

2019 Paragon Furniture Partner Handbook





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This handbook is not a contract, but rather is for additional information and guidance on Paragon Furniture's policies for partners. Partner's rights and obligations are set out in a separate written contract signed by Paragon Furniture and the partner. If there are conflicts with the partner's written contract and this handbook, the written contract shall control. Partners are not employees of Paragon Furniture and also have no ownership interest in Paragon Furniture. Partners are independent contractors and have no rights to compensation, payments or benefits except as set forth in the partner's written contract.





ABOUT PARAGON

Since 1985, Paragon Furniture, Inc., headquartered in Arlington, Texas, has set the pace and place for learning through the creation of high quality, affordable, eco-friendly furniture for use throughout entire K-12 educational environments. Paragon Furniture builds stronger communities by making schools safe, comfortable, active, and inspirational.

Our Story

We're Paragon®. Problem solvers, thinkers, designers and engineers. And every day, we teach furniture a lesson.

A lesson in what happens when you outfit an entire school with eco-friendly furniture that helps teachers and learners get more out of their day. Intuitive desks. Chairs that smile. Waving shelves. Carrels that sing. All working together to enhance learning. And doing that work at an affordable price.

We're good at working together. We have fun as a team, we laugh, our families know each other, we share pictures of holidays, we share ideas, we connect with one another on social media, we share in an ownership mentality and we're committed to each other's success.

We're also committed to our customers' success. We're happy when you're happy. And we know happy. We put the 'p' in happy. Two of them.

We talk, we listen, we learn about customers, we build relationships, we connect. We help them make the right choices for their schools. Libraries

ABOUT PARAGON FURNITURE

where "Shhh!" is just the start to shhharing ideas. Lounges where benches and seats are built for inevitably fidgety butts. Maker spaces that are graced with happy faces racing to embrace creativity.

We've been embracing it all for over 30 years. Since before some of us were even born. That's a lifetime of motley. We're pros. Proactive pros, designing furniture that makes things happen, instead of responding to what's already there. We set the pace (and place) of learning. Because we're learning, too. Finding and creating new knowledge sources. Imagining new products. Meeting new partners. Trying out new BBQ recipes.

We're passionate, proud, perceptive people (we put the 'p' in all those words), putting furniture in every room of the school. So students and teachers can rethink, rearrange and really collaborate. Engaging students so they're engaged in their future. And participating in today. That's important, too.

It's simple, really. We love what we do, believe in what we do and have a genuine commitment to transform schools and inspire every single teacher and student in them. We believe we have a role to play in building strong communities by making schools safe, comfortable, active and motivational places.

Like we said, we teach furniture a lesson. But every day, it teaches us, too.

Ideal Environments for Paragon Furniture

Classroom • STEM/STEAM Lab • Large Meeting Room • Small Meeting Room • Lobby • Lounge • Learning Lab • Waiting Room • Café • Commons • Living Room • Library • Computer Lab • Science Classroom • Maker Space • Training Room

1985

Paragon® was founded.

150,000

square feet of production and warehouse space in our Arlington, Texas facilities.

360+

finish and fabric options.

1500+

different model numbers.



EDUCATION IS CHANGE

Humans are naturally curious. We seek. We peek. We listen. We want to learn.

Open the doors of a modern school. The bell isn't ringing for a change in classes. It's sounding a seismic (and very cool) shift in education.

The classroom is global, bursting out of the four walls.

Technology's everywhere. So is nonstop access to information, interaction and shared digital content.

It's a more open, creative and collaborative space than ever before. It has to be, to prep students to enter the 21st century workforce.

The future belongs to the entrepreneurs, scientists, communicators and creative community builders who will walk out of those doors.

And right now, who walk in them every day.



To take a seat in a classroom designed for flexibility.
So the seat can move. The desks and tables, too.



So the whole room can be rearranged,
to meet the changing needs of a busy,
inquisitive and inspiring school day.



One that shifts from single speaker (the traditional approach) to working in groups (team/project-based work) to studying independently (reading/writing/rithmetic).



OUTFITTING THE ENTIRE SCHOOL



We outfit entire schools with eco-friendly furniture that helps teachers and learners get more out of their day.

Walk into the commons. It's a multi-functional space for informal discussion, quiet study and not-so-quiet student clamor. There's a clamor for power, too. Anywhere they're learning. Which is everywhere. In labs. In the lounge. In the hallways.

And into the library. Where even the shelving is multi-modal. Optional side panels, sliding doors, in-run bench and end-of-run table.

Minds race in maker spaces. Designed for playing, tinkering, discovering and unleashing student creativity.

We're adamant about building strong communities by making schools safe, comfortable, active and motivational places.



Classroom

The best classroom designs are the ones that are most flexible and can be arranged, and then rearranged, to support the type of learning needing to take place. Paragon® creates agile and flexible desks, tables, storage and seating that connects students and teachers to lessons, to each other, and to new ways of learning.



Maker Space / STEM Lab

Expanding on the idea of a traditional classroom, maker spaces add creation and play into learning. The furniture used in this type of space needs to accommodate the equipment, but also be durable and modular and provide a solid and large place to make and places to ideate. Paragon® supports this next generation of teaching and learning with our MAKER™ series.



Library

Today's libraries are social spaces. They have transformed from a destination of individual study to active learning environments. Incorporating zones into the library's floor plan ensures students can both collaborate, but also research and contemplate their next assignment. Paragon® makes it easy for students to form quick collaborative groups or break off individually to do their own thing.



Commons

We learn when we share and engage with others. Supporting the social interaction necessary to acquire and verify knowledge is the very essence of learning. Paragon® soft seating is available in freestanding or modular configurations. Add power to ensure devices stay charged and students stay productive.



Lounge

Learning can happen anywhere. And often does. Students learn from the Internet, digital devices and each other. Paragon® lounge furniture is specifically designed to encourage interactive learning for groups and individuals and is flexible enough to adapt as needs change.



Cafe

From cafe booths and tables to soft seating designed to support countless configurations, with built-in power ports, Paragon® can help configure your space and ensure students stay on task, even when they are not in the classroom.

THANK YOU FOR BEING A PARTNER

At Paragon Furniture, we strive to make it easy for our partners to do business with us!

This handbook outlines the benefits, policies and procedures offered to Paragon Furniture partners. The items outlined within the handbook are in effect and became effective on December 1, 2017.

In order to be a Paragon Furniture partner and be eligible to resell Paragon products, as well participate in programs mentioned herein, partners must have a current contract with Paragon Furniture.

Partners will be required to renew their contract with Paragon Furniture once per calendar year by December 1st. Paragon Furniture sales representatives will coordinate a meeting with our partners to review the contract and any partner handbook changes, additions or deletions, once per calendar year. In addition, Paragon Furniture sales representatives will provide a new partner handbook to our partners during the annual meeting.

Like all businesses, there is always a lot going on and every business has a different way they handle things. We hope this handbook takes the guesswork out of our policies, programs and procedures and makes it a breeze to work with us.

Thank you for your partnership.

Sincerely,



Ricky Kassaroff
CEO



Mark Hubbard
President

COMMUNICATION

Customer Care

At Paragon®, the Customer Care team’s goal is to provide world-class service to our partners and consumers. The Paragon® Customer Care organization consists of three people that manage the daily requests from partners and end customers as it relates to:

- Order receipt and entry
- Order inquiries and status
- Pricing
- Freight quotes and shipping and delivery information
- Product information
- Technical support
- Literature and color sample requests

If you need more detailed assistance, reach out to one of our four Customer Care teams:

<p>PRE SALES</p> <p>Submit quote and literature requests to this email address.</p> <p>Contact: quotes@paragoninc.com</p>	<p>ORDER PROCESSING</p> <p>Submit new orders to this email address.</p> <p>Contact: orders@paragoninc.com</p>	<p>CUSTOMER SERVICE</p> <p>Submit inquiries concerning orders that have not yet shipped to this email address.</p> <p>Contact: customerservice@paragoninc.com</p>	<p>CASE MANAGEMENT</p> <p>Submit inquiries concerning orders that have already delivered to this email address.</p> <p>Contact: servicerequest@paragoninc.com</p>
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Customer Care is available from 8:00 am through 4:00 pm central time. The team can be reached by the following methods:
Phone: 800.451.8546
Fax: 817.633.2733



COMMUNICATION (CONTINUED)

Sales

The Paragon Furniture Sales division strives to be the vendor of choice for leading schools across the country providing dependable furniture products that are built to improve how students work and learn. The team consists of two divisions: 1) Regional Sales Managers focused on end-user awareness and partner support. 2) Technology Managers, which are dedicated resources to support the IT Channel including Distribution, OEM Partners and dedicated reseller accounts. Both divisions work hand and hand to ensure complete market coverage and are focused on the team approach and the ability to execute.

Regional Sales Managers include:



Matt Coyne
Regional Manager - East
Team member since October 2012
Phone: 817.908.5567
email: mcoyne@paragoninc.com



Chris Moody
Regional Manager - Central
Team member since October 2018
Phone: 469.219.7177
email: cmoody@paragoninc.com



John-Paul (JP) Nelson
Regional Manager - West
Team member since September 2016
Phone: 562.370.4300
email: jnelson@paragoninc.com



Katie Pool
Inside Sales Support Manager
Team member since April 2005
Phone: 817.633.3242 ext. 12
email: katie@paragoninc.com

COMMUNICATION (CONTINUED)

Website

Paragon Furniture’s website is located at www.paragoninc.com. The site houses all of the latest Paragon® product information, images and resources focused on creating a culture and an environment in schools that foster active learning.

New in 2018, Paragon’s website will feature all new navigation and interface, as well new resources including:

- Design resources: Having a vision is one thing. Having a vision that sees the light of day is something else entirely. That’s where Paragon® comes in. We don’t just offer furniture for empty spaces. We offer insight to all your ideas. This new section of the website houses spec sheets, CAD files, price list and REVIT symbols.
- Learning center: This section of the website houses a collection of implementation guides, research, monthly articles, blog posts and training modules.
- Request a quote: We are here to help you build a better learning environment. And since your space is not just like anyone else’s, you’ll need a different combination of products to get the most out of it. As you navigate through the website, build a list of products you like. Once your list is complete, you can send it to us via the website and we will produce a quote for you.

Showroom

Sometimes a customer just has to try before they buy. That’s where the Paragon Furniture showroom comes in. Located at Paragon Furniture’s headquarters in Arlington, Texas, the showroom houses a collection of Paragon’s most popular products. The showroom is also a great training center for our partners. Contact your Paragon Furniture Sales Representative to reserve today.

Weekly email

Paragon Furniture sends out weekly emails discussing the latest in K12 active learning environments, as well changes or updates that might occur at Paragon. To be on the distribution list, email paragonfurniture@paragoninc.com and set the subject line to subscribe.



COMMUNICATION (CONTINUED)

Social Media

Paragon Furniture is involved in the most active social media platforms. Paragon® posts articles on best practices, talks about trends, shares stories and highlights new product that all supports active learning in K12 daily.

Follow us today on:

LinkedIn : @ParagonFurniture

Instagram : @ParagonPeople

Facebook : @ParagonFurnitureInc

Pinterest : @ParagonFurniture

Twitter : @ParagonPeople

YouTube: <https://bit.ly/2uo1TvS>

STATEMENTS OF ASSURANCE

Responsibility

At Paragon®, being eco-friendly is not a fad. It is an ongoing effort to improve processes with the understanding that change and Investment now, mean a better future for all.

Science and Low Emitting Products

Paragon Furniture classifies as low-emitting furniture in school environments. Let us help you with your projects that require LEED for Schools. We also meet the stringent qualifications for the CHPS EQ 2.3.5 credit. As a manufacturer of eco friendly school furniture that meets the criteria for CHPS and LEED for Schools, Paragon Furniture also achieved the strict standards to qualify as MAS Certified Green®.

Reduce, Reuse, Real numbers and not Rhetoric

Our wood products are manufactured from 100% recycled and/or recovered fiber. 100% of our wood products originate from certified sustainable harvesting methods. Up to 90% of our packaging and steel comes from post-consumer waste or recycled materials. In the places that we must use packaging materials, they are 100% recyclable. Our investment in machinery and new processes has reduced waste by more than 60% in the past 3 years. 100% of all unused metal from the manufacturing of our product is recycled locally. Paragon’s Arlington based manufacturing facility uses powder-coat which means you can be assured that no solvents and negligible amounts of VOC’s, if any, are being released into our atmosphere.



STATEMENTS OF ASSURANCE (CONTINUED)

Partnership and Accountability

As a United States based manufacturer, we feel it is our responsibility to ensure all of our supply partners share our desire for environmental stewardship. By using independent third party testing of our products, we are staying accountable to you. This is not about telling a nice story to make everyone feel good. This is about doing the right thing for the environment and for the planet our children will inherit.

ANSI/BIFMA Safety Certification

Paragon Furniture products are manufactured to meet or exceed safety certification standards as set forth by ANSI/BIFMA X5.1-2017 for seating products and ANSI/BIFMA X5.5-2014 for tables and desks. Product compliance reports can be provided by contacting Paragon Customer Care at 800.451.8546.

California Technical Bulletin 117-2013

All Paragon Furniture upholstered soft seating meets flammability standards for upholstered furniture as outlined by California TB117-2013.

TERMS & CONDITIONS

CONDITIONS OF SALE

Acquisitions and Assignments

A Paragon Furniture partner may not assign, transfer or sell any of its rights under the contract without the advance written consent of Paragon Furniture. Paragon Furniture must be notified in writing 30-days prior to effecting a sale or other transfer of partner’s business. However, such notification does not obligate Paragon Furniture to accept the assignment and to conduct business with the transferee. Acceptance of the assignment of the contract may require the partner to provide Paragon Furniture, upon request, current financial documents on the assignee. Forward all such acquisition and assignment request to your Paragon Furniture Sales Representative for handling. Include a specific contact person for detail verification.

Authorization to Sell

Per the terms of the signed contract with Paragon Furniture, the partner is authorized to sell Paragon Furniture products to end users within the designated territory description outlined in the contract. Paragon Furniture reserves the right to increase or decrease the number of partners at any time, for any reason within any territory. Partners will receive an advance notice, per the discretion of Paragon Furniture, of any change. If the terms of the contract, signed by both parties, is not followed by the partner, Paragon Furniture reserves the right to cancel and terminate business with the partner. At that time, the partner is no longer authorized to purchase or sell Paragon Furniture product. Remaining inventory is the responsibility of the partner, however the partner must sell that inventory per the terms of the contract until that inventory is gone.

A partner shall be defined as a partner purchasing product from the manufacturer and reselling those products, per the terms of the partner contract with the manufacture, to an end user.

End users, also referred to as consumers, are customers who purchase product from a partner for their own personal use.



PRICING AND TERMS

Price Notification

A current published price list supercedes all previous issues. Prices are updated on a yearly basis on December 1st, however Paragon Furniture reserves the right to change pricing at any time, for any reason. Partners are notified 30 days in advance on November 1st via an email that is sent to the partner’s appointed contacts. If past or current price lists are needed, please contact your Sales Representative for the information. Price lists are confidential documents and are not to be shared outside of the partner/Paragon Furniture agreement.

Prices and Terms

All Paragon Furniture products are sold and distributed through a national partner network. With approved open credit status, the terms from invoice (shipment date) are: 2% 10 days, net 30. All new account orders should be accompanied with a check or money order, including freight charges, until open line credit is established or approved. Credit memo and/or payment requests made to Paragon® should be sent to ap@paragoninc.com.

Prompt pay discount of 2% (taken off of net invoice amount) does not apply on freight charges, however does apply on all product purchases unless otherwise noted at time of purchase. In order for an account to receive the prompt pay discount, payment must be received on the 10th day by Paragon Furniture. No grace period will be allowed. All orders are not subject to receive a prompt pay discount. Orders that specifically note that no prompt pay discount will be allowed will be the partner notification that they will not receive the discount if they pay the invoice in 10 days. Early payments discounts do not apply to cash with order, deposits or credit card payments.

Any unearned discounts taken by the partner will result in the partner’s account being placed on credit hold. Partners have ten days to pay back any unearned discounts, after 10 days, account will be placed on credit hold. Persistent behavior will result in suspension or termination of prompt pay discount.

PRICING AND TERMS (CONTINUED)

Past due accounts will be assessed a finance charge of 1 ½% per month (18% per annum) on all outstanding balances that are over 30 days past due. Any account that is 90 days or more past due will automatically be placed on credit hold and program benefits will be suspended or terminated until all past due balances are cleared. Continued failure to pay within credit terms will revoke open credit line status. Any and all charges incurred for the collection of past due accounts such as: legal fees; court costs; accrued finance charges will be the responsibility of the partner.

Paragon has the right to update and change the terms and conditions at any time. Purchase of products from Paragon® shall be subject to Paragon’s current warranties which can be found at www.paragoninc.com

Partner Day-to-Day Pricing

Partners in compliance with all Paragon Furniture related policies, programs, procedures and are in good financial health and account status with Paragon Furniture are entitled to a standard daily discount of 50% off list price.

Sample Program Pricing

To display and promote Paragon Furniture products, partners may purchase products via Paragon Furniture’s sample program. Sample prices are a discount off of standard price. Sample units can be purchased one model number, every 90-days, per partner and must not be resold for 90-days by that partner. Shipping terms are F.O.B. origin and standard ground freight will be pre-paid by Paragon Furniture. Sales tax will not be charged on sample units by Paragon Furniture.

To order a sample unit, the partner must send a purchase order to Paragon Furniture’s Customer Care team at orders@paragoninc.com and mark “SAMPLE ORDER” on the purchase order. If a partner would like to purchase more than one of the same unit within a 90-day period of time, for multiple locations, the partner must seek approval from Paragon Furniture’s Sales Manager.



PRICING AND TERMS (CONTINUED)

Special Pricing

Paragon Furniture has designed three special pricing programs.

- 1. Registration Program Pricing
- 2. Special Pricing Agreement (SPA)
- 3. Bid Pricing

In order to take advantage of a special pricing program, the partner must:

- Verify that they have presented only Paragon Furniture products for the project
- Verify that competing product was not specified
- Produce required information and documentation per the program outlined below

If any of the above criteria was not met, the partner will forfeit their participation in Paragon Furniture’s special pricing program. In no way is the partner guaranteed special pricing, Paragon Furniture must provide proper approval for special pricing to be granted and the partner to receive any discounts.

If any conditions change from what was originally presented, at any time, by the partner to Paragon Furniture, for example, but not limited to product volume, product models, terms, Paragon Furniture reserves the right to withdraw the special pricing provided. Based on the new conditions presented by the partner to Paragon Furniture, Paragon® will either issue revised special pricing and/or forfeit participation in the project. For example, if the original project’s conditions were 10,000 desks over 6 months and then a change occurred 4 months into the project and the conditions became 2,500 desks over 12 months, Paragon reserves the right to withdraw pricing based on the 10,000 desks, and re-issue new pricing based on the new quantity and terms.

PRICING AND TERMS (CONTINUED)

Registration Program Pricing

Paragon Furniture’s project registration program provides protection for value added services offered by specifying partners. Once approved by Paragon®, the specifying partner will be given additional discounting for the value added service that applied to the sale of Paragon Furniture product. Discounted pricing and specification fee will be given out at the discretion of Paragon Furniture. Registration pricing will not apply to bids already in the public domain. All information provided will remain confidential. The program is designed to reward partners for their proactive work, but in no way ensures successful awarding of the project.

Project Criteria:

At its sole discretion, Paragon Furniture reserves all rights to modify, change or cancel this program without prior notice. Paragon Furniture reserves the right to cancel a project registration at any time for any reason.

- The registration document must be submitted if project protection is desired or if a drawing is needed
- Paragon Furniture projects must meet a \$25,000 list project registration threshold to qualify and must represent new business for Paragon Furniture for a project to be protected
- Project registration will not be issued if the partner has a registration with another manufacturer
- Project registrations are issued for a project site and not a customer

Procedure for registering projects and receiving credit:

- Paragon Furniture products have been presented for this project as the primary line. The partner will forfeit this project registration if competing furniture products are presented.
- Partner agrees that Paragon Furniture may contact the end customer specified in the application for information pertaining to the registered project



PRICING AND TERMS (CONTINUED)

Registration Program Pricing (continued)

To receive approval for the registration, the Paragon Furniture partner should provide project details including:

- 1. End user first name and last name
- 2. Project site/area being registered
- 3. Shipping city
- 4. Shipping state
- 5. Shipping zip code
- 6. Bid date
- 7. Estimated ship date
- 8. School/Company opening date
- 9. Quoted product
- 10.A&D firm name
- 11.A&D contact
- 12.A&D email
- 13.A&D phone

- Paragon Furniture’s Customer Care team will then provide a registration quote number to the Paragon Furniture partner responsible for registering the project along with a formal quote indicating any special pricing that will be granted.
- The project registration is valid for a specific period of time, not to exceed twelve months. At the end of the 12 months, the partner may request one additional 12-month period. All extensions must be requested in writing by e-mailing Paragon’s Customer Care team customerservice@paragoninc.com.
- To process an order, the partner must send a purchase order request to Paragon Furniture indicating the quote number. If no quote number is indicated, Paragon Furniture will bill at standard partner price.
- Paragon Furniture reserves the right to reject any request that does not include the correct criteria.

To register a project, go to: <http://go.paragoninc.com/projectregistration>

PRICING AND TERMS (CONTINUED)

Special Pricing Agreement (SPA)

A SPA is granted when a partner requires special pricing that is lower than their standard discount for a specific period of time.

- The partner requests special pricing by contacting their Paragon Furniture sales representative
- If approved, a SPA number will be issued to the partner responsible for receiving special pricing along with a formal quote indicating the special prices granted as well effective dates
- When an order is ready to be processed, the partner must send a purchase order request to Paragon Furniture indicating the SPA number and contract name, if applicable. If no SPA number is indicated, Paragon Furniture will bill at standard partner price.
- Paragon Furniture reserves the right to reject any request that does not include the correct criteria



PRICING AND TERMS (CONTINUED)

Bid Pricing

The purpose of Paragon Furniture’s Bid program is to recognize and reward partners who have proactively and successfully positioned Paragon Furniture solutions into bid situations for end user projects. In return for promoting Paragon Furniture solutions, Paragon Furniture will price the bid accordingly to meet demand.

In order to receive a quote for a bid, the Partner must send the bid spec and provide:

- Date
- Partner name and contact at partner location
- Partner contact information (phone and fax)
- Project name
- Project location
- Name of specifier, if different than the partner name
- Expected bid date
- Expected install date
- Total budget
- Paragon Furniture product model number, quantity and description

Submit quote request to quotes@paragoninc.com

Any pricing offered for a public furniture bid must be based on a quote from Paragon®; standard discounts will not be honored, nor will pricing pre-negotiated for any local, county, state or cooperative contracts. Notwithstanding contracting agencies requirements, a letter of authorization must be obtained, signed by an officer of Paragon Furniture, explicitly authorizing a dealer to bid Paragon product. Paragon® retains the right to exclude any dealer from bidding product.

Upon receipt of information, Paragon Furniture will provide the partner a formal quote including a quote number if approved. Quotes are valid per bid spec by the end user organization, not to exceed one year or per Paragon Furniture’s discretion. Paragon Furniture overrides all dates specified by the end user organization. When the end user organization is ready to process an order, the partner must send a purchase order request to Paragon Furniture indicating the quote number and contract name, if applicable.

ORDER PROCESS

The following items must be included on all purchase orders:

- Sold to/bill to information: complete legal name, address, telephone number and fax number
- Ship to information: complete legal name, physical address, contact name and contact phone number
- Purchase order number: a partner-specific identifier, typically a sequential P.O. number or requisition number
- Issue date: date the purchase order was issued
- Paragon® quote number, if applicable
- Sales tax: applicable sales tax will be added upon invoicing. If tax exempt, provide or have the tax exempt certificate on file at Paragon®
- Purchase order total: total of all items and services included on the purchase order
- Authorization: signature of authorized purchasing agent or buying entity
- Order details: reference a fully optioned Paragon quote or include all the information listed below
- Quantity of each item
- Complete model number, including all finish and option information (by line item)
- Net purchase price (by line item)
- Extended net purchase price (all line items)
- Contract name and/or number if pricing is based on a contract reference
- Signatures on a quote or a worksheet will NOT be accepted as a purchase order
- Purchase orders that do not meet these requirements will be placed on hold until complete information is received

Submit purchase orders to orders@paragoninc.com

Many products are available with the option of color/finish choice. Color/finish choice must be specified when ordering. Orders not specifying color/finish are considered incomplete and may cause delay in processing. Orders specifying a special order color/finish are considered customer orders and are not returnable.



ORDER PROCESS (CONTINUED)

Partner order(s) should be sent to Paragon Furniture Customer Care at orders@paragoninc.com. Lead time on orders do not start until order acknowledgment is sent to the partner from Paragon Furniture Customer Care team.

Email Orders

Orders may be sent to Paragon Furniture via email to orders@paragoninc.com. Paragon® will not be responsible for any duplicate orders caused by unmarked hard copy, duplicative confirming orders or orders submitted more than once.

Acknowledgments

Paragon Furniture sends acknowledgments on all orders. Please read these acknowledgments and contact Paragon® immediately if there is any discrepancy. In the event of any difference or inconsistency between Paragon’s acknowledgment and dealers P.O., Paragon’s acknowledgment will control. In the event the model number and description differ on the P.O., the model number will be the determining factor. Any error or discrepancy on acknowledgment must be reported to Paragon Furniture in writing within three (3) working days of acknowledgment date. All acknowledgments contain an estimated delivery date, but an order may ship earlier than the estimated shipping date. If dealer’s desired delivery is on or after a specified date, you must write “Do not ship for arrival before ____ [date] ____” on dealer’s P.O.

Changes or Cancellations of Orders

Paragon Furniture custom-builds products per customer’s specifications. As such, changes or cancellations of orders must be pre-approved by Paragon Furniture and be presented to Paragon® no more than 5 days from receipt of purchase order. Change or cancellation requests made less than 14 business days prior to delivery will not be granted. Authorized returns will be subject to a thirty percent (30%) cancellation/change fee, plus any freight charges incurred. Products that have been unpacked, assembled and/or used will not be authorized for return.

FREIGHT POLICY

F.O.B. origin, destination or prepaid and add delivered pricing should be determined with purchase order and does not include federal, state or local taxes. Include any special circumstances with purchase order such as limited access, lift gate, inside delivery etc. Products quoted inclusive of freight (Paragon® F.O.B. destination) shall be based on shipments to the 48 U.S. contiguous states. Costs of freight for international shipments and shipments into Alaska, Hawaii and U.S. territories are the responsibility of the partner. Paragon® is not responsible for product management through customs and beyond.

Partners are responsible for handling and processing their freight damage claims on F.O.B origin. Delivered pricing shortages and damages must be noted at time of delivery on the delivery freight bill and submitted to Paragon® within (3) days. Concealed damages must be reported and inspection requested from the delivering carrier within fifteen (15) days. Save all cartons for freight inspection.

Freight quotes given by Paragon® should be treated as estimates only and not the actual charges. Additional energy surcharges may apply. Paragon® will not be responsible for freight estimate disputes; inside delivery charges; advance notice charges; storage charges; or refused shipment charges. All package weights and cubes in the price list are approximate. Pallet weights are not included. Refer to Paragon’s price list for freight class codes.

Four (4) or more UPS shipments consigned to one destination will be combined as one shipment and shipped common carrier to reduce handling, processing costs and freight damage. Paragon Furniture reserves the right to make partial shipments if need dictates unless otherwise instructed by the partner not to do so. Partner bears all costs when requesting products to be shipped via air or if the shipment is expedited.

Paragon® reserves the right to select the most appropriate method of shipment, carrier and routing on all shipments.

Freight class information provided in the Paragon Price List is based on shipping one unit. Freight class varies based on quantity. Freight class is subject to change. Please contact quotes@paragoninc.com for freight classes based on a specific quantity of units shipping.

FREIGHT POLICY (CONTINUED)

Pickup Orders

All pick-up orders will be held for 48 hours after notification. After 48 hours, the order will be shipped prepaid and add via Paragon Furniture’s house carrier or UPS, whichever is the lowest cost to the customer.

Shortages

All shortages of parts or products must be reported within 30 days. Product shortages must be reported on the delivery receipt or Paragon® will not be responsible.

Title and Risk of Loss

Title to product shall pass to partner upon delivery by Paragon Furniture to the carrier. For purposes of risk of loss, all shipments are “F.O.B. origin”; and partner acknowledges that, once Paragon Furniture delivers the product to the carrier, risk of loss shall pass to the partner. Paragon Furniture is not responsible for damage in shipment when product is shipped on a third party or prepay and add and a collect basis.

Shipment Delays

If, following Paragon Furniture’s acknowledgment of partner’s purchase order, partner requests a delay in shipment for any period greater than one (1) day from the scheduled ship date, customer shall be responsible for the payment of the following storage fees:

- 1. Orders less than a full trailer (11 pallets or 24 feet or less): \$5.00 per day per pallet.
- 2. Full trailer: \$60.00 per day per trailer.

Any long-term storage (i.e. storage outside standard shipping and installation storage) must be climate controlled. Temperature must range between 60 and 80 degrees fahrenheit and humidity must be controlled between 45 and 65 percent relative humidity.

FREIGHT POLICY (CONTINUED)

Drop Shipments

All drop ship orders follow the same guidelines as the freight policy and delivery as outlined previously. All drop ship orders, regardless of size and cost, are F.O.B. origin, prepay and add freight or F.O.B. destination as deemed appropriate by Paragon Furniture. A drop ship order is described as an order that is shipped to a location other than the partner’s warehouse. Any variations to this policy must be in writing and approved by a Paragon Furniture President or above.

Freight Damage

Damaged, lost or shorted shipments are the responsibility of the motor carrier. Inspect all shipments promptly and report damage to the delivery carrier immediately. List any damages on the bill of lading, if possible, and take photographs of freight damage. Carriers require such reports within three (3) days of delivery. Failure to report damage or loss is the consignee’s responsibility.

Storage Costs

All product will ship upon completion of production. If the partner is unable to accept delivery of product at the time of shipment, Paragon Furniture reserves the right to transfer this merchandise to storage. All costs for storage will be at the partner’s expense. Transfer to storage will be considered delivery for all purposes including invoicing and payment. Partner will bear the risk of loss or damage during storage.



PAYMENT

Payments by check or money orders should be made payable to Paragon Furniture, Inc. and sent to the address below. Please reference your invoice number on all payments.

Accounts Receivable
Paragon Furniture, Inc.
2224 East Randol Mill Road
Arlington, Texas 76011

Phone: 800.451.8546
Fax: 817.633.2733

PRODUCT RETURNS

Products produced by Paragon Furniture, Inc. to customer specification will not be accepted for return if ordered incorrectly. Paragon® will issue a Return Authorizations at its discretion for products or parts deemed defective. Merchandise received by Paragon Furniture without a valid return authorization will not be accepted by our shipping department. A return authorization can be provided by calling Paragon Customer Care at 800.451.8546 or contact servicerequest@paragoninc.com

Defective or Damaged Good Return Policy

Paragon Furniture will issue Return Authorizations (RAs) at its discretion for products or parts deemed defective and/or damaged only. RAs are issued via Paragon Furniture’s Customer Care department with a Return Authorization Number (RA#).

Return authorizations are valid for 30 calendar days from time of issue. After 30 calendar days, the RA will be canceled. Product received by Paragon Furniture without a valid RA# will not be accepted by Paragon Furniture’s shipping department nor will product that is not returned in it’s original packaging or missing any associated part(s). Defective and/or damaged products must be returned freight via Paragon Furniture house carrier as dictated by RA form to Paragon Furniture at:

Paragon Furniture, Inc.
Attn: RA#
2224 East Randol Mill Road
Arlington, Texas 76011

Partner is responsible for all freight costs. It is in the partner’s best interest to take pictures of freight prior to delivery to ensure additional freight damages do not occur in transit back to Paragon Furniture. Paragon Furniture partners upon delivery to carrier assume title and risk of loss. If loss or damage occurs, it is the responsibility of the partner to file a claim and for the recovery of any sums owed.



PRODUCT RETURNS (CONTINUED)

Paragon Furniture reserves the right to refuse shipments that do not fulfill the product return requirements at the expense of the partner returning the goods. Paragon Furniture also reserves the right to invoice the partner if the product is not returned complete (power cords, manuals, hardware, etc.), any missing parts can be charged back to the partner at the current list price. If defective and/or damaged goods are returned and Paragon Furniture examines the good and no defect or any damage is present, Paragon Furniture will return the good back to the partner at the partner's expense, charge a handling fee and not credit the partner's account with the return.

WARRANTY

Please refer to Paragoninc.com for complete warranty details.

Paragon Furniture reserves the right to update and change the warranty at any time. Purchase of products from Paragon Furniture shall be subject to Paragon Furniture's current warranties which can be found at <http://www.paragoninc.com>.

Defective or Damaged Good Return Policy

Warranty claims should be processed by the end user contacting the Paragon Furniture Customer Care team. Prior to contacting, please have a copy of the invoice ready. Paragon Furniture's Customer Care team can be contacted by one of the following ways:

1. E-mail: servicerequest@paragoninc.com
2. Phone: 800.451.8546
3. Fax: 817.633.2733

The end user should contact Paragon Furniture Customer Care department and provide them with the purchase order number or acknowledgment number and a detailed description of the warranty issue. The Customer Care Representative will determine and pre-approve all resolutions to the claim such as replacements, parts and labor charges. Paragon Furniture will escalate the replacement order to first in line in the production process, provided the materials are available. If materials are not on hand, purchasing will immediately begin the procurement process, and production will start when the materials are received. Please note, any unauthorized charges will not be the responsibility of Paragon Furniture. As a furniture manufacturer, we stand behind our craftsmanship and pledge to do everything we can to resolve any issues you may have, as quickly as possible.

DISCONTINUED PRODUCT

Partners will be notified when Paragon Furniture makes the decision to discontinue product approximately 30 days in advance on a yearly basis. A formal notice will be sent via email to partners on November 1st detailing discontinued product and associated items that will be discontinued effective December 1st. Discontinued product will be taken off of price list at time of formal notice.

FINISHES

Paint Upcharges

INFORMATION COMMONS® Shelving: Standard Paragon® Paint Color (Project Only)	15%
INFORMATION COMMONS® Shelving: NON-Standard Paragon® Paint Color (Project Only)	25%
File-IT: NON-Standard Paragon® Paint Color (Project Only)	25%
Project Order Legs: Standard Paragon® Paint Color	0%
Project Order Legs: NON-Standard Paragon® Paint Color	15%
Project Order AND-CA/KA: Standard Paragon® Paint Color	0%
Project Order AND-CA/KA: NON-Standard Paragon® Paint Color	15%

Melamine Upcharges

Custom Melamine for Full Library \$30,000+	\$3,000 upcharge
Folkstone for Infinity-- This can be purchased in a minimum of 30 sheets instead 150 sheets.	\$600

Grommet Add On

CCO	\$10 upcharge
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Giraffe Leg Upcharge

A&D Giraffe	Add \$85 to list
IT Giraffe	Add \$85 to list
AT Giraffe	Add \$85 to list

Glide Upcharge

Felt Glide	\$5 upcharge per table
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FINISHES (CONTINUED)

Customer Owned Material Fabric Requirements

Fabrics to be supplied by customer must be approved by Paragon® for upholster-ability and flammability prior to acceptance of partner’s purchase order. Partner shall submit to Paragon® a one (1)-foot square sample swatch with purchase order. Following Paragon’s approval of customer’s fabric, partner must contact Paragon for exact production yardage requirements. Thereafter, partner shall ship its fabric to the manufacturing facilities below. When supplying customers owned materials, it is the responsibility of the partner to ship the materials. Failure to ship the materials to the correct manufacturing facility will result in additional charges to the partner for re-delivery of customer’s owned materials to the correct manufacturing facility. Contact Paragon Furniture Customer Care for appropriate address to ship materials to. Shipment to the wrong facility will result in increased lead time. Failure to ship customer owned material ontime will result in increased lead time. Lead time begins when customer owned material is received at Paragon’s manufacturing facility.

Contact Paragon Furniture Customer Care for appropriate address to ship materials to.

- 1. E-mail: customerservice@paragoninc.com
- 2. Phone: 800.451.8546

MARKETING

In order to participate in Paragon Furniture marketing programs, or for Paragon Furniture to participate in any partner marketing programs, partners must have a current contract with Paragon Furniture. Program participation and eligibility is also based off of the Partners compliance with all Paragon Furniture related policies, programs, procedures and is in good financial health and account status with Paragon Furniture. Failure to comply with payment terms or other financial benefits will also result in suspension or termination of program benefits. Program payments will be forfeited entirely if the partner’s account remains past due or the discrepancies are unresolved by the end of the first month following the end of the pay out for the program. Program reimbursements are made as a credit to the partner’s account.

End User Promotions

End user promotions are to be enjoyed solely by the end user. Each program will be announced individually including it’s own terms and conditions. Partners are not responsible for claiming end user promotions. Paragon Furniture will reimburse the end user directly or through the use of partners, per partners permission. If end user promotions require partner participation, partners will be notified well in advance of the program and logistics of the program will be determined at that time.



MARKETING (CONTINUED)

Learning doesn’t just happen in a classroom anymore. Learning can happen anywhere. Students want a hands-on experience. They want to collaborate. This new way of learning is changing how teachers and students work together, as well the role the environment plays in supporting their activities. Explore and learn from Paragon Furniture Sales Representatives on active learning practices and strategies to support the changes in school.

Face-to-Face Trainings

Paragon Furniture offers a variety of face-to-face trainings that can be held at the partner’s location or in the Paragon Furniture showroom. Topics include Paragon products, as well as active learning trends. Contact your Paragon Furniture Sales Representative to discuss the training you are in need of.

Certified Trainings (CEUs)

Paragon Furniture offers Continuing Education Unit courses certified by the AIA organization. The most current course listing can be found within the Learning Center located on Paragon’s website at www.paragoninc.com or contact your Paragon Furniture sales representative for a complete listing.

TERMS & CONDITIONS

LEAD TIME

*Includes business days only (weekends & holidays not included). Lead times are subject to availability.

**Begins the date of receipt of Paragon Furniture, Inc. acknowledgment document.

Acknowledgment ship dates are subject to change due to issues that may arise in scheduling production. Paragon Furniture will communicate these changes to the partner. At times, lead times do fluctuate from what is listed above. When there is a change in lead times, Paragon Furniture will communicate via email to our partners, as well, list the lead time on the order acknowledgement sent to the partner.

Please contact Paragon Furniture Customer Care for the latest lead times.

Lead time on orders do not start until order acknowledgment is sent to the partner from Paragon Furniture Customer Care team.



GOVERNMENT CONTRACTS

Federal Agencies’ needs for procurement of equipment have changed over the last few years. To more efficiently and effectively meet those needs, Paragon Furniture has refined the parameters and strengthened Paragon Furniture’s government procurement vehicles for our partners.

To help partners better serve federal agencies, Paragon Furniture has made available the following:

- 1. Contractor Teaming Arrangement
- 2. Letter of Supply (LOS)
- 3. Letter of Authorization

GOVERNMENT CONTRACTS (CONTINUED)

Contractor Teaming Agreement

A Contractor Teaming Arrangement is for partners who hold their own GSA contract and wish to team with Paragon Furniture’s GSA contract in order to satisfy a federal customer’s purchasing needs. Teaming with other GSA Schedule contractors is a fast way to offer the government an easy means to buy from a partner and avoid the work of maintaining schedule contracts with each potential partner. The elements needed for Contractor Teaming Arrangements to temporarily “glue” multiple GSA Schedule contracts together to respond to a government requirement include:

- Each party is defined as either “Team Leader” (Prime) or “Team Member” (Sub)
- Each party’s GSA FSS contract number is specified
- The government customer (or opportunity) is specified
- The ordering process between the government, the Team Leader and the Team Member is defined
- The billing, collecting and compensation arrangement is specified
- The method whereby the IFF will be tracked to the proper schedule contract and reported accurately
- The Team Member’s current GSA FSS contract price list is attached as part of the agreement
- Each party does need to have a schedule contract to participate



GOVERNMENT CONTRACTS (CONTINUED)

Letter of Supply (LOS)

A LOS is a powerful procurement tool that allows the partner to include Paragon Furniture product on their own GSA contracts. This tool saves the partner time and effort, while making it easier to bid Paragon Furniture products.

If a partner is interested in holding a LOS, the partner is required to:

- Provide and submit a LOS and a company profile (Paragon Furniture needs a copy with the original signature from the partner, so the partner will be required to mail in the completed form to Paragon Furniture).
- Prior to submission the partner must agree to the terms and conditions:
 1. Annual revenue commitment of \$75,000/year in Paragon Furniture
 2. Must submit a quarterly report to Paragon Furniture
 3. Upon review and approval, Paragon Furniture will provide the official Letter of Supply to the partner

Letter of Authorization (LOA)

A LOA is requested by a Paragon Furniture parnter when the partner would like to add Paragon® products to a government contract.

In order to request an LOA, contact your Paragon Furniture sales representative and provide the following:

- Contract details
- Bid documents

Upon approval, Paragon Furniture will provide the LOA to the partner lfor the specific contract and effective date, if applicable. Orders sent to Paragon Furniture using the contract should clearly state contract name and/or number, if pricing is based on a contract reference.

ACCEPTANCE OF TERMS & CONDITIONS

Please complete and return.

Agreed and Accepted By

I have read, understand and accept your terms and conditions of being a partner for Paragon Furniture, Inc.

Company

Title

Name

Date



KEY CONTACTS

Please complete and return.

In order to streamline communications and ensure important notices such as this go to the appropriate contact in your organization, we are asking for you to provide us with the key contacts. Please provide First Name, Last Name and Email address for key contacts.

Key Executive Level Contact

Key Sales Contact

Key Executive Level Contact Email Address

Key Sales Contact Email Address

Key Finance Contact

Key Marketing Contact

Key Finance Contact Email Address

Key Marketing Contact Email Address

Key Operations Contact

Key Operations Email Address





PARAGON™
F U R N I T U R E

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Arlington, Texas 76011

Toll Free Phone: (800) 451-8546

Phone: (817) 633-3242

Toll Free Fax: (888) 824-6494

Fax: (817) 633-2733

paragoninc.com

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L17HANDBOOK