

Terms and Conditions

ORDERING INFORMATION –

Please forward purchase orders to:

Stance Healthcare Inc.
45 Goodrich Drive
Kitchener, Ontario N2C 0B8
Canada

Phone: 877-395-2623

E-mail: sales@stancehealthcare.com

For expedient order processing, please ensure Purchase Order includes:

- Company name, address, and telephone number
- Order contact name, telephone number, and email address
- Stance Healthcare Quote number (if applicable)
- Purchase Order number
- Ship To address (with special instructions including receiving hours, liftgate requirement, etc.)
- Ship To contact name and telephone number
- Requested ship date
- Complete product details including Stance Healthcare item number, finish and fabric selections
- Accurate Net Dealer pricing
- C.O.M. tracking details (if applicable)

If purchasing off contract, please also ensure all applicable information is included (name of contract, contract number, Dealer of Record, end user name, etc.)

All clean orders received will be acknowledged via email. Customer must check order acknowledgment for accuracy and notify Stance Healthcare of any discrepancies within 24 hours, otherwise acknowledgment constitutes a final agreement between Stance Healthcare Inc. (Stance) and the customer.

Orders may be placed by authorized Stance dealers only. Distribution of the price list does not in itself constitute an offer to sell.

DELIVERY AND FREIGHT INFORMATION –

All North American shipments are DDP (Delivered Duty Paid) unless other arrangements are agreed upon. Stance reserves the right to select the most appropriate carrier and routing on all shipments. Stance carriers provide one free hour for offloading product, depending on the size of the order, after which waiting charges will apply and will be billed accordingly. Shipment may deliver up to seven (7) days in advance of the acknowledged ship date. If customer requests a specific carrier, shipments will be made freight collect at customer's expense. Please review the Stance Freight Program for details on how freight charges are calculated.

All deliveries from Stance require a loading dock. Dock must be able to accommodate a 53-foot trailer. Minimum 4 hour delivery window required, within standard business hours of 9am to 5pm. If delivery location requires a liftgate, forklift, and/or is limited access/residential delivery, please notify Stance at time of order. Additional freight charges will apply for liftgate, limited access/residential delivery, rerouting from original destination, refused/returned freight, detention fees, driver labor costs, weekend delivery, and all other extraordinary deliveries. Direct-to-site shipments must be discussed with Stance to determine site accommodations, at which point additional charges may be applicable. Stance reserves the right to amend and invoice freight charge based on special shipping arrangements required.

Contact sales@stancehealthcare.com for more information.

DAMAGE AND FREIGHT CLAIMS –

All Stance furniture products are carefully inspected and cartoned by trained personnel before they leave the factory. Record damages and/or shortages on the bill of lading and freight bill. Sign only for the items you receive and do not accept the shipment until all shortages are noted on both the bill of lading and the freight bill. If receiver gives the delivering carrier a clear receipt, Stance will bear no further responsibility.

Claims for concealed damages must be made to Stance within ten (10) calendar days of delivery. Contact sales@stancehealthcare.com. Retain all shipping cartons and

inner packing for inspection and do not move the damaged merchandise from the receiving location. Stance will not be liable for concealed damages after 10 business days if cartons are not opened within that time.

PRICING –

All prices shown in this price book are list prices and are subject to change without notice. Pricing will only be held as long as standard lead times unless previously registered and agreed upon. Should an order be placed with an extended lead time, the order will be subject to pricing in effect at time of shipment and may require an up-front deposit to secure the desired ship date.

PAYMENT TERMS –

Payment terms are net 30 days. Pricing does not include state or provincial taxes. Payment by credit card will be considered on a per order basis. If invoice is not paid in full within 30 days, a late payment charge of 1% per month (12% per annum) will be applied on overdue invoices. Stance may require deposits for initial orders or based on order size or customer's credit history.

ORDER CANCELLATIONS –

After an order has been acknowledged and placed into production, cancellations cannot be accepted without the consent of Stance Healthcare Inc. In the case of an order cancellation, customer will be invoiced for the full cost of fabric and may also be invoiced a cancellation fee of no less than 20% of the value of the customer's Purchase Order. Stance reserves the right to charge additional "work in progress" fees as well. Cancellations must be made in writing to the factory. Please note special orders are not subject to cancellation.

AMENDED SHIP DATES AND STORAGE CHARGES –

Requests to change the acknowledged ship date (for instance, moving out an order) must be requested in writing a minimum of six (6) weeks prior to acknowledged ship date. Contact sales@stancehealthcare.com. Stance is unable to accept such requests within six (6) weeks of the acknowledged ship date.

Due to space constraints, shipments cannot be held or stored beyond (5) days.

Stance reserves the right to apply a storage fee of 2.5% per day if customer requires the order be held past the acknowledged ship date, to a maximum of (5) days.

REPAIRS AND RETURNS –

If repairs are required for any reason, Stance must be notified in advance of repair completion. Stance will bear no responsibility for repairs completed without prior written approval and customer will not be eligible for reimbursement.

Note that unapproved repairs will void all warranties.

Sales are considered final but in the event of a shipping error, duplicate shipments, processing error, etc., product will be accepted for return only with a signed Return Authorization (RA) from Stance. Contact sales@stancehealthcare.com for return eligibility evaluation. Product approved for return must be returned properly packaged in the original factory cartons. Carton must be clearly labeled with the RA number. Freight responsibility and arrangements will be determined during the RA process.

All merchandise must be returned within thirty (30) calendar days of the RA date to be eligible for refund/credit. Freight damage, signs of usage, missing parts, etc. will be adjusted on any credits issued.

FABRIC EVALUATION –

Fabrics must be tested and approved for application on all Stance products. Please contact sales@stancehealthcare.com for information on the evaluation process and/or to confirm if the specified pattern is approved before order is placed. Because every fabric specification is different and application for use must be taken into consideration, Stance shall not be held responsible in any manner for wrong specification of fabric for tailoring, wear, durability, or light fastness. Refer to Stance's Warranty for more information.

CUSTOMER'S OWN MATERIAL –

Customer supplied materials must be shipped prepaid to Stance Healthcare Inc. and must be accompanied by a CUSMA Certificate of Origin (formerly known as NAFTA) and a commercial invoice as required by Canada Customs. Commercial invoice must clearly indicate the description of the fabric, including the makeup or content, the selling price, and the country of origin. Please contact our customer service at 877-395-2623 should you have any questions related to Canada Customs requirements.

COM materials must be received at least two weeks prior to the acknowledged ship date in order to avoid any delays.

COM material must be clearly identified with the following information:

- Fabric name and color
- Customer name
- Purchase order number

Stance Healthcare Inc. reserves the right to refuse to use any COM materials that we feel will compromise the integrity of our products.

All COM's are cut "up the roll" unless otherwise specified by the customer. Stance Healthcare will not be responsible for incorrect application of COM materials, unless we have been

provided with application instructions by the customer.

Stance will retain COM fabrics for a maximum of **six months**. After this period, any remaining fabrics will be **disposed of**, unless there is an order.

FABRIC REPEATS –

Unless otherwise stated, fabric rolls are assumed to be a minimum of 54" wide. The following chart is used to calculate the extra yardage required for fabrics with a repeat.

Repeat (inches)	Up the Roll	Across the Roll
1 – 5"	15%	10%
6 – 9"	25%	15%
10 – 13"	30%	20%
14 – 20"	35%	25%
21 – 27"	40%	30%
Over 28"	45%	40%

FABRIC GRADES –

Refer to the fabric listings on pages 8–39 to determine fabric grades for all cryptons and vinyls from Stance Healthcare's preferred partners. Stance Healthcare Inc. will also grade-in fabrics from most other suppliers, upon request. Different fabrics may be specified on the seat and on the back. In this case, use the higher grade of the two. No additional upcharge applies.

ESTABLISHMENT LICENSE –

The following products are considered a Class 1 Medical Device product by Health Canada. If you are selling them to a healthcare establishment located in Canada which provides medical treatment to the public you must hold an Establishment License issued by Health Canada.

- Treatment and Exam tables
- IV pole (sold as an accessory with our Recliners)

