



FEATURING BODYBILT SEATING SOLUTIONS

GSA Contract #GS-29F-0119C Information

Contract Number:

GS-29F-0119C (For more information on ordering from Federal Supply Schedules, click on the FSS Schedules button at <http://www.fss.gsa.gov>)

Contract Period:

April 2, 2007 through January 31, 2011

Contractor:

ErgoGenesis, LLC
c/o DEALER NAME (if dealer is involved)
One BodyBilt Place
Navasota, TX 77868-3713
Telephone: 936-825-1700
Toll-Free: 800-364-5673
Facsimile: 936-825-1725
www.ergogenesis.com

Questions:

info@ergogenesis.com

E-mail orders:

orders@ergogenesis.com

For a List of Dealers by State:

<http://www.ergogenesis.com/dealers.php>

For a List of the Sales Representatives by State:

<http://www.ergogenesis.com/salesreps.php>

Data Universal Number System Number (DUNS):

124632725

Central Contractor Registration Number (CCR):

124632725

Business Size:

Small

Federal ID#:

043719728

CAGE Code:

3CWN3

SIC Code:

2522

Reference:

FSC Group 71, Part I, (office furniture)

NAICS:

337214

FSC Class:

FSC 7110

Customer Information

1. Minimum Order: \$50.00
2. Geographic Coverage: Worldwide
3. Point of Production: Navasota, Texas (Grimes County)
4. Discount: Prices shown are net prices (discounts already deducted)
5. Single Order (Net)

Order Limit	Volume Discount (% of net)
\$25,001.00 to \$35,000.00	3%
\$35,001.00 to 50,000.00	4%
\$50,001.00 to \$75,000.00	6%
\$75,001.00 to \$100,000.00	8%

6. **Terms: Net 30 Days, billed upon shipment.**
7. **Government Credit Card: The Government Commercial Credit Card (IMPAC/GCPC) is accepted for all orders under this contract.**
8. (a) **Time of Delivery: Four (4) weeks from confirmed receipt of standard orders; one (1) week production manufacturing for QuickShip orders. Call for information.**
(b) **Expedited Delivery: Contact GSA Customer Service for items available for expedited delivery. 800-364-5299**
(c) **Other Delivery: Overnight and 2-day Delivery is available. Contact contractor for rates.**
(d) **Urgent Requirements: Contact Customer Service for items available for 5-day QuickShip Program. 936-825-1700**
9. **FOB Point: Navasota, Texas (origin)**
10. **Ordering Address: ErgoGenesis; Attn: GSA Customer Service; One BodyBilt Place; Navasota TX 77868-3713**
11. **Payment Address: ErgoGenesis; Attn: Accounts Receivable; One BodyBilt Place; Navasota, TX 77868-3713**
12. **Warranty: Warranty issues can be addressed to ErgoGenesis; Attn: GSA Customer Service; One BodyBilt Place; Navasota, TX 77868-3713**
13. **Export Packing: For questions regarding export packing, contact BodyBilt's Customer Service Department at 800-364-5299**

14. **Repair Services:** For questions regarding repair service, contact BodyBilt's Customer Service Department at 800-364-5299
15. **Terms of Repair Parts:** 50% of List
16. (a) **Restocking Charge:** Returns will be accepted with a restocking charge not to exceed 25% of the net cost of the order, plus applicable shipping charges.
(b) **Cancellation charge:** No Cancellation charges prior to production. After production, only actual costs incurred that cannot be recovered through resale of the items within a reasonable period of time (6 months)
17. **Distribution Point:** Navasota, Texas

Government Sales Manager

Ray Woodward ext 236 rwoodward@ergogenesis.com

Diversity Program Manager & SBA Events

Lee Mauney ext 268 lmauney@ergogenesis.com

Federal Contracts Manager, Workers Comp. Claims & Government Shows

Virginia Sanders ext 263 vsanders@ergogenesis.com

State & Local Contracts Manager

Virginia Sanders ext 263 vsanders@ergogenesis.com

For All Quotes & Orders

David Fisher ext 231 dfisher@ergogenesis.com

Rachael Wiatrak ext 213 rwiatrak@ergogenesis.com

Credit

For nonrated or new accounts, payment terms on initial orders: credit cards (MasterCard, VISA, American Express, or Discover) or cash-in advance (CIA). New dealers please complete and sign the ErgoGenesis credit application and send full credit information with references to ErgoGenesis' credit department. Allow adequate time for approval (10 business days).

For established accounts, payment terms are Net30 days. Outstanding balances past 30 days are subject to a 1.5% late charge per month, or the maximum amount permitted under local law. Withholding payment due to carrier damages, shortages, or other disputes is subject to late charges.

Order Acceptance & Acknowledgement

- All orders should be e-mailed, mailed or faxed in hard copy purchase order form. ErgoGenesis may accept information for an order via telephone as a service to our customers; however, production will not begin until a purchase order form marked CONFIRMATION has been received by fax, mail, or special carrier.
- Confirming purchase orders that are not clearly and specifically marked CONFIRMATION are the responsibility of the customer if they are produced as duplicate orders.
- If an acknowledgement or receipt of an order has not been received within three (3) working days, the customer should call the Customer Service Department for confirmation.
- Orders received after 12:00 p.m. Central Time will be entered on the following business day.
- All orders will be acknowledged via written acknowledgement by fax and will be accepted, manufactured, and invoiced based on the information and terms stated. If any discrepancies are found, notify ErgoGenesis immediately.
- ErgoGenesis requires FOB: origin (Navasota, TX), prepay and add stated on all orders.

Cancellations

- No orders may be cancelled without written consent of ErgoGenesis. Restocking charges will be assessed on all changes or cancellations received after 1 day from the time that the order is entered.
- Note: No cancellations or changes will be accepted on QuickShip orders. No returns will be authorized unless our inventory position permits and the goods are in resalable condition.
- *By agreement, any return for credit will be charged a 25% restocking fee (plus shipping) to cover handling, inspecting, and repacking.*
- *No returns will be allowed after sixty (60) days from the purchase date.*

Returned Goods Policy

- No merchandise may be returned without prior factory approval, instructions, and issuance of a return authorization (RA) number from ErgoGenesis' Customer Service Department, (1-800-364-5299). The RA number must accompany the return shipment and must clearly be marked on the outside of the box.
- *All unauthorized returns will be refused and returned unopened.*
- Each RA number will be valid for only thirty (30) days from its issuance. All returns must be shipped prepaid.
- No deductions from payments due to ErgoGenesis may be assumed for returned merchandise until approved and determined by ErgoGenesis.
- No deductions will be honored until returned goods have been processed through our Quality Control assessment.

Delivery

- All prices are FOB (origin) factory (Navasota, TX). Shipment will be made “best way” unless carrier preference is indicated on the order.
- In most cases, UPS is selected with common carriers utilized when quantities or dimensions justify.
- Freight quotes should be obtained from ErgoGenesis’ Shipping Department, as freight prices may fluctuate at any time accordingly with price increases instituted by freight companies. Freight quotes will be good for 30 days from the date of the quote.

Claims

- It is the customer’s responsibility (not necessarily the consignee) to notify ErgoGenesis in writing of any factory defects, shortages, or errors. Such notification should occur within five (5) days of receipt of the merchandise. Failure to make any claims against ErgoGenesis within five (5) days will constitute acceptance of merchandise and waiver of any defects shortages, or errors that may be ascertained upon inspection
- ErgoGenesis is not responsible for damages incurred in transit or in storage. It is the consignee’s responsibility, by law, to examine merchandise upon receipt, note any damages on carrier’s bill, and file an appropriate damage claim. Concealed damage should be reported in writing within 48 hours to the carrier. The responsibility of ErgoGenesis ceases once the carrier signs the bill of lading as having received the merchandise in good condition.

Special Services

- Service questions should be directed to the Customer Service Department, open weekdays from 8 a.m. until 5 p.m. Central Time.
- All BodyBilt models are available through the QuickShip program in predetermined fabrics, in which case the order will be shipped within five (5) working days. QuickShip orders are limited to a maximum of eight (8) chairs per order.

COM/COL

- COM (Customer’s Own Material) of COL (Customer’s Own Leather) may be used on any orders, subject to approval by ErgoGenesis – send sample of COM fabric to Customer Service Representative for evaluation and approval. COM/COL must be sent prepaid to the attention of the Customer Service Department, and must be accompanied by the customer’s purchase order number for proper identification.
- BodyBilt assumes no responsibility for inspection or wearing qualities of COM/Col and reserves the right to refuse any such upholstery.
- Final Shipping date of finished product will be determined only after receipt and acceptance of COM/COL upholstery.

Recycling & Sustainability

- ErgoGenesis constantly seeks ways to recycle and minimize waste in every material, area of manufacturing, and method for packaging and shipping of its products.
- Only the highest quality components are used that significantly decreases incidence of part breakage.
- New designs and manufacturing processes are formulated with a basic foal of future retrofit and component replacement well in the future.

ErgoGenesis Lifetime Warranty on BodyBilt Seating (effective January 1, 2008)

STANDARD WARRANTY FOR NORMAL DAILY USE (users up to 300 lbs.)

For standard use, ErgoGenesis warrants to the original purchaser from the original date of purchase, that its BodyBilt products (as listed and described below) shall be free from defects in material and workmanship. ErgoGenesis will repair or replace, at its option, to the original purchaser only, any defects in products, parts, or components resultant from normal single shift use, as listed and described below (labor is not necessarily included). ErgoGenesis will not elect replacement unless repair is not commercially practical. Normal wear or abuse of products, parts, fabrics, and components are not covered. All features, except those noted below, shall be covered to the original purchaser for the lifetime of the chair.

Ten (10) Year Items (from the date of manufacture): Steel structure of mechanism, backrest post, plastic backrest & seat structures, handles, backrest height adjuster, clutch plates, torsion springs, all welds, armrest structure.

Five (5) Year Items (from the date of manufacture): Air Lumbar® option, casters, glides, foam, arm pads, sled bases

Three (3) Year Items (from the date of manufacture): Fabric (COM / COL fabrics not covered)

One (1) Year Items (from the date of manufacture): X-Tension™ Arm Assemblies and Linear Tracking™ Arm (LTA)

WARRANTY FOR BIG & TALL SEATING (base models S754, S2504 and S3504; Bariatric B2503)

S-mechanism for users up to 500 lbs and B mechanism for users up to 600lbs., ErgoGenesis warrants to the original purchaser from the original date of purchase, that its products (as described below) shall be free from defects in materials and workmanship. ErgoGenesis will repair or replace, at its option, to the original purchaser only, any defects in products, parts, or components resultant from normal single shift use (as described below). ErgoGenesis will not elect replacement unless repair is not commercially practical. Normal wear or abuse of products, parts, fabrics and components are not covered. All 1-year items listed in the standard warranty shall continue to be covered for a period of one (1) year (12 months) from the date of purchase. All other items listed in the standard warranty shall be covered for a period of three (3) years (36 months) from the date of purchase. The pneumatic height cylinder and base are covered for three years.

WARRANTY FOR 12-HOUR USE TO 24-HOUR USE ON STANDARD MODELS (multi-shift applications)

For continuous (12-24 hour) use, ErgoGenesis warrants to the original purchaser² from the original date of purchase, that its products (as described below) shall be free from defects in materials and workmanship. ErgoGenesis will repair or replace, at its option, to the original purchaser only, any defects in products, parts and components (as described below). ErgoGenesis will not elect replacement unless repair is not commercially practical. Normal wear or abuse of products, parts, fabrics and components are not covered. All 1-year items listed both in the standard warranty and the S-series Big & Tall chairs shall continue to be covered for a period of one (1) year (12 months) from the date of purchase. All other items listed in the standard warranty shall be covered for a period of three (3) years from the date of purchase. All other items listed in the S-Series Big & Tall chairs shall be covered for a period of two (2) years from the date of purchase. The pneumatic height cylinder and base are covered for three years on chair with standard size seats and for two years on chairs with the #4 seat.

WARRANTY FOR INTENSIVE-USE (24/7) MODELS (multi-shift applications)

For continuous (12-24 hour) use, ErgoGenesis warrants to the original purchaser from the original date of purchase that its I-Series chairs shall be free from defects in materials and workmanship. ErgoGenesis will repair or replace, at its option, to the original purchaser only, any defects in products, parts and components as described below. ErgoGenesis will not elect replacement unless repair is not commercially practical. Normal wear or abuse of products, parts, fabrics and components are not covered. All items

except those noted as having a one-year warranty below, on I-Series chairs built with the #7 seat pan shall be covered for a period of five (5) years from the date of purchase, for users up to, but not exceeding, 300 lbs. On I-Series chairs built with the #4 seat pan, all items except those noted as having a one-year warranty below, shall be covered for three (3) years from the date of purchase, for users up to but not exceeding 500 lbs. The Linear Tracking™ Arm (LTA) shall be covered for a period of one (1) year from the date of purchase on all I-Series chairs. The pneumatic height cylinder and base are covered for five years on chairs with the #7 seat, and for three years on chairs with the #4 seat.

Warranty does not cover or provide for: Color-fastness or matching of colors, grains or textures of chair material/fabric. Modifications or attachments to the product not approved by ErgoGenesis. Products not installed, used or maintained in accordance with product instructions and warnings. Products used for rental purposes. Damage caused by the carrier in-transit as handled under separate terms. Periodic lubrication of the chair mechanism.

PROCEDURE FOR WARRANTY SERVICE:

Most items can be replaced in the field, either by the customer, dealer, or by a trained ErgoGenesis representative. In some instances, however, the entire chair will need to be shipped back to the factory and the work will be performed at the factory. In either case, in order to make a claim under this warranty, please call the ErgoGenesis Parts & Warranty Department (1-800-364-5299, ext. 223) or e-mail the Parts & Warranty Department at warranty@ergogenesis.com. Please include the serial number of your chair or have it in hand when you call. The Customer Service representatives will be able to order replacement parts and/or issue a Return Authorization (RA) number for items to be shipped back to the factory.

-- No return items will be accepted for warranty work without an RA number issued through Customer Service. --

1 No warranties extend beyond the face of this warranty. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state. Incidental and consequential damages are excluded from this warranty. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitations of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

2 This warranty is valid to the original purchaser only for as long as the purchaser owns and uses this product. Subsequent purchasers are not covered by this warranty. ErgoGenesis will not be responsible for damage due to services, maintenance, modifications or tampering by anyone other than an ErgoGenesis representative or approved dealer. The Standard Warranty is based upon single 8-hour shift use only. This warranty is void if the customer modifies the product, if attachments are made to the product or if the product is not installed or used in accordance with ErgoGenesis installation and guidelines.

3 Normal single shift use assumes a five -day work week (eight-hour workday).

4 In-field service work may incur a labor charge of \$75.00 / hour.