

## DETAILED INFORMATION

### ORDERING INFORMATION

#### Authorized Dealers

Possession of this catalog/price list does not imply the right to purchase products illustrated and priced herein. Sales are confined to accounts established as authorized dealers, only.

#### Acknowledgements

Customer must notify Shelby Williams immediately of any discrepancy between purchase order and acknowledgement; otherwise Shelby Williams can accept no responsibility for manufacturing errors. Please use the Shelby Williams control number when inquiring about your order.

#### Quotations

All quotations by factory or representatives are valid for 30 days, unless extended in writing.

#### Prices

Prices are per unit unless otherwise noted. Prices may change without prior notice. All prices are i) F.O.B. Origin, ii) exclusive of any duties and local, state or federal taxes and iii) exclusive of any freight, packing and shipping charges. In the event Shelby Williams is required to pay any tax, fee or charge, customer shall reimburse Shelby Williams therefore, or in lieu of such payment, customer shall provide Shelby Williams at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge. Each invoice is independent from shipping sequence and disputes relating to other invoices.

### Special Handling Charge

**Orders with a combined Net price under \$1,200 will be subject to a Special Handling Charge of \$125 Net. One charge per order.**

#### Match-up Orders

If an order is to match a previous shipment, it must be clearly stated on the order. Please supply original invoice number and date. A sample product from the original order must be submitted prepaid to the proper factory to assure uniformity of finish and construction. Periodically materials are discontinued by our suppliers and requested materials cannot be supplied. In such event, customer will be notified and when possible provided with an option similar in material to the original order.

#### Design Changes and Manufacturing Improvements

Periodically we make changes to existing product designs in order to improve the general construction of our product. In this event, product may vary slightly from catalog photography. All dimensions shown in the catalog are approximate. Due to fabric

buildup, width can vary as much as  $\frac{3}{4}$ ". We assume no responsibility for overall width and height unless item or groups are special ordered to fit an exact space.

**We reserve the right to alter upholstery detailing based on the fabrics' suitability for tailoring. Pleats may need to be added or type of seams changed.**

### AGENT ONLY ORDERS

Shelby Williams will only accept agent only orders if the principal agrees in writing to be responsible for payment and agrees to Shelby Williams terms and conditions. Payment to the agent does not constitute payment to Shelby Williams, and Shelby Williams will collect from principal if the agent fails to timely and properly pay Shelby Williams.

### SHIPPING INFORMATION

More than one item may be packed together for shipment and may be noted in the price list. Shelby Williams reserves the right to change quantity packed without notice. The quantity packed is independent from price.

### FREIGHT PROGRAMS

We offer four easy ways to handle freight charges:

#### 1. Shelby Williams Standard Freight Program – F.O.B. Factory

All products are sold F.O.B. factory, freight is additional. Orders are shipped via common carrier or contract carrier. When selecting Shelby Williams' Freight Program, Shelby Williams reserves the right to select routing/carrier and assumes no responsibility for rates or delivery times established with the carrier. Shelby Williams assumes no responsibility for warehousing or demurrage when consignee is unable to accept shipment at the delivery point. Rates provided by Shelby Williams do not include residential locations, limited delivery areas, call before delivery, lift gate or unloading. Receiver is responsible for offloading. Special services may be available upon request and must be quoted and agreed upon prior to shipment of merchandise.

#### 2. Shelby Williams White Glove Service

Our freight program is enhanced with additional services for inside delivery, installation and debris removal. Pricing must be requested and services outlined and agreed upon prior to shipment.

Contact your Customer Service Representative at 800-873-3252 for freight quotes. All freight quotes are valid for orders placed within 30 days and for shipments made within 90 days of quote.

For either freight option, if upon delivery there are visible damages to packaging, it must be noted on the delivery receipt that there are visible damages.

All damages must be reported to Shelby Williams Warranty Department at [warranty@mycfgroup.com](mailto:warranty@mycfgroup.com) along with a copy of delivery receipt and pictures of damages. Any concealed damages must be reported within five calendar days to the Warranty Department as well to review for consideration. If there are any damages DO NOT throw away any cartons, skids, packaging materials, etc until claim has been settled. It may be necessary for carrier to come and inspect or pick up for salvage as part of the freight claim process. Discarding materials could void any claims that have been filed.

[www.shelbywilliams.com](http://www.shelbywilliams.com)

Phone: 800-873-3252

### TRAILER-LOAD SHIPMENTS

Customer request for trailer-load shipments and special routings will be accommodated when possible if clearly described on the original purchase order. **Customer is fully responsible for all payments, claims and other matters arising from customer-specified routing. Customer pickups must be arranged in advance by contacting Customer Service, Newport, TN: 1-800-873-3252.**

Consult this price list or acknowledgement for F.O.B. points.

#### 3. Customer Pick Ups

For customers wishing to pick up orders at our dock. Customers will be notified when product is ready. Pick up must be made promptly; any orders held longer than 7 days will incur storage charges.

Whenever the term F.O.B. Origin is used, "Origin" shall mean the shipping point for each item. The shipping point for each item is listed in the shipping point column. Abbreviations used stand for the following cities:

NPT Newport, TN 37821

### STORAGE POLICY

Once production has commenced (based on original ship date/delivery date requirement), we will provide our customer with a 3-week grace period for orders over \$10,000, during which customer will not pay storage fees, commencing from the time our product is currently scheduled to be ready for shipment.

In the event that a customer requests a ship date/delivery date delay outside of the 3-week grace period, storage charges will be applied to the order. The storage charge is 1.5% (product lines only) of the price of products stored for the first month and 1% of the products stored for each additional month. After one month, the rate will pro-rate to weekly. There is a minimum storage charge amount of \$350.00 for the first month and \$150.00 for each additional month.

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A Storage Charge Agreement will need to be signed and returned by customer to customer service. Customers that are CIA (cash-in-advance) must pay for all storage charges prior to shipment of the order.

#### **Shipments on Hold**

Any shipment placed on shipping hold, either by customer's request or due to balances owed on this order, will be manufactured per the originally scheduled ship date. See **Storage Policy** above for fees.

Any manufactured order held by our factory over three weeks will be billed and must be promptly paid even though shipment is held at factory at dealer's request. Any charges incurred by Shelby Williams for C.O.D. fees, inside delivery, etc. will be invoiced to the customer.

**International Orders** - All international orders are quoted F.O.B. Origin. All freight, duties, value added taxes, broker fees, port charges and insurance is in addition and will be the responsibility of customer unless specific arrangements are made in writing for any additional services by Shelby Williams.

**Air Freight Shipments** - Shelby Williams will not make shipments by air or express service unless previously authorized in writing by customer. Customer must be aware that airfreight charges for seating are calculated on dimensional basis and frequently equal or exceed cost of product.

#### **FREIGHT CLAIMS**

Unless otherwise agreed in writing by customer and Shelby Williams, all orders are F.O.B. Origin, with title and risk of loss or damage passing upon the order being picked up by customer or customer's agents or carriers at the Origin. While we will do everything possible to ensure your order arrives in good condition and on time, we cannot be held responsible for freight damage or delays.

#### **OTHER TERMS AND CONDITIONS**

##### **Shelby Williams Terms Control**

The terms and conditions set forth in the invoice to the customer and this document (together with any attachments and/or exhibits hereto or thereto) shall constitute the entire agreement between the parties with respect to the subject matter set forth herein and/or therein, and shall supersede any and all prior understandings or agreements, whether written or oral (including, without limitation, any and all prior or contemporaneous communications, negotiations, representations or agreements) between the parties; provided, that in the event of any inconsistency between this document and in the invoice to the customer, the terms and conditions set forth in this document shall prevail. Customer's acceptance of shipment or

performance and/or payment for any orders constitutes acceptance of all of Shelby Williams' terms and conditions set forth in this document. Any additional, different or inconsistent terms proposed by customer must be agreed upon in writing by customer and Shelby Williams, or are objected to in advance by Shelby Williams. Shelby Williams reserves the right, in its sole discretion, to refuse or reject any order at any time.

##### **Terms**

Payment is due net 30 days from date of shipment, subject to credit department approval. There will be a service charge of 1½% per month on all invoices past due. In the event Seller must use any collection agency, attorney or courts to effect collection with respect to amounts not paid by net 30 days from date of shipment, customer agrees, in addition to any other remedies provided herein, at law or in equity, to pay Shelby Williams all reasonable and actual collection agency fees, attorney fees and court costs. If customer fails to make payment for orders or if in Shelby Williams opinion customer's financial condition or other circumstances do not warrant shipment, Shelby Williams may, at Shelby Williams sole option, in addition to any other remedies provided herein, at law or in equity, require assurance of customer's ability to pay or cancel customers' orders.

##### **New Accounts**

Initial orders under \$5,000 require full amount in advance. Orders over \$5,000 require 50% deposit to release for production.

Please send full credit information and references, and allow time for Credit Department approval.

##### **Taxes**

Shelby Williams requires a State Resale/Exemption Certificate on file in our main office. Sales made without a resale/exemption certificate will be charged the appropriate sales tax as required by law.

##### **Set-Off**

Customer shall have no rights of set-off with respect to any amounts owed by Shelby Williams to customer.

##### **Samples**

Samples will only be sent when a customer places a firm order with Shelby Williams. Samples must be paid for in full and cannot be credited or refunded under any circumstances.

##### **Returns**

If a product must be returned for repair or replacement, please contact Shelby Williams to obtain approval for the return. Buyer may not return any products without Shelby Williams express prior written consent. Shelby Williams will refuse products not approved for return in advance. Customer has the responsibility to appropriately pack returned products.

##### **Cancellations/Changes**

Orders may not be cancelled or changed without the written consent of Shelby Williams, such consent may be withheld, granted or granted subject to conditions, service charges and/or price changes, in Shelby Williams sole discretion. Refunds of customer's deposits shall not be granted in any circumstances. In the event Shelby Williams agrees to such a change or cancellation, Shelby Williams may advise customer of the total charge for such change or cancellation, and customer agrees to pay such charges, including, but not limited to, storage and shipment costs, costs of producing non-standard orders, costs of purchasing non-returnable items, cancellation costs imposed on Shelby Williams and its suppliers, and any other costs resulting from cancellation of this order by customer. Shelby Williams may waive such costs in its sole discretion.

##### **Delay**

Seller shall not be liable for delays in performance caused by act of God, fire or other casualty, accident, riots, civil commotions, acts of war, excessive radiation, strike, shortage of labor or materials, governmental action or any other cause beyond the Seller's commercially reasonable control, and the time for the Seller's performance shall be extended by the period of such delay. No delivery dates for orders are guaranteed. Shelby Williams reserves the right to apportion its production as it determines appropriate in its sole discretion to meet customer's needs. Shelby Williams shall not incur any liability, whether direct, indirect, special, incidental, punitive, economic, consequential or otherwise (including, without limitation, loss of profits and/or loss of value), whether directly or indirectly, nor shall any order be cancelled because of delays in delivery.

Seller reserves the right to apportion its production among its customers as it may determine and any quoted delivery dates are estimated and are subject to change by Seller. Once production has commenced, the customer is required to take shipment. Customers will be charged public warehousing costs for completed orders that are delayed by customer. Shelby Williams reserves the right to make delivery in installments, all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries.

##### **Agent's Authority**

Customer understands and agrees that no agent, employee or representative of Shelby Williams has authority to bind Shelby Williams to any affirmation, agreement, representation or warranty concerning the goods purchased from Shelby Williams. Customer further understands and agrees that such affirmation of fact, promise, or representation made by any agent, employee or representative of Shelby Williams shall not constitute a warranty or agreement unless specifically approved in

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writing by an authorized officer of Shelby Williams.

Accepted orders will be acknowledged and customer is responsible for immediately reviewing the acknowledgement and notifying a sales representative of Shelby Williams or Shelby Williams Customer Service at 800-873-3252 of any discrepancies.

### PRODUCT WARRANTY

Shelby Williams warrants that its products will be free from defects in materials and workmanship when using the product for two- eight hour shifts per day for the time periods listed in the chart below. Warranty will begin the date of the invoice to the original retail purchaser ("Owner"), subject to the conditions and limitations noted in the "Additional Warranty Information" section below. Failure to comply with these conditions and limitations will void the warranty and result in denial of a warranty claim. This warranty is not transferable and applies only to the original purpose and installation. All warranty claims must be made in writing by the original Owner. Damage due to abuse, misuse, negligence, transit damage, accidents, normal wear and tear or improper or lack of maintenance is not covered. (See detailed Care and Maintenance in the Shelby Williams price list or at www.shelbywilliams.com

#### Limited Warranty

- Laminate Banquet Tables – 1 year
- Plywood Banquet Tables – 1 year
- Booths - 1 year
- Cast Iron Table Bases – 10 years
- Table Bases (aluminum, steel, wood) - 1 year
- Table Tops - 1 year
- Metal Chairs – 1 year except below\*
- \*GT Series – 5 years
- \*SR Series – 5 years
- Task Chairs - 1 year
- Wood Chairs - 1 year
- Lounge Chairs- 1 year
- Sofas – 1 year
- Ottomans – 1 year
- Chair Dolly – 1 year
- Table Dolly – 1 year
- ST Series Meeting Tables – 5 years

#### Additional Information Regarding All Warranties

Periodic maintenance is necessary, the same as for other equipment, to insure long-term durability and customer satisfaction. Owner and any person owning products sold, delivered or manufactured by Shelby Williams must perform and document inspections of all moving parts and joinery of all such products not less than every 90 days and as part of the inspection process tighten all bolts and fasteners and lubricate

all swivels and mechanisms. Owner and any person owning such products must remove from service all such potentially defective products. Owner and any person owning such products shall use diligent efforts to maintain all such products.

In the event owner and any person owning such products fails to inspect such products as provided herein, fails to undertake diligent efforts to maintain such products or commits any act or failure to act that is negligent, reckless or willfully harmful with respect to such products in any degree, owner and such person shall indemnify and hold harmless Shelby Williams for any claims, liabilities and expenses (including expenses and attorneys' fees) relating to such products.

The warranty described in this document is expressly limited to, and customer's sole and exclusive remedy hereunder shall be, the repair or replacement of a defective product at the sole discretion of Shelby Williams (such repair or replacement to be made as expeditiously as is commercially reasonable for Shelby Williams). Costs associated with shipping, handling and the installation of repaired or replaced products are not covered under this warranty, unless under special circumstances, are approved in writing by Shelby Williams during the first year of the warranty. Shelby Williams reserves the right to approve any contract which is entered into by the customer with a third party for the replacement of any product covered by the warranty period set forth in this document, and the warranty set forth in this document shall be automatically voided in the event that any work or modification is performed on the items or products covered hereby without the prior written approval of Shelby Williams. Repairs and replacements do not renew the product warranty. Shelby Williams will attempt to match color, but does not guarantee that finishes will match, particularly special finishes. Notwithstanding anything to the contrary set forth in this document, Shelby Williams' maximum liability under any circumstance shall be limited to the original invoice price to owner and shall not include any other charges, including, but not limited to, lost revenue or profit due to lack of use, freight, handling, packaging, demurrage or storage. After 1 year from the date of the invoice to the Owner, the maximum value of a warranty claim shall be further limited to the remaining useful life as is goods, or any liabilities that may customary in the facility's financial statements regarding amortization or expensing of furniture assets or the useful life calculated pro rata as follows whichever is the shortest amortization time period from the date of the invoice to the Owner: 0-1 years: 100%; 1 - 2 years 80%; 2-3 years: 60 %, 3-4 years: 50%, 4-5 years: 40%, 5-6 years: 20 %, 6-7 years: 10%, 7-8 years: 5 %, 8-9 years: 5%; and > 9 years: 0%.

If a product has been discontinued but is still covered under warranty, Shelby Williams will repair or replace if materials are still available. If materials are no longer

available, product value will be calculated pro rata according to the schedule above.

Warranty repair or replacement will be made at no charge to Owner when defective products are returned to Shelby Williams with freight and shipping prepaid, properly packaged to avoid damage in transit. Risk of loss of any items in transit from Owner to Shelby Williams shall pass when received by Shelby Williams. Risk of loss of any items in transit from Shelby Williams to Owner shall pass when sent to Owner by Shelby Williams. Shelby Williams assumes no responsibility or liability for the removal of products requiring service and/or repair.

Warranty claims must be filed in writing within 30 days of discovery of the alleged defect. All warranty claims must be submitted to Shelby Williams through the dealer of record who shall be solely liable to the end user for any dealer-installed products. In the event that the installation dealer is no longer in business for any reason, Shelby Williams will have no liability for any product failure whatsoever.

The decision of Shelby Williams on all warranty claims of \$50,000 or less shall be final. **All disputes for claims greater than \$50,000 or which are unresolved after 90 days shall be resolved through arbitration before the American Arbitration Association in accordance with the CF Group Arbitration policy, which is available on request from Shelby Williams. Each party shall bear its own legal fees, costs and expenses in connection with any arbitration or other legal action related to Shelby Williams' products, the transactions contemplated by the invoice to or from Shelby Williams to the customer and/or the terms and conditions set forth in this document. Arbitration decisions are final.**

Fabrics, filling materials, laminates, glides, casters, cylinders, wheels/tires, hardware and electrical parts and any moving or mechanical parts are warranted only to the extent expressed by their manufacturer and no warranty is made as to the selection, colorfastness, wear or aging of fabrics, finishes or filling materials, including, but not limited to foam/poly, cotton, and cardboard.

Shelby Williams does not warrant that any of the above mentioned materials will conform to their manufactureres' representations or warranties.

**Except to the extent specifically set forth in this document, Shelby Williams MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCTS COVERED BY THIS DOCUMENT. THE EXPRESS PROVISIONS SET FORTH IN THIS DOCUMENT ARE IN LIEU OF ANY OBLIGATIONS OR LIABILITIES ON THE**

**PART OF SHELBY WILLIAMS FOR ANY OR ALL DIRECT, ECONOMIC, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF VALUE, COSTS OF PROCUREMENT OF SUBSTITUTES) ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCTS SOLD, MANUFACTURED OR DELIVERED BY SHELBY WILLIAMS AND/OR ANY BREACH OF THIS DOCUMENT.** No affirmation of fact, including, without limitation, statements regarding suitability for use or performance of the products covered by this document shall be deemed to be a warranty of Shelby Williams.

Except to the extent specifically set forth in this document, any and all claims covered by this document must be brought within one (1) year of the date of the invoice to the Owner, regardless of their nature.

No representative of Shelby Williams has the authority to modify or waive this warranty either verbally or in writing and only the CEO or CFO can approve any such recommended modifications.

Shelby Williams provides products for the contract furniture market to the specification of the end user and as such relies upon the end user and their agents such as the dealer/installer or the designer to validate and test the suitability of the products or materials selected for any specific application.

## **INTELLECTUAL PROPERTY DISCLAIMER**

When an order is for product(s) not in its standard line, Shelby Williams sole responsibility is to provide product(s) meeting the specifications of the customer or its agents and representatives. Shelby Williams specifically disclaims any obligation to indemnify or defend customer, property owners, architects, designers, specifiers, customer agents or others for claims alleging infringement of trademarks, copyrights, patents, designs or any other issues collectively described as intellectual property. Customer confirms that it is the originator of specifications for this product and has clear title to said intellectual property and will indemnify and hold harmless Shelby Williams for any claims, liabilities and expenses (including expenses and reasonable attorney fees) in connection with such infringement.

## **WARNINGS**

Property owners and managers must make quarterly inspections to look for signs of structural fatigue, such as cracks or looseness, incurred in daily handling and use. Inspections should become more frequent when chairs are over 3 years old, or whenever signs of frame weakness arise. Examinations must include, but not be limited to, structural joints, corner blocks,

screws, fasteners, welds and any areas of stress. Missing leg glides or loose casters must be replaced. Chairs exhibiting any of the above should be removed from service and repaired to original standard, or discarded. Metal frame members bent at different angles from original are an indication of over stressing and could render frame unstable or prone to sudden failure. Chairs with bent frames should be removed from service; do not attempt to straighten. Rebending frames may further weaken metal and increase potential for failure.

## **FLAMMABILITY WARNING**

Shelby Williams seating products incorporate flame retardant urethane foam meeting the requirements of California Bulletin 117. All these components are flammable under certain conditions. Chairs stacked or concentrated for storage create additional hazards and can accelerate flame spread in a fire scenario. Do not expose seating to flame or heat such as from smoking materials, exposed lights, space heaters or other intense sources of heat or flame. Once ignited, chairs can burn, releasing heat, toxic fumes and smoke, while consuming oxygen. In an enclosed space, the resulting conditions can be incapacitating or fatal to human beings. Building managers should take appropriate precautions to protect occupants from fire sources and provide adequate detection systems, warning systems, sprinkler systems, and exits in the event of fire.

For detailed information about specific flammability test methods and results, write: Shelby Williams  
810 West Hwy 25/70  
Newport, TN 37821.

**Note 1:** In the event that your fire protection engineers, your particular application or use, or prevailing codes require a higher degree of flammability protection than foam meeting California Bulletin 117, Shelby Williams offers several alternatives: Code Red Foam, construction designed for California Bulletin 133 and Boston, Neoprene Foam, Vonar fiberglass and other protective barriers. Consult the option page of this pricelist or your sales representative for current pricing.

**Note 2:** Due to the vast choice of upholstery covers with varying degrees of inherent flame retardancy and the availability of different flame treatments, specifiers and purchasers are responsible for evaluating the published data and selecting upholstery which addresses conditions of the installation, and meets applicable fire or building codes. Flame retardant treated COM (Customer's Own Material) is applied at customer's risk.

## **POLICY ON TECHNICAL BULLETIN 133**

Several states and jurisdictions have adopted the full-scale flammability standards of Technical Bulletin 133 into their fire

codes. Purchasers are required to consult local fire officials to determine applicability of TB-133 for specific projects. If the project is exempt from TB-133 standards, that must be so stated on the purchase order.

When TB-133 is required, seating must be constructed with additional barriers and flame retardant foams. Consult this price list for up charges or special quote.

Limitations on fabrics and/or styles may apply. When C.O.M. must be treated for acceptance, cost of treatment will be charged to the customers account. Consult this price list for procedure. Customers who arrange their own C.O.M. treatments must obtain approval from Shelby Williams of proposed treatment before the order will be manufactured.

Shelby Williams has successfully tested a number of representative style and fabric combinations. Most fire authorities will accept these representatives without further testing. If local authorities require specific testing, or if historical data does not support the style/fabric combination being proposed for a project, then the cost of testing and sample preparation will be charged to the purchaser as described in this price list.

## **FATIGUE AND PRODUCT LIFE**

The life of seating products is not pre-determinable but is influenced by degree of use and maintenance.

Multiple failures occurring after a period of years may indicate that seating has exceeded its safe, useful life and should be replaced to prevent injury.

## **CASTERS**

Casters are not recommended on hard surfaced floors. Chairs may move too freely and lead to injury. Chairs with four casters are not recommended for elderly care or for persons with impaired ability to seat themselves.

## **STORAGE**

Furniture should not be stored in cartons for extended periods of time in high humidity areas. Products should be unboxed and stored in air-conditioned spaces to prevent a chemical reaction caused by the chemicals utilized in the flame-proofing process, and to prevent mildew.

## **DIMENSIONS AND SIZES**

All seating dimensions shown in sales literature are approximate. Due to various fabric buildups, widths can vary as much as 3/4". We assume no responsibility for overall dimensions unless specific limitations are clearly spelled out on the purchase order.

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**BANQUET SEATING HAND TRUCKS**

Stacking chairs should only be moved with Shelby William's hand trucks or dollies specifically designed for the chair style. Damages caused by use of improper equipment or equipment from others are not covered by warranties.

**GLIDES**

The standard chair leg glides (bottom leg wear protection) are molded nylon for general use and offer rust protection. Stainless steel base, nickel plated steel base, and rubber-cushioned glides are available as an option for special floor situations. See Glide Section

**DESIGN PATENTS**

Product distributed and illustrated in current Shelby Williams catalog and price list are covered by various design patent numbers. Shelby Williams is a registered trademark in most countries throughout the world.

**FOAM FLAMMABILITY STANDARDS AND FIRE CODES**

The standard urethane foam cushioning for Shelby Williams hospitality seating meets the requirements of California Technical Bulletin 117. Pyroguard II is available with an upcharge and meets California Technical Bulletin 117; British Standard BS-5852 – Crib 5; Motor Vehicle Safety Standard 302 and UL-94. Pyroguard I is also available for situations requiring more stringent flammability standards. Neoprene foams are also available for extreme risk situations. Contact your Regional Sales Manager for price quotations and technical specifications. Flame barriers are available for installation under upholstery fabric to aid in meeting certain flame retardancy requirements. Contact your Regional Sales Manager for price quotations and technical specifications.

**TB-133 Compliance:** As of this printing, California Technical Bulletin 133 has been incorporated in the fire codes for certain public buildings in the States of California, Illinois and Massachusetts and is optional in Ohio and Minnesota. It is also accepted by the Port Authority of New York and New Jersey in lieu of other standards. Consult fire official for definition of facilities affected in those areas and conditions for exemptions, if allowed. If the property is exempt from TB-133 standard, that must be so stated on purchase order. When TB-133 is required by code or voluntary standard, restrictions may apply to chair style selections and upholstery fabrics. Compliance will require the installation of fire barrier and may require special treatments for textiles and upgrading of foam. Contact your Regional Sales Manager for price quotations and technical specifications.

**Note:** Customer's Own Material (C.O.M.) must be preapproved by factory before order can be processed when TB-133 is required. Consult sales representative for approval arrangements. Customer is responsible for all costs incurred for fabric treatments. Full scale testing when required, will be charged to customer.

**NFPA-261 (TB-116):** These flammability standards, when specified, require individual testing. Consult price list for costs and allow 3 weeks after receipt of fabric samples. Other small scale flammability standards for in-line fabrics and upholstery components are available upon request. When fire codes require compliance with specific tests, this must be so indicated on original purchase order. If testing is required, cost will be billed to customer.

Building managers and property owners are responsible for consulting local fire officials and/or fire safety engineers to determine applicable fire codes and to address fire risks of products selected. For further information on any product or other issue concerning flammability please contact your Regional Sales Manager.

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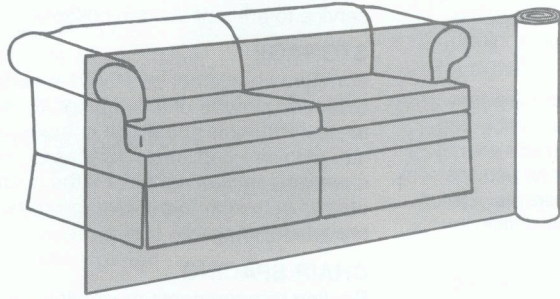
## FABRIC CUTTING PRACTICES

SHELBY WILLIAMS will normally RAILROAD (top parallel to the selvage edge) all fabrics, including velvets, when cutting either our stock fabrics or Customers Own Material. If in our opinion a fabric is designed to be cut TOPPED OUT (top perpendicular to the selvage edge, or up the bolt), or will present a better over-all appearance if so cut, we will cut it TOPPED OUT.

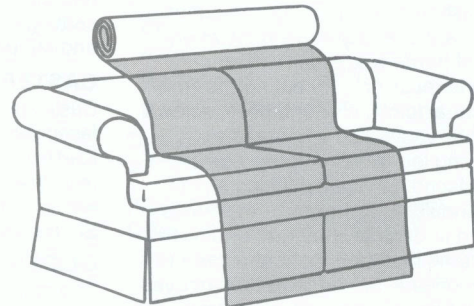
You may request that a SHELBY WILLIAMS fabric normally railroaded be applied top right. Your cost will be one grade higher than the regular grade for that fabric.

You MUST specify the application of C.O.M. if you desire it to be applied in a particular direction. If no instructions are given, we will apply the fabric at our discretion. SHELBY WILLIAMS will not be responsible for anticipating your wishes unless specific cutting instructions are given to us PRIOR TO CUTTING.

RAILROADING -



**"A" FABRIC "RAILROADED"**  
(APPLIED NORMALLY)



**"B" FABRIC "TOPPED-OUT"**

RAILROADING – A term used by the upholstery industry in describing fabric application to a frame. The designs of many fabrics are woven or printed from edge to edge, or selvage to selvage. Fabrics of this type are applied to the frame as shown in Sketch "A" and fall under the "Railroading" classification. Patterns are also available with the designs woven or printed "toward the bolt" or "Topped-Out" and would be applied to a given frame as illustrated in Sketch "B".

### SPECIFY ON YOUR ORDER IF FABRIC IS TO BE TOPPED OUT.

Note: If a fabric or weave is non-directional, we will cut it to eliminate any exposed seams on cushion tops.

### ACKNOWLEDGING AND PRICING WITH COM

- A. Orders will not be entered unless or until COM description [Supplier, Pattern & Color] accompanies the customer's purchase order.
- B. Orders with COM will be acknowledged separately from orders with SHELBY WILLIAMS stock materials.
- C. COM orders will only be scheduled for production after receipt of material. Allow 8 weeks after receipt for shipment.
- D. There will be a 10% upcharge above COM price for combination upholstery (2 or more fabrics) applied to the same style.
- E. When supplying genuine leather (COL), an upcharge of 20% will be made over COM prices.
- F. When COM is striped, patterned design, or non-stretch construction, an upcharge of 20% will be added to cover

additional cutting, sewing and upholstery labor.

### SHIPPING AND APPLICATION INSTRUCTIONS

- A. On all orders specifying COM, please supply the following: 1) a 12" x 12" size sample of the fabric stapled to the order; and 2) instructions for striped, plaid, patterned or unusually designed fabrics, as how to apply the fabric (direction of stripes, etc.) and which face to use on reversible fabrics. In the absence of such instructions, SHELBY WILLIAMS will apply the fabric in what it determines to be the best manner and cannot be held responsible after upholstering.
- B. When shipping, please mark all cover materials with the following:
  - 1) Dealer or designer's name;
  - 2) Our acknowledgement number;
  - 3) Our style number; and
  - 4) Purchase order number.
  - 5) Quantity
  - 6) Project Name
- C. Ship PREPAID to:  
Shelby Williams Industries, Inc.  
810 West Hwy 25/70

Newport, Tennessee 37821

Attn: COM Department

- D. Orders specified with COM or COL material will not be assigned a shipping date until the material is received.

### CALCULATING COM YARDAGES REQUIREMENTS

- A. 20% extra yardage should be included to allow for matching stripes, plaids, or large size patterns. (See Pricing upcharge).
- B. 20% extra yardage should be included for combination upholstery (two materials). (See Pricing upcharge).
- C. All COM yardages based on fabrics that are 54" wide, plain, no repeat or matching. COM yardage for one upholstered piece must not be in short sections.
- D. COM fabrics may require other methods of cutting and more yardages may be needed than shown in the price list. This will be determined at the time the order is placed in production.



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## DISCLAIMERS AND RESPONSIBILITIES FOR COM APPLICATIONS

- A. The company reserves the right to refuse COM orders (or process without responsibility) where fabrics are not suitable because of pattern, weight, width, stretch, etc.
- B. We assume no responsibility whatsoever for wearability of COM fabrics. They are applied totally at customer's own risk.
- C. Only textiles meeting rigid contract specifications with directional stretch are suitable for upholstery using blind-tacking method. We reserve the right to determine if COM meets these standards; if not, we reserve the right to upholster this material using exposed wetting.
- D. Shelby Williams Industries, Inc. is not responsible for the disposition of any excess COM shipped to our facilities over that required by the original order. Customer is responsible for providing additional yardage where deemed necessary.
- E. All estimated yardage requirements are based on 54" usable width. Yardage requirements are also based on plain fabrics and textures with reasonable workability in both directions. Fabrics that have stripes, patterns, distinct textures or other factors which would influence pattern layout will require additional yardage.

Shelby Williams Industries, Inc. assumes no responsibility for the flame retardancy of any COM. Customers are solely responsible for seeing that COM complies with all applicable codes and regulations

### COM & TB-133

COM must be approved by Shelby Williams when products require TB-133. To obtain approval on COM, the following must be submitted to factory:

1. Memo size sample. (12 x 12)
2. Fiber content – include percentage of each if more than one fiber.
3. FR standards of fabric as stocked.
4. Weight per lineal yard.

**CAUTION:** Not all COM's are acceptable. Many will require additional treatments that must be burnished by customer. Consult "User Friendly Selector" or your sales representative in advance for guidance to avoid order entry delays or rejection.

### TEXTILE FLAMMABILITY INFORMATION

All upholstery materials stocked by Shelby Williams meet the requirements of UFAC Class 1 and California Bureau of Home Furnishings Tech-Bulletin 117, Section E.

Many upholstery materials stocked by Shelby Williams also meet more stringent fire codes or test methods. Current information about a specific pattern is listed on the individual swatch cards, textile binder and Textile price list.

If material, as stocked, does not meet your specific flame retardant requirements, please contact our local sales representative or Shelby Williams Textiles to see if further treatment is available.

Many flame retardant treatments are salt solutions. Cleaning these fabrics with water or waterbased forms will result in salt ringing. Solvent based fabric cleaners or dry cleaning are alternate methods of cleaning. However, you are cautioned to test proposed cleaning procedures on a small portion of fabric before proceeding with the cleaning of the entire installation.

### SPECIAL TEXTILE CAUTIONS

**Chemical Reactions:** Do not expose upholstery textiles to chlorine (including wet bathing suites and towel(s) or strong cleaning solutions) – fading and deterioration may result. Cellulosic fabrics (cotton and rayon are especially susceptible to damage from bleach. Flame retardant treatments may react with cleaning solutions, adversely affecting textiles. Test all cleaning solutions on a hidden section of fabric before applying to entire chair.

**UV Exposure:** Textiles may be subject to fading or physical deterioration when exposed to sunlight or artificial UV sources. Olefin or polyolefin fabrics are especially susceptible to rapid deterioration in UV exposure. Do not use or store seating under these conditions. Shelby Williams assumes no responsibility for suitability or durability of C.O.L.B. Shelby Williams in-line textiles are only offered with warranty expressed by original manufacturer.

### MISCELLANEOUS

Shelby Williams failure to strictly enforce any term or condition of an order or to exercise any right arising hereunder shall not constitute a waiver of Shelby Williams right to strictly enforce such terms or conditions or exercise such right thereafter. All rights and remedies under these terms and conditions are cumulative and are in addition to any other rights and remedies Shelby Williams may have at law or in equity. Any waiver of a default by customer hereunder shall be in writing by Shelby Williams and shall not operate as a waiver of any other defaults or of the same default thereafter. If any provision herein shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The paragraph headings herein are for convenience only; they form no part of the terms and conditions and shall not affect their interpretation. These terms and

conditions shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto, and their respective heirs, personal representatives, successors and assigns.

The transaction set forth in the invoice between the customer and Shelby Williams has been entered into in the **State of Tennessee**. The laws of the **State of Tennessee** shall govern all matters as to the interpretation, performance, and enforcement of such transaction. Subject to the arbitration provisions set forth in this document, in the event of any dispute between customer and Shelby Williams, each party consents to the exclusive personal jurisdiction of the state and federal courts located in the **State of Tennessee** for purposes of any suit, action or other proceeding between customer and Shelby Williams.

### ENVIRONMENTAL STATEMENT

See our web site [www.shelbywilliams.com](http://www.shelbywilliams.com)

**End Note:** Please call the Customer Service Department with any questions pertaining to orders, shipping information, pricing or any other question you may have concerning a Shelby Williams product. To expedite order information, supply the Customer Service person with your Shelby Williams order number.

Shelby Williams Customer Service  
810 West Hwy 25/70  
Newport, TN 37821

Phone: 800-873-3252  
(Fax) 866-319-9371  
[service@shelbywilliams.com](mailto:service@shelbywilliams.com)

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