

HIGHMARK SMART, RELIABLE SEATING, INC.

GS-29F-0020J

Contract Number: GS-29F-0020J Contract Period: 05/19/09 – 05/18/14 Cage Code Number: 1LVC2 DUNS Number: 10-404-5703 Federal Tax ID Number: 95-3784268 Schedule Title: Furniture FSC Group 71 FSC Class 7110

Contractor:

Highmark Smart, Reliable Seating, Inc. 15731 Graham St. Huntington Beach, CA 92649 Phone: (714) 903-2257, (800) 441-4975 Fax: (714) 903-0644

Email: customerservice@highmarkergo.com
Website: http://www.highmarkergo.com
Business Size: Small Business

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1A. SPECIAL ITEM NUMBERS (SIN)

711-18 All Chairs Except Stacking Chairs
711-19 Stacking Chairs, Dollies and All Items that Support Stacking Chairs

1B. LOWEST PRICED MODEL

711-18 Reflexx 105-T2, Grade A = \$123.35 711-19 Quickstacker 412 = \$65.26

2. MAXIMUM ORDER

\$200,000 (All SIN Number)

3. MINIMUM ORDER

\$50.00

4. GEOGRAPHIC COVERAGE

48 Contiguous States and Washington, D.C.

5. POINT OF PRODUCTION

Huntington Beach, California 92649

6. DISCOUNT FROM LIST PRICE

57.9% - \$50-\$30,000 60.1% - \$30,001-\$75,000 61.2% - \$75,001-\$125,000 62.3% - \$125,001+

7. QUANTITY DISCOUNTS

See above

8. PROMPT PAYMENT TERMS

Net 30 days

9A. GOVERNMENT CREDIT CARD

Accepted below micro-purchase threshold. Visa and MasterCard only.

9B. GOVERNMENT CREDIT CARD, MICRO-PURCHASE THRESHOLD

Accepted above micro-purchase threshold. Visa and MasterCard only.

10. FOREIGN ITEMS

None

11A. TIMEOF DELIVERY

30 days after receipt of order

11B. EXPEDITED DELIVERY

None offered (considered on a case by case basis).

11C. OVERNIGHT AND 2ND DAY DELIVERY

None offered (considered on a case by case basis).

12. F.O.B. POINT

Destination (no inside delivery)

13A. ORDERING ADDRESS

HighMark 15731 Graham Street Huntington Beach, California 92649 Phone: (800) 441-4975 or (714) 903-2257

Fax: (714) 903-0644

Email: <u>customer</u>service@highmarkergo.com

13B. ORDERING PROCEDURES

For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS Schedule homepage (fss.gsa.gov/schedules).

14. PAYMENT ADDRESS

Same as ordering address above.

15. WARRANTY PROVISION

HIGHMARK products are manufactured with careful attention to detail and with an ongoing commitment to achieve a level of quality that is free of defects in materials and workmanship. In an effort to stand behind this philosophy, HIGHMARK hereby warrants, to the original purchaser of the product and from the original date of purchase, the following:

FOR INSYNC, INTOUCH, EMME, VALENCE, MODELA2, SPRINT PLUSH, KADET, REBOUND, HB, FINO, CAMBER, MODUS, WAVE, TEN, LYNX, QUICKSTACKER AND COMPANION CHAIRS

- Lifetime warranty on everything, except upholstery*
- 5 years on upholstery*
- This warranty is for standard commercial use, which is considered to be a standard eight hour work day, five days a week.

FOR INSYNC (WITH HEAVY- DUTY UPGRADE), EMME-HD AND OVERTIME CHAIRS

- 10 year warranty on everything, except upholstery*
- 2 years on upholstery*
- This warranty is for 7 day, 24 hour multi-shift commercial use.

FOR REFLEXX CHAIRS

• 5 year warranty on everything, including upholstery*

• This warranty is for standard commercial use, which is considered to be a standard eight hour work day, five days a week.

THE WARRANTY

Should any product fail, the defective product must be returned to HIGHMARK or one of its authorized dealers, freight prepaid, with proof of original purchase. Written authorization must be obtained before shipping the product directly to HIGHMARK. For products shipped directly to HIGHMARK, HIGHMARK will repair or replace the part(s) or product at its discretion. If the product is returned to an authorized dealer for repairs, Highmark will provide the materials to repair the product free of charge, including transportation costs.

FABRIC, VINYL & LEATHER VARIATIONS

- Seating upholstered in fabric, vinyl or leather is sold, subject to normal variations and / or irregularities in color, texture and grain.
- HIGHMARK is not responsible for slight differences in fabric color due to supplier dye lot differences on large orders or on repeat orders placed at later dates from the original order.

LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED, HIGHMARK MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Under no circumstances, including but not limited to breach of contract, breach of warranty or negligence, shall HIGHMARK be liable for lost profits, loss of goodwill, stored data, general, special, consequential or exemplary damages, even if HIGHMARK had notice of these damages or they were foreseeable. HIGHMARK shall not be responsible for verifying Dealer's or customer's description of needs, data, or the fi tness for a particular purpose of goods. HIGHMARK liability in all cases shall be limited to repair or replacement of the defective parts, or the purchase price of the product. Damages resulting from misuse, abuse, alteration, negligence, accidents or lack of maintenance are not covered under this warranty.

* Upholstery = HIGHMARK Fabric, Vinyl or Leather and all filling materials (Foam, Dacron). Customer's Own Material (COM / COV / COL) is not covered by upholstery warranty.

16. EXPORT PACKING CHARGES

Quoted upon request.

17. TERMS AND CONDITIONS OF CREDIT CARD

Per credit card company. No additional cash discounts on credit card purchases. Oral orders shall be confirmed in writing.

18. TERMS AND CONDITIONS OF RENTAL

N/A

19. TERMS AND CONDITIONS OF INSTALLATION

Available. Price to be quoted by project basis.

20A. TERMS AND CONDITIONS OF REPAIR PAR	くしこ
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Per commercial terms

20B. TERMS AND CONDITIONS FOR ANY OTHER SERVICE

N/A

21. LIST OF SERVICE AND DISTRIBUTION POINTS

N/A

22. LIST OF PARTICIPATING DEALERS

Call for the dealer nearest you or email: customerservice@highmarkergo.com

23. PREVENTATIVE MAINTENANCE

N/A

24A. SPECIAL ATTRIBUTES

Recycled upholstery material available

24B. ELECTRONIC AND INFORMATION TECHNOLOGY

N/A

25. DATA UNIVERSAL NUMBER SYSTEMS (DUNS): 10-404-5703

CAGE CODE 1LVC2

FEDERAL TAX ID. 95-3784268

26. CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE

Contractor is registered with CCR.

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