

# Terms and Conditions

**Ordering Information:** Orders may be placed by fax, or e-mail. Fax: 800.220.3844  
E-mail: inquire@dauphin.com  
All orders are subject to credit approval. Orders cancelled after production has been scheduled are subject to a 30% cancellation charge. Once orders have entered production, no cancellations will be accepted. No cancellations will be accepted for custom orders.

**Prices:** Prices are listed in US dollars (\$). Customers paying in Canadian dollars (\$) must refer to www.dauphin.com for the most current financial exchange surcharge. Prices are F.O.B. destination within the 48 contiguous United States, (Alaska, Hawaii, and Puerto Rico, please contact Customer Service for freight costs), or within the Provinces of Canada. For Canada, FOB will be to the City of the Canadian Dealership. Ownership passes to consignee F.O.B. our factory. Prices do not include storage or insurance charges, sales or other taxes, or inside delivery uncarting and installation costs. Prices and specifications are subject to change without notice and orders are subject to prices prevailing at the time of submission. Orders with extended delivery dates are subject to special pricing. Orders for non-warranty parts only are priced F.O.B. factory.

**Special Delivery Requirements:** Orders ship by UPS, FedEx, DHL or common carrier. If a specific delivery date and time is required, or if inside delivery is requested, a special delivery charge may be required. Please check with Customer Service to determine the relevant charge for each requirement. Shipments requiring carrier to "Call Before Delivery" will be subject to a minimum net additional charge of \$30. Re-consignment of freight after orders have been shipped will be subject to a net additional charge of \$95 and may be subject to other freight charges depending on destination. Shipments requiring a specific time and date of delivery are available, pricing available upon request.

**Materials:** Due to natural variations over which we have no control, all products are sold subject to normal variations or irregularities of color, surface grain or texture. In as much as fabric mills and tanneries do not guarantee their products, Dauphin shall not be held responsible for wear, fading or performance of any covering material beyond the stated warranty, and under no condition assumes responsibility for COM and COL. Minimum wrinkles in leather and some other fabrics cannot be completely avoided and are not considered defects in materials or workmanship. Some fabric and leather can appear loose with comfort wrinkles when upholstered and over time. Leather may require additional upholstery sewing seams.

- Customer's Own Material (COM/COL):**
1. COM Yardage requirement is based on 54" wide covering material. If the pattern requires matching, please contact Customer Service with repeat dimensions for a calculation of additional yardage required and/or additional charge for matching.
  2. A completed copy of the COM/COL form must be submitted together with a fabric/leather swatch for each item ordered which requires non-Dauphin covering materials.
  3. Dauphin reserves the right to reject COM if it is considered unsuitable for upholstery.
  4. Lead times are effective from the date we receive COM.
  5. COM must be shipped freight prepaid to Dauphin, 100 Fulton St., Boonton, NJ 07005 and packages should be clearly marked with the following information:
    - Dealer's firm name and purchase order number.
    - Dauphin model number and quantity.

**Specifications:** Dauphin reserves the right to make changes in price, dimensions, design, and/or construction or to change terms and conditions without prior notice.

**Dimensions:** All dimensions are approximate.

**Damages in Shipment:** Product received in clearly damaged cartons should be refused. In the event that the shipment with damaged cartons is accepted, it should be signed for as "damaged freight". Please immediately contact Customer Service to report the damage. Documentation including digital pictures of any damage will be required for claim processing.

**Returns:** Please contact Customer Service for approval of any return and to obtain a Return Authorization (RA) number. Returns will not be accepted without prior authorization. All merchandise will be inspected before credit is issued. Any merchandise found defective in material or workmanship by our Inspection Department will be repaired or replaced at our option. All returns are subject to a 30% restocking fee if not our error.

**Storage:** If a customer requests a delay of a shipping date on an order already in production, the order will be invoiced immediately upon completion. The invoice must be paid under normal terms. In addition, there will be a storage charge equal to 10% of the invoice per month until shipped. Dauphin warrants its products to be free from defects in material and workmanship for as long as the original customer owns and uses the product under normal single shift office conditions. If a product is defective, and if the written notice of the defect is given to Dauphin within the applicable warranty period, Dauphin, at its option, will replace the defective part or product with a comparable component or product. The lifetime warranty applies to all products and parts except as noted below:

**Lifetime Warranty:** Dauphin warrants its products to be free from defects in material and workmanship for as long as the original customer owns and uses the product under normal single shift office conditions. If a product is defective, and if the written notice of the defect is given to Dauphin within the applicable warranty period, Dauphin, at its option, will replace the defective part or product with a comparable component or product. The lifetime warranty applies to all products and parts except as noted below:

Item	Warranty Period
Seating Mechanisms & Other Moving Parts	10 years
Foam, Dauphin Fabrics and Upholstery Materials	3 years
Fluid-Motion Back Cylinders	5 years
Stacking and Side Chair Frames	10 years
Lighting and Electrical	1 year

This warranty does not apply to defects from normal wear and tear, accidents, negligence, abuse, shipment, handling, storage or environmental conditions nor does it apply to "Customer's Own Materials" or to product not assembled in accordance with the assembly instructions. Also, this warranty does not apply to the labor to make good the defect in any manner. Defective product must be returned to Dauphin, at their request. Any modifications to our products made by the purchaser, purchaser's employees or agents, voids this warranty. All claims under this warranty must be made by the original purchaser within 30 days of alleged defect. This warranty is the customer's sole remedy for product defect. No other expressed or implied warranty is provided. Dauphin is not responsible for any consequential, economic or incidental damages arising from any product defect.