Terms and conditions

For the most up-to-date product and ordering information, refer to the ESI website at esiergo.com.

Acceptance by Customer of delivery of products from ESI ("Products") constitutes acceptance by Customer of these terms and conditions ("Terms and Conditions"). Any additional or different terms proposed by Customer shall be deemed to have been objected to by ESI, shall be of no force or effect, and shall not be binding upon or enforceable against ESI. These Terms and Conditions constitute the entire agreement and understanding between the parties and supersede any and all prior agreements, understandings and communications with Customer, oral or written, relating to the Products. No course of dealing or course of performance, either prior to, during or after the delivery of the Products, shall be relevant or admissible by Customer to supplement, explain or vary these Terms and Conditions. The invalidity or unenforceability of any Terms and Conditions shall not affect the validity or enforceability of any other term or condition, and the remaining terms and conditions shall remain in full force and effect. No waiver, amendment or modification of these Terms and Conditions shall be binding upon or enforceable against Seller until approved in writing by an ESI Authorized Signatory.

Government Terms and Conditions vary from these Terms and Conditions. Contact our Customer Service Department or visit esiergo.com for terms applicable to government purchases.

Discontinued products

Due to changing market demands, ESI periodically may discontinue certain products. ESI reserves the right to change and/or discontinue products at any time without notice.

Payment and credit terms

To establish an account, Customer must complete and submit ESI's New Account Application (signed by company officer), Federal Taxpayer ID (Form W-9) and State Resale Certificate. Once credit is approved, payment terms are net 30 days. Prior to Customer's credit approval (with receipt of required documents), prepayment of orders may be made by corporate check, or for convenience, credit cards (Visa, Mastercard and American Express) are accepted.

Past Due Accounts: Open orders or pending shipments will be held until the account is brought current. ESI reserves the right to amend account terms, at any time, based on account history. Contact our Accounting Department for details.

Deposits: Subject to sales, credit history, and credit lines, a deposit may be required to process large orders.

Purchase order submission

Purchase Orders (POs) should be submitted via e-mail to orders@esiergo.com. POs should include "Ship To" and "Bill To" information along with complete ESI product model numbers and Customer cost. Government orders require a copy of the agency PO at the time the order is placed with ESI. All POs shall be subject to written acceptance by an authorized representative of ESI. Incomplete POs or changes will delay processing and shipment until receipt of all necessary information and ESI's issuance of revised Sales Order Acknowledgment.

Order changes or cancellations

All Customer cancellations and changes must be submitted to ESI in writing to orders@esiergo.com. Order changes include the addition/deletion of line items or changes in quantity or requested Ship Date or Ship To address. Order changes that result in a quantity reduction may be subject to an adjustment in pricing. Change or cancellation requests are not considered accepted until ESI provides a revised Sales Order Acknowledgment. Changes may result in processing delays or shipping delays. Under no circumstances will changes or cancellations be accepted on any special order, custom product, or worksurface order without the express written consent of ESI. All such custom and special orders are non-returnable.

Taxes

ESI is not responsible for the collection of sales tax on products sold to dealers. Dealers must provide Federal Taxpayer ID (Form W-9) and State Resale Certificate to establish an account with ESI. Dealers are responsible for any sales or use taxes assessed if dealer requests that ESI drop-ship direct to dealer's customer.

Pricing and specifications

ESI reserves the right to revise all pricing, discounts, and freight terms, at any time, without notice. Current product pricing is included on product pages at esiergo.com. Prices which are in effect at the time of order shall apply. All prices in the catalog are effective March 1, 2021, and are list price and are in U.S. dollars. All measurements are accurate within 0.25". Visit ESI's website esiergo.com for the most up-to-date product and ordering information, as well as additional specs, dimensional drawings, alternative images and more resources. Contact our Customer Service Department for a current Canadian Foreign Exchange Conversion Rate.

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Shipping

48 hour shipping program

ESI offers 48 hour shipping on the majority of products. Unless otherwise requested, these products are shipped from multiple shipping points throughout the U.S., within two business days of receiving the PO, depending on quantity ordered and available inventory. Orders that include products with longer lead times including special orders, custom products, or worksurface orders, are designated as "LT" (lead time) and therefore not included in the 48 hour ship program. Large orders may also require additional lead time. Products designated as LT could take up to 90 days ARO for delivery. Call for on-hand availability.

Please note:

1. For the order to qualify for 48 hour shipping, all products on the PO must be available under the 48 hour shipping program.
2. POs that include LT designated products will be shipped based on the lead time of the LT designated products unless otherwise requested.
3. 48 hour orders will be shipped out within two business days unless otherwise specified on the PO.
4. Worksurfaces, Motific, Centro, and Railway may arrive on a date different than the other items on the order.

Freight terms

U.S. - Orders of $250 list (USD) or more, ship free freight. A $25 (USD) flat shipping fee will be incurred for orders under $250 list (USD). A flat fee of $50 (USD) net will be applied to all residential deliveries.

Canada - Orders of $500 list (USD) or more, ship free freight. A $50 (CAD) flat shipping fee will be incurred for orders under $500 list (USD). A $100 (CAN) net flat fee will be applied for all residential deliveries.

ESI ships orders by way of standard ground carrier service dock-to-dock within the contiguous 48 states. Special requests such as "call before delivery", "delivery lift gate required", residential delivery, re-routed deliveries, or specific delivery date/time requests may be subject to additional charges or may not be available. Contact our Customer Service Department for expedited delivery requests or deliveries outside of the contiguous 48 states.

Customers will be charged additional fees for changes made to orders that have already departed the facility, resulting in re-delivery or re-consignment.

ESI accepts requests for expedited freight at the customer's expense. Please contact our Customer Service Department at 800.833.3746 and provide your preferred carrier account number in which to charge the expedited freight.

Handling & special services

Cutting fee - A fee of $40 list will be assessed per unit for all custom cutting requests.

Will call

ESI offers will call pickup at the Las Vegas, Nevada facility. Will call pickups are available Monday through Friday from 7am to 3pm. Requests for will call must be included in the PO. Will call orders will be invoiced on the date requested for pickup.

Damage/shortage claims

ESI packages products to reduce the risk of damage during shipment. ESI verifies order quantity and weight with the carrier before any shipments are made. When receiving an order, first confirm the quantity of cartons delivered with carrier's quantity and inspect cartons for signs of damage. The customer must notify carrier of damages or shortages at the time of delivery, or claims will not be accepted. Do not sign for the shipment until it is verified. Signing a freight bill without any notation relieves the carrier of any responsibility and serves as your acknowledgment to ESI that shipment was received in full. Discrepancies or concealed damage found upon opening the shipment must be reported to ESI in writing within five business days of delivery or Customer waives right to submit a claim. Damaged products must not be removed from point of delivery and must remain in original packaging for inspection by the carrier. ESI is not responsible for damage or discrepancies occurring after delivery. ESI reserves the right to request a return of damaged or defective products.

Returns

Contact our Customer Service Department by e-mail at customerservice@esiergo.com or phone 800.833.3746 to request a Return Authorization (RA) form. Please have the original PO number or ESI order number available. Request for product returns must be made to ESI within 60 days of the date shipped. Products, along with a copy of the RA, must be received at ESI's warehouse within 30 days of the date of the RA issuance

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to be eligible for credit. Products received after this date will not receive a credit. Custom products, products not listed in catalog or on esiergo.com, and worksurfaces are non-returnable, except for quick ship worksurfaces. Package(s) should be sent to:

ESI
ATTN: Returns Department
4030 East Quenton Drive, Suite 101
Mesa, AZ 85215

- Products returned to ESI without having been issued an RA or those not meeting the return requirements will not be eligible for a credit.
- To protect your return against loss, ESI recommends choosing a carrier that will provide tracking information and the ability to insure the shipment.
- Products which have been fully or partially assembled are not returnable for credit.
- Products must be returned in undamaged, re-sellable condition and in original packaging.
- Products should be carefully repacked to avoid damage during return shipping. Claims for product damaged on the return shipment are the responsibility of the Customer.
- The Customer is responsible for freight charges associated with returns.

Upon receipt, the product will be inspected to ensure it meets ESI's return guidelines. Once approved, Customer's account will be credited appropriately. No credit will be issued for unauthorized product returns or those not meeting return guidelines. Do not make any adjustments to your account until receipt of ESI Credit Memo. Costs associated with installation, return shipping, etc. of returned products will not be reimbursed. Please allow up to 30 days for returns processing.

Warranty

ESI grants a limited warranty to the End-users of its Products, the terms of which are included with each Product. Customer's remedies set forth herein are exclusive and the liability of ESI with respect to the breach of the Agreement or these Terms and Conditions shall not exceed the price of the Product or part on which such liability is based. IN NO EVENT SHALL ESI BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR LOSS OF DATA, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF THE PRODUCTS SOLD HEREUNDER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. Correction of any nonconformity in the manner and for the period provided shall constitute complete fulfillment of all liabilities of ESI, with respect to or arising out of the Product furnished hereunder. No claim by Customer of any kind including, but not limited to, claims for indemnification, whether as to quality or amount of Product delivered or non-delivery, shall be greater in amount then the purchase price for the Products in respect of which damages are claimed.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AND ESI MAKES NO OTHER WARRANTIES OR REPRESENTATIONS TO CUSTOMER OR ANY OTHER PERSON OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, AND ESI SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, WITHOUT LIMITATION, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE, AND ALL OTHER WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. PRODUCTS SOLD HEREUNDER ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY ESI IN WRITING. ESI'S SOLE OBLIGATION FOR A REMEDY TO CUSTOMER SHALL BE REPAIR OR REPLACEMENT OF NON-CONFORMING PRODUCTS, AS SET FORTH ABOVE. CUSTOMER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF PRODUCTS PURCHASED, WHETHER USED ALONE OR IN COMBINATION WITH OTHER PRODUCTS OR SUBSTANCES.

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All ESI products are covered under a 15 year warranty, except the components and products listed below:

10 years: Eppa™ series monitor arm, MP Mobile Storage
7 years: Electric table components and motors; Crank mechanisms; Counterbalance mechanisms; Railway™ series (electrical); Centro™
5 years: Laminated worksurfaces; S2S; FlexCharge™ series, MP Mobile Storage Cushions, Acrylic Protective Screens, Motific pneumatic cylinder and worksurface, Lotus-RT, Hana series
3 years: Climb series
2 years: Palm rests; Mouse pads
1 year: Pencil drawers; LED transformers

Warranty labor
For products purchased on or after March 1, 2020, ESI shall pay for all warranty labor costs pre-approved by the Company. The payment of such pre-approved labor costs will be in the form of a credit against future purchases.

Intellectual property
Customer acknowledges that ESI is the owner of intellectual property related to certain Products, including the registered trademarks and other trademarks (the "Marks") and proprietary designs and patterns, patents and/or pending patent applications, if any, used in connection with its Products (collectively, "Intellectual Property"). Customer shall not use the Marks or any part thereof as part of Customer's name, nor register any name, including domain names, or mark confusingly similar to the Marks. Customer acknowledges that it is not being licensed any right or interest of any kind in the Marks and that Customer may not use same without the prior, written consent of ESI. ESI reserves the right to discontinue deliveries of any products, the manufacture, sale or use of which would, in ESI's opinion, infringe upon any U.S. patent, trademark or design now or hereinafter issued, registered, or existing and under which ESI is not licensed.

Relationship of parties
The relationship of the Parties hereto is that of vendor and purchaser. Nothing in these Terms and Conditions, and no course of dealing between the Parties, shall be construed to create any other type of relationship. Accordingly, Customer shall not be empowered to bind ESI in any way, to incur any liability or otherwise act on behalf of ESI.

Governing law
These Terms and Conditions shall be governed by the laws of the State of Illinois, without giving effect to the principles of conflicts of law of such state, and shall be binding upon the Parties hereto in the United States and worldwide.

ESI and Customer agree that any legal action arising out of or relating to this agreement or the transactions contemplated by this agreement shall be brought in either the United States District Court in and for the Eastern Division of the Northern District of Illinois or the Circuit Court in and for DuPage County, Illinois, and consents to personal jurisdiction of such courts over them in any such action. Customer waives any defense or inconvenient forum to the maintenance of any such action or proceeding so brought and waives any bond, surety, or other security that might be required of ESI.

Severability
If any clause or portion of these Terms and Conditions shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining clauses or portions shall remain in full force and effect.

Force majeure
ESI shall not be liable hereunder for any failure or delay in the performance of its obligations under these Terms and Conditions, if such failure or delay is on account of causes beyond its control, including labor disputes, civil commotion, contagion, war, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, or acts of God, in which event the ESI shall be excused from its obligations for the period of the delay and for a reasonable time thereafter. ESI shall use reasonable efforts to notify the other Party of the occurrence of such an event within five business days of its occurrence.

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