If, through customer's error or change of mind, additional labor is incurred, that labor will be billed back to customer.

#### order scheduling

Orders will be scheduled for production only after the following materials or information is received:

- All order related questions have been clarified
- 50% deposit has been received
- All COM/COL has arrived (where applicable)
- Special finishes have been approved in writing (where applicable)

No adjustments will be allowed on orders once released into production. Level 4 Designs may reserve the right to invoice the shipment on the scheduled ship date but may offer storage options at charge.

#### quotations

Quotations can be made only by this office or by a Level 4 Designs sales representative and must be on our official quotation form. Quotations are for a period not to exceed 30 days unless extended in writing.

#### shipping

All orders are subject to delay or failure of delivery due to strikes or other labor difficulties, failure or delay of source of supply, transportation difficulties, war, riot, fire, accident, compliance with government regulations, Acts of God, or other causes beyond our control. All delivery dates quoted are approximate only. Disposition of shipments refused by consignee is the responsibility of the dealer buyer.

#### flammability codes/foam

All standard Level 4 Designs products are manufactured to meet the flammability requirements of California Technical Bulletin #117. It is the customer's responsibility to determine local flammability code requirements.

#### arbitration/venue

All disputes shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. Venue for any arbitration proceeding shall be in Guilford County NC. This contract shall be governed and construed in accordance with the laws of the State of North Carolina. The parties consent to the venue and jurisdiction of the courts of Guilford County, NC, concerning any action or proceeding arising from any controversy or claim under or in relation to this order or contract or any modification thereof.

#### returns

No return of merchandise will be accepted without our written consent and shipping instructions. Unauthorized returns will not be accepted and will be returned freight collect. Special order items cannot be returned. Merchandise returned in damaged condition may be subject to an additional charge equal to our cost of restocking.

#### limited warranty

The original purchaser of Level 4 Designs furniture is protected against defective workmanship for a period of five (5) years from the date of purchase. This warranty does not cover upholstery materials, including COM/COL materials. If we determine that an item under warranty is defective, we will replace or repair that item, at our option, free of charge, provided it is returned promptly as directed. In no event shall liability under this warranty exceed the original purchase price of the furniture. No deductions for repairs in field will be allowed without specific written authorization. Damage caused by common carriers, installers, unauthorized repairs, user modification, attachments to a product, misuse, abuse, alteration or negligent use of products is not covered. If an item becomes damaged, take it out of service immediately. **No other warranty expressed or implied.**

#### wood/finishes

All items will be manufactured with the standard finish we are running at the time of production. On any order where an exact finish match is required, your purchase order must be clearly marked. These will be subject to special finish up-charges and minimum quantities. Wood owes its inherent beauty to variations in color, grain and texture, and therefore, these variations are not considered defects. There may be minor variations from one piece of furniture to the next even though they are finished at the same time. Level 4 Designs does not guarantee exact matches of grain or natural wood color. Please note that light finishes on wood products do not mask the natural characteristics of wood. When attempting to match previous orders, please consider that aging and exposure to light may cause wood finishes to darken.

#### wood finish palette

4000 natural	4008 dark walnut
4001 warm maple	4009 european walnut
4002 oak	4010 espresso
4005 medium cherry	4011 wenga
4006 dark mahogany	4012 amber grey
4007 mahogany	4013 cashmere

The wood species used on seating and other items in this catalog may vary due to natural variations in both solid and wood veneers. Minor variations in color, grain and texture may occur.

## general information, terms & conditions of sale cont.

### special finishes

All special finishes will be charged a \$750 list charge for labor and materials. When attempting to match finishes provided by other companies, please consider that we are not responsible for variations in other companies' wood samples and/or actual furniture. special finishes must be approved in writing before the order will be scheduled into production. On your purchase order, please specify what address the finish sample should be sent to for approval. Please include a contact name and phone number for delivery purposes.

### designs

All dimensions are overall measurements. Dimensions and weights shown are approximate. We reserve the right to make adjustments in dimensions, design and/or construction without prior notice.

## care and maintenance program

Periodic maintenance is necessary to ensure long-term durability and customer satisfaction. Customers should inspect and clean each item and tighten screws and bolts every three months.

### wood chairs and stools

1. At least once every three months, perform a thorough inspection of each chair. Particular care should be taken in inspecting the seat rails and bottom and front side rails for loose joints. One loose joint will put extra pressure on all other joints and will eventually cause all joints to loosen, which could result in the chair collapsing. Loosening of the joints may also occur when people rock backwards on chairs or stools. In the event that any of the joints become loose, you should take the chair out of service and correct the problem.
2. At least once every three months, wood finishes should be cleansed with a soft cloth slightly dampened with a water-soluble wood finish cleanser to remove built-up grease and grime. Immediately wipe off any moisture accumulated on the chair's surface or within joints.
3. Particular care should be taken in moving chairs and stools. Be careful not to drop them, especially when cleaning floors and placing chairs upside down on tables. If chairs are dropped so that the top of the back strikes the floor, chipping, delaminating or breakage could occur.
4. Chairs should not be subjected to extremely hot or humid environments, such as the extremes found in cooking facilities.
5. Do not stand on chairs.
6. Our bentwood chairs are a handmade product. A certain amount of natural flexing will occur when in use. In some cases, this will cause the lag bolts under the seat or the attaching screws to slightly loosen. Check the chairs every three months and if required, give the screws a half turn to tighten. This is especially important with the lag bolts.

### upholstery

1. Clean vinyl with a mild soap and water solution or a good grade automotive vinyl cleaner. Spills and spots require prompt action, since stains can become permanent if allowed to set.
2. Fabric care: Because our chairs can be covered with an infinite array of fabrics, customers should clean upholstery fabrics with a substance that is recommended for that material's composition. Using a non-recommended cleaner on fabrics may damage the material. When in doubt, consult the fabric manufacturer.
3. Clean leather with a mild saddle soap. Do not use water, or allow water or stains to set into leather. Clean with specialty leather cleaner.

### foam

The polyurethane foam used by Level 4 Designs is **FLAMMABLE** under certain conditions. Prevent exposure to open flame or intense heat from smoking materials, electrical equipment, heaters, dryers, unprotected lights, etc. Exposure to sufficient heat and/or flame could result in the foam burning and releasing heat, smoke and gases that, if inhaled in certain quantities could inhibit breathing and result in fatalities.

It is the responsibility of users and facility managers to take the necessary precautions to ensure safety and open exits in the event of a fire.

### occasional tables

For long lasting beauty, please clean your Level 4 Designs tables with care. At least once every three months, the wood finish should be cleansed with a soft cloth slightly dampened with a water-soluble wood finish cleanser to remove built-up grease and grime. Immediately wipe off any moisture accumulated on the table's surface or within joints. **DO NOT USE AMMONIA, DEGREASER, BLEACH OR ABRASIVE CLEANERS.** Liquid spills should be wiped dry immediately. A non-waxy, build-up free polish may be used for added protection. Excessive, prolonged exposure to direct sunlight, high temperatures or high humidity can cause damage to both the finish and the wood itself.

### table tops

1. Plastic laminate or fiberglass tops: This finish is impervious to most chemicals and is alcohol proof. Stubborn stains may require use of stronger solvents. Although solvents will not harm the surface of most plastic laminates, they will attack the adhesive, which is used to bond the laminate to the core, and they are flammable.

2. Veneer and solid wood tops: Clean the finish with a soft cloth and a gentle cleaner recommended for wood. Do not use cleaners with ammonia, degreaser, bleach or abrasives.

**PLEASE NOTE:** Only products specifically marked as such are suitable for outdoor use. If proper care and maintenance procedures are not followed, all warranties, both expressed and implied, shall be invalid.

## com/col

1. All upholstered items may be ordered using customer's own fabric or vinyl materials (COM). Prices listed under COL refer to customer's own leather. Yardage requirements shown are based on 54" wide plain material. If fabric design requires topped/woven way, Customer Service should be contacted for additional required yardage.  
**Level 4 Designs, 1835 Eastchester Drive, High Point NC 27265 phone 336.235.3450**

	pattern cut	pattern cut	
repeat	across roll	up the roll	2-way repeat
1 - 5"	ADD 10%	ADD 15%	ADD 15%
6 - 9"	ADD 15%	ADD 20%	ADD 25%
10 - 13"	ADD 20%	ADD 25%	ADD 30%
14 - 20"	ADD 25%	ADD 30%	ADD 35%
21 - 27"	ADD 30%	ADD 35%	ADD 40%
28 - 34"	ADD 35%	ADD 40%	ADD 45%

On any fabric less than 54" or with a pattern larger than 45%, please call Customer Service for yardage requirements.

**NOTE: When supplying fabric on multiple rolls, please add 2 yards to the total yardage requirement**

2. On orders specifying COM/COL please supply application instructions for striped/patterned or reversible fabrics. In the absence of special instruction, Level 4 Designs reserves the right to use their own judgement and will apply the fabric in what is determined to be the best manner.
3. We reserve the right to reject any covering that, in our professional opinion, is unsuitable for upholstery purposes. Level 4 Designs's approval signifies only that the material in question can be applied to the products for which intended. Such approval does not constitute any responsibility nor any warranty on the part of Level 4 Designs as to appearance, behavior or durability of COM. In no instance shall Level 4 Designs be held responsible for unsatisfactory results due to the use of coverings unsuitable to our manufacturing methods.
4. Level 4 Designs cannot predict, nor be responsible for, how an upholstery material wears in an installation setting. We will not be held responsible for wear, fading, stretching or performance of any covering materials whether supplied by the purchaser or by our sources.
5. Vinyl upholstery materials must be the expanded type reinforced with elastic backing. Do not send wall covering. Since mills do not guarantee their products, we shall not be held responsible for blemishes, plate marks, or differences in color or tone between covering material supplied and samples from which the choice was made.
6. Level 4 Designs cannot be responsible for defects, color inaccuracies, dye lot variations and other such flaws. Such defects or flaws may require additional COM yardage.
7. Level 4 Designs assumes no responsibility for the flame retardancy of any COM. Customers are solely responsible for making sure that COM complies with all applicable fire codes and regulations.
8. Level 4 Designs will not schedule an order until all COM/COL material arrives at the factory. Level 4 Designs will not split ship orders unless required in writing. Multiple shipments may incur additional freight charges.

## com/col cont.

- Before sending COM material in, we recommend that you check with customer service to see if the fabric has been tested and approved by our factory for use on our products. If the fabric has not been tested prior we highly recommend that you send a memo sample in for testing. In doing so, please mark "For Testing" and indicate which products the fabric will be used on.
- Refer to the following list of upcharges for combination upholstery (two or more COM/COLs), applied to the same item.

category	list up-charge
wood/metal .....	\$75 list ea.
lounge chair .....	\$90 list ea.
2-seat sofa/bench .....	\$110 list ea.
3-seat sofa/bench .....	\$150 list ea.
ottoman/1-seat bench.....	\$75 list ea.

A diagram of how to apply multiple fabrics must be sent in with purchase order.

- Send all COM materials freight prepaid to: Level 4 Designs, 1835 Eastchester Drive, High Point NC 27265.  
Clearly mark all materials with the following: dealer's name, Level 4 Designs acknowledgement number, model number and quantity of item to be covered. Failure to provide your customer purchase order number along with COM/COL will cause a delay in processing your order. For project orders of \$25,000 NET or higher, please call for COM "ship to" address.
- Since more and more fabrics are "reversible," it is extremely important to send us a swatch of COM with your purchase order with the exposed side marked as such. While we inspect fabrics for mill imperfections, some are difficult to recognize. We cannot be responsible for fabric defects, color inaccuracies, or other flaws. Failure to adhere to these steps to determine the proper COM yardage can delay your desired ship date.
- Excess COM/COL will not be stored or returned.
- Level 4 Designs's limited warranty does not include COM/COL.

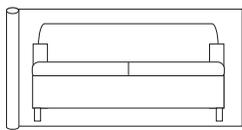
## com material/col leather

### application of directional fabrics

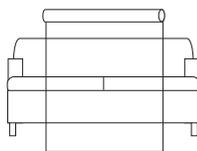
Level 4 Designs reserves the right to apply the fabric in the most appropriate direction unless noted by the customer.

If it is determined, that the fabric requires latex backing, the customer will be responsible for all costs associated with backing the fabric and the return freight. This also delays the scheduled ship date.

When ordering 100 or more chairs in the same COM fabric, the yardage requirement may be reduced. Please contact customer service.



Pattern cut across the roll  
"railroad"



Pattern cut up the roll  
"off the bolt"

### col leather

COL hides must be rolled for shipment to Level 4 Designs in a neat manner, avoiding creases and excess roll marks. Leathers that are received folded may be subject to rejection.

Published square footage for COL is based on hides measuring a minimum of 50 to 55 square feet. Calf hides must have at least 30 square feet of clean and usable matching hides. Half hides are not acceptable. On smaller hides, add 15 percent to the COL requirement.

All square footage requirements are based on usable footage. The shape of the hide, excessive holes, cuts or other unusable imperfections may make it necessary for us to request more leather after COL is received.

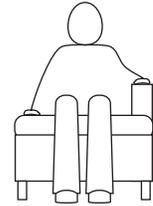
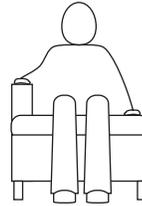
Due to the variation in thickness of leather, it is important to send a 4" x 4" swatch for approval. Level 4 Designs's approval signifies only that such leather can be applied to the products for which intended. Such approval does not constitute any responsibility nor any warranty on the part of Level 4 Designs as to appearance, behavior or durability of COL. In no instance shall Level 4 Designs be held responsible for unsatisfactory results due to the use of coverings unsuitable to our manufacturing methods.

## lounge designated sitting direction

To guarantee correct placement for tablet arms and cup holders, please include the "sitting direction" on all specifications and purchase orders.

Right Arm Sitting (RAS) ← Sitting Direction      Right Arm Sitting (RAS) ← Sitting Direction

Left Arm Sitting (LAS) → Sitting Direction      Left Arm Sitting (LAS) → Sitting Direction



## special up-charges

Cut legs down on wood stool (select models only) .....	\$100 list per stool
<i>*must specify seat height, contact customer service for availability</i>	
Special wood finish .....	\$750 list
Custom metal finish .....	quoted per project
Laser etching (select models only) .....	quoted per project
<i>*contact customer service for availability, artwork must be provided</i>	
Muslin wrap .....	use grade 1

### multiple COMs on one product as follows:

category	list up-charge
wood/metal chair .....	\$75 ea.
lounge chair .....	\$90 ea.
2-seat sofa/bench .....	\$110 ea.
3-seat sofa/bench .....	\$150 ea.
ottoman/1-seat bench.....	\$75 ea.

### multiple fabrics on graded-in programs:

When using multiple fabrics with different grades, price is determined by higher grade.  
When using multiple fabrics with the same grade, price using next highest fabric grade.

### moisture barrier pricing is as follows:

Contact Customer Service for pricing.

### special laminates:

All laminates outside of Wilsonart-60 and -38 matte texture must be individually quoted per project.

Please reference our website at [www.level4designs.com](http://www.level4designs.com) for a listing of standard wilsonart laminate options.

## california technical bulletin (TB133)

California code 133 compliance may be met by using an appropriate fire barrier to completely contain foam materials used in the manufacturing process.

CAL TB133 Fire Barrier (woven fiberglass flame blocker) upcharges:

category	list up-charge
Wood/metal chair .....	call
Lounge chair .....	call
2-seat sofa/bench .....	call
3-seat sofa/bench .....	call
Ottoman/1-seat bench .....	call

The specifier or purchaser is required to specify CAL TB133 on their purchase order and indicate whether compliance or certification is needed. It is the specifier or purchaser's responsibility to determine local flammability code requirements. California Technical Bulletin #133 is a unit test and requires specific product testing of the entire unit for certification. If certification is required, the test of a unit constructed exactly as the unit(s) being specified for the project; the cost of the test unit plus the cost of testing (\$900 net per test) must be added to the purchase order. Additional COM/COL also needs to be provided. Burn certificates will be supplied once the product successfully passes a lab certified burn test. For more information on CAL TB133 please contact customer service.

## freight program

### delivery and freight charges

All shipments are F.O.B. point of shipment, freight prepaid, excluding fuel surcharges. Shipments to Alaska, Hawaii and Puerto Rico are freight prepaid and allowed to the port of exit. Level 4 Designs reserves the right to select the most appropriate carrier and routing on all shipments. Level 4 Designs reserves the right to implement a fuel surcharge. Orders of less than \$3,000 list will be assessed a handling charge of \$750 list per order. Any charges arising from failure to receive a shipment, rerouting while in transit, or carrier storage charges are not included in prices shown. Orders requiring special services are subject to an additional charge. All United States shipments are F.O.B. factory, and freight prepaid to one continental United States destination. Shipments into Alaska, Hawaii and Puerto Rico are freight prepaid and allowed to the port of embarkation within the continental United States. Customer is responsible for freight charges from port of embarkation to final destination.

Residential and inside delivery requests must be noted on P.O. and will be quoted on an individual basis.

If you have a desired ship date this should be specified at the time the order is placed. If possible, Level 4 Designs will ship in accordance with customer instructions. Level 4 Designs cannot accept responsibility for shipping delays caused by outside sources or unforeseen problems. Level 4 Designs must approve delay of shipments requested by customers. Any applicable storage charges will be charged to the customer.

### damaged merchandise

File claims for product damage or loss with the transportation company as soon as possible after the receipt of merchandise. Do not return freight damaged merchandise to Level 4 Designs unless you have written approval from the appropriate Level 4 Designs representative. All unauthorized returns will be refused at the expense of the sender. Following the steps below will expedite payment of claims with common carrier transportation companies:

### visible damage

1. Inform driver of any damage prior to signing for product. Take photographs documenting the damage and retain this for your records. Do not reject or refuse the shipment.
2. Driver will indicate on electronic device and show receiving party it was signed for with damages.
3. Driver will contact the carrier and an OS&D number will be issued. This number is the receiver's case number for their freight claim.
4. Hold damaged carton and all interior packing for carrier's inspection. These materials will be required to substantiate the claim.
5. After inspection, file the claim. If no inspection was made, file the claim within five days of request for inspection.

### concealed damage

1. Open cartons within 5 days of receipt and inspect.
2. Follow steps 2, 3, and 4 as listed under Visible Damage.
3. Do not remove product from delivered destination.

### loss of product

1. Be sure loss notation is made on the delivery receipt and the driver signs. 2. File claim immediately with the carrier. Should the transportation company seek to limit its liability on concealed, loss, or damage claims, please contact Level 4 Designs customer service. After a thorough investigation of the claim, we will provide you with guidance in corresponding with the carrier. Level 4 Designs's carriers will not be held responsible for the payment of claims if the above guidelines are not followed.

### storage

Level 4 Designs cannot guarantee any product stored or set in place, in an environment where the temperature and humidity are not controlled.

### return of merchandise

Merchandise will not be accepted for return without an RA (Return Authorization) issued by Level 4 Designs's customer service department.

### partial deliveries

We reserve the right to make partial shipments, and invoices covering these shipments are to be paid as they fall due.

### storage

If end user cannot accept delivery when merchandise is ready for shipment, we reserve the right to transfer goods to storage. Costs of transfer and storage will be charged to the purchaser's account and we will deem such transfer as constituting shipment, including invoicing as of date transfer is made.

### claims

We are not responsible for damages or loss incurred in transit. All furniture is carefully inspected and securely packed before it is shipped. At that point, merchandise is shipped at the purchaser's own risk and is accepted as such by the carrier. Before accepting merchandise from the carrier, inspect each item carefully and note any loss or damage on the delivery receipt. Please photograph any freight damage for your own records. If there is loss or damage, make an immediate claim with the delivering carrier. If damage is concealed and not evident until furniture is completely unpacked, take photographs of any damage, keep the packing and notify the carrier immediately for an inspection. Failure to make such claim shall constitute acceptance of the merchandise and waiver of any defects, errors or shortages. Level 4 Designs's liability shall be limited to stated selling price of any defective goods, and shall in no event include profits or lost profits. All replacement orders for freight-damaged merchandise must be accompanied by a valid purchase order.

PLEASE NOTE: While we will gladly assist you with the freight claim process, it is the purchaser's responsibility to file the claim with the carrier. Deductions should not be made in the settlement of invoices. Please call customer service with questions or for assistance on filing your freight claim.