

# M, O & T Series Table Options

MODEL	DESCRIPTION	CONFIGURATIONS	PRICE
STRAIGHT TABLES	18" Deep Tables	T-Mold/3mm Edge	Base List
		Self Edge (Not Recommended)	Call
		1/8" Wood Edge	87
		3/8" Wood Edge	125
		3/4" Wood Edge	172
		1 1/4" Wood Edge	225
		Comfort Urethane Edge	263
		NAUF	23
		FSC	46
	20" Deep Tables	T-Mold/3mm Edge	18
		Self Edge (Not Recommended)	Call
		1/8" Wood Edge	117
		3/8" Wood Edge	158
		3/4" Wood Edge	216
		1 1/4" Wood Edge	266
		Comfort Urethane Edge	280
		NAUF	26
		FSC	59
	24" Deep Tables	T-Mold/3mm Edge	49
		Self Edge (Not Recommended)	Call
		1/8" Wood Edge	169
		3/8" Wood Edge	222
		3/4" Wood Edge	289
		1 1/4" Wood Edge	350
		Comfort Urethane Edge	312
		NAUF	29
		FSC	64

Add to M, O & T Series base list price.

**Please Note:** All pricing is per position.  
N/C = No Charge

# M, O & T Series Table Options

MODEL	DESCRIPTION	CONFIGURATIONS	PRICE
RADIUS TABLES	18" Deep Tables	T-Mold/3mm Edge	61
		Self Edge (Not Recommended)	Call
		1/8" Wood Edge	207
		3/8" Wood Edge	274
		3/4" Wood Edge	350
		1 1/4" Wood Edge	414
		Comfort Urethane Edge	373
		NAUF	33
	FSC	64	
	20" Deep Tables	T-Mold/3mm Edge	61
		Self Edge (Not Recommended)	Call
		1/8" Wood Edge	207
		3/8" Wood Edge	274
		3/4" Wood Edge	350
		1 1/4" Wood Edge	414
		Comfort Urethane Edge	373
		NAUF	33
	FSC	64	
	24" Deep Tables	T-Mold/3mm Edge	120
		Self Edge (Not Recommended)	Call
		1/8" Wood Edge	297
		3/8" Wood Edge	382
		3/4" Wood Edge	479
		1 1/4" Wood Edge	558
Comfort Urethane Edge		429	
NAUF		41	
FSC	82		

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# M, O & T Series Modesty Panel Options

MODEL	DESCRIPTION	CONFIGURATIONS	PRICE
STRAIGHT SEGMENTED	12" High Modesty Panels	Standard Laminate, 3mm Edge	116
		Standard Laminate, T-mold Edge	116
		Standard Laminate, Self Edge <i>(Not recommended)</i>	CALL
		Standard Laminate, 1/8" Wood Edge	212
		Standard Veneer, Self Edge	260
		Standard Veneer, 1/8" Wood Edge	298
		Continuous	N/C
		Standard Acrylic (Cloud)	250
		Colored Acrylic	350
	Felt	350	
	14" High Modesty Panels	Perforated/Dimpled Metal	231
	Full Height Modesty Panels	Standard Laminate, 3mm Edge	271
		Standard Laminate, T-mold Edge	271
		Standard Laminate, Self Edge	293
		Standard Laminate, 1/8" Wood Edge	288
Standard Veneer, Self Edge		520	
Standard Veneer, 1/8" Wood Edge		585	
Continuous	N/C		
RADIUS SEGMENTED	12" High Modesty Panels	Standard Laminate, 3mm Edge	286
		Standard Laminate, T-mold Edge	286
		Standard Laminate, Self Edge <i>(Not recommended)</i>	CALL
		Standard Laminate, 1/8" Wood Edge	416
		Standard Veneer, Self Edge	473
		Standard Veneer, 1/8" Wood Edge	582
		Continuous	N/C
		Standard Acrylic (Cloud)	250
		Colored Acrylic	350
	Felt	350	
	14" High Modesty Panels	Perforated/Dimpled Metal	231
	Full Height Modesty Panels	Standard Laminate, 3mm Edge	456
		Standard Laminate, T-mold Edge	456
		Standard Laminate, Self Edge	496
		Standard Laminate, 1/8" Wood Edge	585
Standard Veneer, Self Edge		667	
Standard Veneer, 1/8" Wood Edge		707	
Continuous	N/C		

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# M, O & T Series End Panel Options

MODEL	DESCRIPTION	CONFIGURATIONS	PRICE
18" Deep Tables	12" High End Panels	Standard Laminate, 3mm Edge	116
		Standard Laminate, T-mold Edge	116
		Standard Laminate, Self Edge	116
		Standard Laminate, 1/8" Wood Edge	212
		Standard Veneer, Self Edge	260
		Standard Veneer, 1/8" Wood Edge	298
		Standard Acrylic (Cloud)	250
		Colored Acrylic	350
		Felt	350
	14" High End Panels	Perforated Metal	231
		Dimpled Metal	271
	Full Height End Panels	Standard Laminate, 3mm Edge	271
		Standard Laminate, T-mold Edge	271
		Standard Laminate, Self Edge	293
		Standard Laminate, 1/8" Wood Edge	288
Standard Veneer, Self Edge		520	
Standard Veneer, 1/8" Wood Edge		585	
20" Deep Tables	12" High End Panels	Standard Laminate, 3mm Edge	128
		Standard Laminate, T-mold Edge	128
		Standard Laminate, Self Edge	128
		Standard Laminate, 1/8" Wood Edge	233
		Standard Veneer, Self Edge	286
		Standard Veneer, 1/8" Wood Edge	328
		Standard Acrylic (Cloud)	275
		Colored Acrylic	385
		Felt	385
	14" High End Panels	Perforated Metal	254
		Dimpled Metal	271
	Full Height End Panels	Standard Laminate, 3mm Edge	256
		Standard Laminate, T-mold Edge	256
		Standard Laminate, Self Edge	256
		Standard Laminate, 1/8" Wood Edge	466
Standard Veneer, Self Edge		572	
Standard Veneer, 1/8" Wood Edge		656	

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# M, O & T Series End Panel Options

MODEL	DESCRIPTION	CONFIGURATIONS	PRICE
24" Deep Tables	12" High	Standard Laminate, 3mm Edge	154
		Standard Laminate, T-mold Edge	154
		Standard Laminate, Self Edge	154
		Standard Laminate, 1/8" Wood Edge	281
		Standard Veneer, Self Edge	346
		Standard Veneer, 1/8" Wood Edge	396
		Perforated Laminate	272
		Perforated Veneer	272
		Standard Acrylic (Cloud)	330
		Colored Acrylic	462
		Felt	462
14" High End Panels		Perforated Metal	308
		Dimpled Metal	325
Full Height		Standard Laminate, 3mm Edge	308
		Standard Laminate, T-mold Edge	308
		Standard Laminate, Self Edge	308
		Standard Laminate, 1/8" Wood Edge	562
		Standard Veneer, Self Edge	692
		Standard Veneer, 1/8" Wood Edge	792
		Perforated Laminate	544
		Perforated Veneer	544

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# Terms & Conditions

## **TERMS & CONDITIONS GOVERN**

The SEDIA SYSTEMS Terms & Conditions shall apply to and govern all transactions and purchases of products (including any related services) between SEDIA SYSTEMS and SEDIA SYSTEMS' customer ("Customer"). Except as otherwise excluded by agreement, in writing, signed by SEDIA SYSTEMS and Customer, (i) these Terms & Conditions shall apply to and are incorporated into all agreements, whether written, oral or implied, with respect to the purchase of any products from SEDIA SYSTEMS by Customer pursuant to any quote, proposal, purchase order, invoice, or any other document related to the products provided by SEDIA SYSTEMS to Customer and into all orders, (ii) in the event Customer submitted an order or other Customer document reflecting terms and conditions applicable to products, these Terms & Conditions shall control, and (iii) Customer's acceptance of the products is conditioned upon acceptance by Customer of these Terms & Conditions and no others, and reflects Customer's assent to SEDIA SYSTEMS' Terms & Conditions as set forth herein. SEDIA SYSTEMS shall not be bound and no writing will constitute an order unless and until such writing is acknowledged by SEDIA SYSTEMS as provided below. Acceptance and acknowledgment of an order by SEDIA SYSTEMS or performance by SEDIA SYSTEMS is pursuant to these Terms & Conditions only, and constitutes a rejection of any additional terms and conditions of Customer.

## **PRODUCT PRICING**

ALL FIXED SEATING PRODUCT PRICE LISTS ARE PRICED WITHOUT FREIGHT, SHIPPING AND INSTALLATION CHARGES. JUMPSEAT AND COMPLEMENTARY PRODUCT PRICE LISTS ARE PRICED WITH FREIGHT (ASSUMING SHIPMENT TO THE 48 U.S. CONTIGUOUS STATES) BUT WITHOUT INSTALLATION CHARGES. SEDIA SYSTEMS' prices applicable to all Customer orders shall be those in effect at the time SEDIA SYSTEMS receives a complete order from Customer unless: Customer and SEDIA SYSTEMS have in place a written special pricing or master supply agreement, which agreement specifies the prices to be paid by Customer; or Customer requests a product shipping date to occur more than one hundred twenty (120) days after SEDIA SYSTEMS' receipt of Customer's order (in which case SEDIA SYSTEMS shall have the option to apply to Customer's order the price list in effect as of Customer's requested shipping date).

## **FREIGHT TERMS**

SEDIA SYSTEMS reserves the right to select the "Best Way" shipment methods and means (including, but not limited to, determination of the carrier, method of shipment, and routing). All shipments of fixed seating products are F.O.B. Origin. Freight charges are based on shipments to the 48 U.S. contiguous states. Customer shall prepay all freight charges and any extra expenses resulting from any request by Customer for after-hours, holiday, weekend, or specific time delivery, or special carrier, shipping method, (e.g. air freight, exclusive use vehicle) packaging, and/or routing. At Customer's option, Customer may request quotes for freight charges or it may pick up the products itself.

## **REQUESTS FOR SPECIFIC DELIVERY TIME(S)**

SEDIA SYSTEMS considers requests for delivery times and for drop shipments to job sites, and will undertake reasonable efforts to indicate any such request(s) to product carriers. SEDIA SYSTEMS may, in its sole discretion, extend to Customer the option of a carrier-guaranteed set delivery time at an additional cost to Customer. SEDIA SYSTEMS' liability for any damages incurred for any late deliveries, including labor and other expenses resulting from any such delays, shall be limited to a refund of the charge for the aforementioned carrier-guaranteed delivery time.

## **PAYMENT TERMS; NET THIRTY DAYS**

Payment on all SEDIA SYSTEMS invoices shall be made in U.S. dollars within thirty (30) days of the date of each such invoice and without offset, back charges, retention, or withholding of any kind. Unpaid and delinquent invoices which remain unpaid or delinquent for more than 10 days after their due date shall be a "Default" and all such invoices shall accrue interest from the due date at the rate of one and one-half percent (1.5%) per month, or the highest rate permitted by law. Upon a Default, without waiver of SEDIA SYSTEMS' right to exercise any other remedy provided herein or otherwise by law or in equity, SEDIA SYSTEMS' remedies include but are not limited to any or all of the following: (a) termination of any order; (b) stopping delivery of products; (c) cancel all pending orders and recover any cancellation charges from Customer; (d) repossessing any products pursuant to its security interest and selling any such products; and (e) reimbursement by Customer to SEDIA SYSTEMS for all reasonable expenses of enforcement of these Terms & Conditions including, without limitation, reasonable attorneys' fees and other legal costs and including all such costs (including reasonable attorney fees) associated with collecting delinquent or dishonored payments or with collecting or enforcing these Terms & Conditions including in any Customer bankruptcy proceeding.

## **FORCE MAJEURE**

SEDIA SYSTEMS may terminate any order or the delivery of any products upon written notice to Customer without liability if, in SEDIA SYSTEMS' sole reasonable discretion, providing the products, or any product, may be prohibited by law, statute, legislation, order, regulation or guidance issued by a court of law, governmental body or regulatory body, or by any contract to which SEDIA SYSTEMS is a party, or if for any reason beyond SEDIA SYSTEMS' reasonable control the products, or any of them, cannot be delivered for reasons including, without limitation, Acts of God, fire, lightning, explosion, war, disorder, flood, industrial disputes (whether or not involving SEDIA SYSTEMS' employees), weather of exceptional severity, acts of local or central government or other authorities or regulatory bodies, natural disaster, terrorism, riot, sabotage, transportation delays, computer failure, hardware failure, telecommunications failure, electronic mail failure, power failure, or failure of Customer to cooperate with the reasonable requests of SEDIA SYSTEMS.

# Terms & Conditions

## **CUSTOM DEPOSITS**

Customer may be required to pay a deposit equal to fifty percent (50%) of the purchase price of any custom or nonstandard products identified in Customer's purchase order. Any such deposit shall accompany Customer's purchase order.

## **SECURITY INTEREST IN PRODUCTS**

SEDIA SYSTEMS shall retain a purchase money security interest in all products sold to Customer and for which Customer has not made full payment. Customer agrees to execute any and all instruments necessary to document the creation of this security interest and/or to perfect the same. Customer further agrees to assemble and deliver to SEDIA SYSTEMS all products subject to this security interest in the event of a Default.

## **ACKNOWLEDGMENTS**

No order is deemed accepted by SEDIA SYSTEMS until: (i) an acknowledgment is made by SEDIA SYSTEMS at its headquarters in Chicago and (ii) SEDIA SYSTEMS sends the acknowledgment to Customer. SEDIA SYSTEMS sends acknowledgments on all accepted orders. Please read these acknowledgments and contact SEDIA SYSTEMS immediately if there is any discrepancy. In the event of any difference or inconsistency between SEDIA SYSTEMS' acknowledgment and Customer's purchase order, SEDIA SYSTEMS' acknowledgment will control. In the event the model number and description differ on the purchase order, the model number will be the determining factor. Any error or discrepancy on acknowledgment must be reported to SEDIA SYSTEMS in writing within three (3) working days of acknowledgment date. All acknowledgments contain an estimated shipping date, but an order may ship earlier than the estimated shipping date. If Customer desires delivery on or after a specified date, Customer must write "Do not ship for arrival before [date]" on Customer's purchase order. Lead time for fixed seating projects begins from the date of signed shop drawings. Initial shipping date acknowledgement for fixed seating will be an estimate based on information provided at the time of purchase order.

## **FAX ORDERS**

Orders may be sent to SEDIA SYSTEMS via facsimile (312-226-1199). If, following submission of a facsimile order to SEDIA SYSTEMS, Customer sends a confirming order, such confirming order must be marked "Confirming Order. Original order sent via fax." SEDIA SYSTEMS will not be responsible for any duplication orders caused by unmarked hard copy, duplicative confirming orders, or orders sent via facsimile more than once.

## **CHANGES OR CANCELLATIONS OF ORDERS**

Purchase orders acknowledged by SEDIA SYSTEMS cannot be changed or cancelled without SEDIA SYSTEMS' consent, which consent may be conditioned upon Customer's agreement to pay increased or additional expenses resulting from the requested change or cancellation including but not limited to a twenty-five percent (25%) cancellation charge if order is cancelled or changed at least thirty (30) days before shipment. No refund or credit will be given for orders cancelled within thirty (30) days of shipment or orders involving custom product.

## **TITLE AND RISK OF LOSS**

Title to product shall pass to Customer upon delivery by SEDIA SYSTEMS to the carrier. Customer agrees and acknowledges that upon delivery by SEDIA SYSTEMS of the product to the carrier at origin, risk of loss passes to Customer. If Customer receives product that is freight damaged, Customer must take the following steps: (1) Before signing for the merchandise, make careful notation of all damages on the bill of lading or delivery receipt; (2) Immediately file a claim with the delivery carrier. Request an inspection by the carrier agent; (3) The claim must be filed within fifteen (15) days of receipt of goods; and (4) Retain all shipping cartons for inspection by the carrier agent. For concealed damages follow steps (2) through (4).

## **SHIPMENT DAMAGE CLAIMS**

All products are packaged to comply with carrier requirements and leave SEDIA SYSTEMS' manufacturing facilities in good condition. Customer shall be responsible for careful inspection of all product upon delivery and before acceptance. Any damage discovered upon delivery must be noted on the bill of lading. Notification of damage discovered after delivery must be given to the carrier within fifteen (15) days immediately following delivery, and all damaged product must be kept at the point of delivery in its original packaging. SEDIA SYSTEMS shall not be liable for loss or damage to product that occurs in transit, and Customer's sole remedy for any such damages shall be to seek appropriate recourse against the carrier.

## **INSTALLATION**

A SEDIA SYSTEMS approved installer is required to install all fixed-seating product. If Customer prefers to work with a nonapproved installer, SEDIA SYSTEMS will supervise for a fee of \$1000 per day plus travel expenses.

## **COM FABRIC TESTING**

To determine if a fabric is suitable for upholstery, two (2) yards of fabric must be submitted for approval. If the fabric is directional, then direction must be clearly indicated on the sample.

## **WEIGHTS AND DIMENSIONS**

All weights and dimensions listed in SEDIA SYSTEMS' price or product listings are approximate.

# Terms & Conditions

## **NOTIFICATION TO SEDIA SYSTEMS**

Except as set forth elsewhere in these Terms & Conditions, all inquiries and correspondence to SEDIA SYSTEMS should be directed to: SEDIA SYSTEMS, 1820 W. Hubbard St., Suite 300, Chicago, IL 60622 312-212-8010.

## **WARRANTY**

SEDIA SYSTEMS warrants products purchased hereunder to be substantially free from defects in materials and workmanship provided SEDIA SYSTEMS receives written notice of an alleged defect within the time periods set forth below ("Warranty"). SEDIA SYSTEMS will, at its sole option, repair or replace product that it determines to be defective as a result of faulty material or workmanship:

Structural Components	10 Years
Operating Mechanisms, Plastic, Wood & Electrical Components	5 Years
Upholstery Components, Non-Standard Product	1 Year

## **Repair or Replacement is Sole Remedy**

Such repair or replacement shall be the sole and exclusive remedy for any breach of the Warranty. Customer agrees and acknowledges that such repair or replacement is an adequate remedy. In the event SEDIA SYSTEMS fails to repair or replace a product it has determined is defective as provided herein, the Customer's remedy shall be the return of the purchase price actually paid by Customer for the defective product on a prorated basis based upon a useful life of ten (10) years.

## **Exceptions to Warranty coverage:**

- Normal wear and tear of upholstery Evidential abuse or mishandling
- Inappropriate use of product
- Use of unsuitable cleaning products
- Installation on flooring or wall that does not meet minimum structural requirements
- Material alteration of product
- Natural variations occurring in wood and leather, and/or color fastness, and/or variations in matching colors, grains or textures of materials shall not be considered defects.

**DISCLAIMER OF ALL OTHER WARRANTIES.** EXCEPT FOR THE FOREGOING WARRANTY, SEDIA SYSTEMS HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS AND ANY SERVICES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## **LIMITATION OF LIABILITY**

SEDIA SYSTEMS shall not be liable to Customer for personal injury, death, property damage and/or any other damage arising from or relating to the design, specifications, or manufacturing of the products and/or from Customer's use of the products. In no event and under no circumstances shall SEDIA SYSTEMS' total liability to Customer for any cause or claim whatsoever exceed the original purchase price of the product determined to be defective. This limitation shall apply regardless of the form of action, whether in contract, tort, statute or otherwise, AND In no event shall SEDIA SYSTEMS be liable to Customer for any special, indirect, incidental, consequential, exemplary, or punitive damages of any kind or nature, in any way arising out of or relating to any order, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF BUSINESS, LOSS OF REPUTATION, LOSS OF GOODWILL, LOST SALES OR OTHER ECONOMIC OR NON-ECONOMIC LOSS.

## **LAW AND VENUE**

Illinois law, without reference to its conflicts of laws principles, applies to any matters arising from or relating to these Terms & Conditions, the products or any services. Jurisdiction and venue for any dispute arising from or related to the SEDIA SYSTEMS products or any services is exclusively proper in the state or federal courts located in Chicago, Illinois.