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This handbook is not a contract, but rather an agreement between Paragon Furniture and partner to the terms and conditions hererin. 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 FURNITURE**

Since 1984, Paragon Furniture has been manufacturing modern furniture solutions for flexible & progressive learning environments. We design, engineer, manufacture & assemble the furniture from our own factory in Arlington, TX. Using the highest quality raw material, our manufacturing floor features the industry's best equipment, software, & staff. Each piece and every line is meticulously designed & engineered to work cohesively with the curriculum and in concert with the learning space.

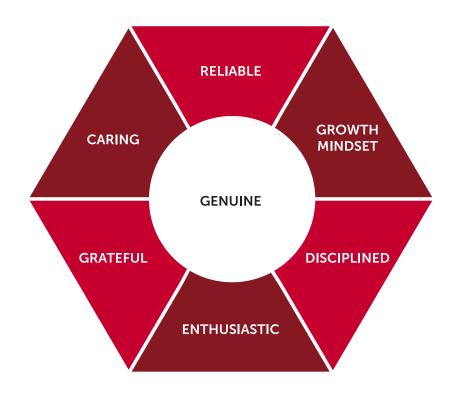
#### **Our Mission**

Paragon Furniture creates inspirational learning experiences, stronger communities, and a better world through educational furnishings. Our relentless pursuit is to offer products that catalyze the human drive to make sense out of the world, to find meaning, to satisfy natural curiosity, to solve problems, and to overcome challenges. Period.

### Ideal Environments for Paragon Furniture

Classroom • Makerspace • Library • Lounge

#### **Core Values**





1984

founded.

Paragon Furniture was

150,000

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

1500+

Different model numbers



# COMMUNICATION

#### O Customer Care

At Paragon Furniture, the Customer Care team's goal is to provide world-class service to our partners and consumers. The team consists of 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 Customer Care teams:

#### **Important Contact Information:**

#### quotes@paragoninc.com

Submit quote and literature requests to this email address.

### orders@paragoninc.com

Submit new orders to this email address.

### customerservice@paragoninc.com

Submit inquiries concerning orders that have not yet shipped to this email address.

#### servicerequest@paragoninc.com

Submit inquiries concerning orders that have already delivered to this email address.

#### ar@paragoninc.com

Submit inquiries concerning accounts receivable to this email address.

The team can be reached by the following methods:

Phone: 800.451.8546 Fax: 817.633.2733

## COMMUNICATION

#### Website

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

#### Showroom

Located at Paragon Furniture's headquarters in Arlington, Texas, our showroom houses a collection of Paragon Furniture's most popular products. Contact your Paragon Furniture Regional Sales Manager to schedule an in person or virtual tour.

### Weekly Email

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

#### O Social Media

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

#### Follow us today on:





@ParagonFurniture

@ParagonPeople





@ParagonFurniture

@ParagonPeople



@ParagonPeople

# **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 agreement with Paragon Furniture. Program participation and eligibility is also based off of the Partner's 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 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 its 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 partner's 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.

# STATEMENTS OF ASSURANCE (GREEN STATEMENT)

### Responsibility

At Paragon Furniture, 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®.

#### O 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. 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 Furniture'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.

#### Accountability

As a United States based manufacturer, we feel it is our responsibility to do our part for environmental stewardship. 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 Furniture Customer Care at 800.451.8546.

#### O California Technical Bulletin 117-2013

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

# **CONDITIONS OF SALE**

#### Acquisitions and Assignments

A Paragon Furniture partner may not assign, transfer or sell any of its rights 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.

#### Authorization to Sell

Per the terms of the signed terms and conditions with Paragon Furniture, the partner is authorized to sell Paragon Furniture products to end users within the designated territory. 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 Partner Handbook, signed by the partner, are 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 Partner Handbook 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 & TERMS

#### O Price Notification

A current published price list supersedes all previous issues. Paragon Furniture reserves the right to change pricing at any time, for any reason. Partners are notified 30 days in advance of pricing changes 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.

#### O 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 must be paid cash in advance, including freight charges, until open line credit is established or approved. Credit memo and/or payment requests made to Paragon Furniture should be sent to ap@paragoninc.com.

Prompt pay discount of 2% (taken off of net invoice amount) does not apply to 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 by the 10th day from the date of invoice. No grace period will be allowed. All orders are not subject to receive a prompt pay discount. Early payments discounts do not apply to cash in advance orders or prepaid deposits.

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.

Past due accounts will be assessed a finance charge of 1.5% 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 Furniture has the right to update and change the terms and conditions at any time. Purchase of products from Paragon Furniture shall be subject to Paragon Furniture's current warranties which can be found at www.paragoninc.com

### O Daily Discount 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 percentage off list price. Daily Discount projects are defined as projects less than \$50k list. Daily discount percentages are at the discretion of Paragon Furniture and Paragon Furniture reserves the right to change percentage at any time for any reason.

#### 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 purchases are at the discretion of Paragon Furniture and must be approved by your Regional Sales Manager. Partner is responsible for all shipping and freight costs of samples. Purchase orders must be issued for sample orders. Email quotes@paragoninc. com to request product samples.

#### O 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 withdrawal the special pricing provided. Based on the new conditions presented by the partner to Paragon Furniture, Paragon Furniture 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 Furniture reserves the right to withdrawal pricing based on the 10,000 desks, and re-issue new pricing based on the new quantity and terms.

#### O Registration Program Pricing

Paragon Furniture's project registration program provides protection for value added services offered by specifying partners. Once approved by Paragon Furniture, 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 \$50,000 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.

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 12 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 Furniture's Customer Care team guotes@paragoninc.com.

To process an order, the partner must send a purchase order to Paragon Furniture indicating the quote number. If no quote number is indicated, Paragon Furniture will bill at standard partner price. All purchase oders must be submitted through email to orders@paragoninc.com.

Paragon Furniture reserves the right to reject any request that does not include the correct criteria.

To register a project, go to:

http://www.paragoninc.com/project-registration

#### 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.

#### O 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 Furniture; 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 Furniture product. Paragon Furniture 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.

# PRICING & QUOTES PROCESS

DAILY DISCOUNT (DDQ)	PROJECT PRICING	REGISTERED PROJECTS	BIDS	CONTRACTS
<ul> <li>Dealer can use their daily discount without requesting a formal quote from Paragon if the list price is less than \$50k list.</li> <li>Transactional quotes based on Paragon's current pricelist.</li> <li>Pricing does not include freight unless a formal quote is requested from Paragon.</li> <li>Does not apply to public bids unless quoted by Paragon.</li> <li>PO should include Paragon Quote Number.</li> </ul>	<ul> <li>Defined by projects of \$50k list or more.</li> <li>A formal quote is required from Paragon.</li> <li>Required details: school name, district name, estimated date PO would be received, estimated date installation would be planned.</li> <li>Additonal discounting may be available.</li> <li>PO should include Paragon Quote Number.</li> </ul>	<ul> <li>Paragon online project registration form must be completed.</li> <li>Paragon must approve the request for registration.</li> <li>Defined by projects of \$50k list or more where dealer leads with Paragon.</li> <li>A project must be registered before it goes to bid.</li> <li>The Paragon regional sales manager must be involved in the planning process and pricing strategy.</li> <li>PO should include Paragon quote number.</li> </ul>	<ul> <li>Paragon will not provide pricing to dealers that were not set up as approved partners prior to the bid.</li> <li>Paragon is not required to accept POs from dealers on public bids if the dealer did not receive a formal quote from Paragon.</li> <li>A formal quote from Paragon is required.</li> <li>PO should include Paragon quote number.</li> </ul>	<ul> <li>A request for contract pricing must be clear with the quote request.</li> <li>Paragon will quote the dealer's pricing. This pricing will be based on Paragon's current price list.</li> <li>The dealer will be required to calculate the end user's pricing based on the pricelist identified by the contract. The quote from Paragon may not reflect that same pricelist.</li> <li>Dealer pays freight.</li> <li>The dealer must identify any contracts used when the PO is issued.</li> <li>PO should include Paragon Quote Number.</li> </ul>

# **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

#### O 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.

### 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.

#### O Letter of Authorization (LOA)

A LOA is requested by a Paragon Furniture parnter when the partner would like to add Paragon Furniture 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 for 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.

### PURCHASE ORDER CHECKLIST

Please review this Purchase Order (PO) submission checklist to ensure vour PO is processed promptly.

- All purchase orders must be issued to Paragon Furniture Inc. with this address: Paragon Furniture Inc, 2224 East Randol Mill Road, Arlington, Texas 76011 ..... • The following items must be included on all POs: • Issue Date: date the PO was issued • Purchase Order Number: a customer-specific identifier, typically a sequential PO number or requisition number -----• Sold To/Bill To Information: complete legal name, address, telephone number and fax number -----• Ship To Information: complete legal name, address, contact name, contact phone number ····· Order Details: 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) • Any additional applicable charges (i.e. Freight charges, etc.) O Delivery Instructions such as lift gate, inside delivery, call before delivery, residential delivery • The PO should clearly identify whether the dealer is making freight arrangements or whether Paragon is making the freight arrangements and billing the dealer as prepay and add. • Quote number and/ or contract name and number if applicable • PO Total: total of all items and services included on the PO
- Please note that all like items with same finishes on the PO must be consolidated to one line. If dealer PO system separates these products out by spaces with no way of consolidating, we can accept an Excel spreadsheet file or Excel spreadsheet along with the PO. We will enter the order based on the consolidated document. Dealers are responsible to ensure that the consolidated document provided is accurate and reflects the PO.
- Paragon Furniture Inc. will process POs as received. Dealers are responsible for ordering the correct compatible products. In addition, we will process the order based on the model numbers seen on the PO. Please double check that the description matches the model number.
- A PO missing these checklist items will be sent back to the dealer for revision before it can be processed. A revised PO including the missing checklist items will need to be submitted to orders@paragoninc.com for processing. Paragon Furniture Inc will not take action or enter incomplete POs. It is the dealer's responsibility to take action and submit a revised PO upon receiving notification from Paragon Furniture Inc that the PO is incomplete. Paragon Furniture Inc PO lead times begin once a complete, clean PO with all required details is received, processed, verified, and acknowledged.

Paragon Furniture Inc provides acknowledgments within 24-48 hours of processing. This acknowledgment is the agreement between Paragon Furniture Inc and the dealer. It is the dealer's responsibility to confirm the accuracy of this order acknowledgment. Discrepancies must be reported within 3 business days of receipt of acknowledgment. If no discrepancy report is made, the order will proceed as if it has been acknowledged and approved.

# **ORDER PROCESS**

#### O Email Orders

Orders may be sent to Paragon Furniture via email to orders@paragoninc.com. Paragon Furniture 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 Furniture immediately if there is any discrepancy. In the event of any difference or inconsistency between Paragon Furniture's acknowledgment and dealers P.O., Paragon Furniture'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 Furniture no more than 5 days from receipt of purchase order. Authorized cancellations/ changes will be subject to a thirty percent (30%) cancellation/change fee.

### **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. For information on how to make ACH or credit card payments, please contact ar@paragoninc.com

Accounts Receivable

Paragon Furniture, Inc.

2224 East Randol Mill Road, Arlington, Texas 76011

Phone: 800.451.8546 Fax: 817.633.2733

### 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 Furniture 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 Furniture 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 Furniture 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.

Partners are responsible for inspecting and reporting their freight damage claims on F.O.B Destination and Pre-Paid & Add orders. Delivered pricing shortages and damages must be noted at time of delivery on the delivery freight bill and submitted to Paragon Furniture within (3) days. Concealed damages must be reported, and inspection requested from the delivering carrier within (3) days. Save all cartons for freight inspection. Photos of all damage and of packaging must be included when submitting your claim.

Freight quotes given by Paragon Furniture should be treated as estimates only and not the actual charges. Additional energy surcharges may apply. Paragon Furniture 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 Furniture Furniture'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 Furniture reserves the right to select the most appropriate method of shipment, carrier and routing on all shipments.

Freight class information provided in the Paragon Furniture 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.

#### 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 of delivery receipt. Product shortages must be reported on the delivery receipt or Paragon Furniture will not be responsible.

#### O 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:

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

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. Any damage(s) to materials as a result of not meeting these climate control conditions are not the responsibility of Paragon Furniture.

### O 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.

## PRODUCT RETURNS

Products produced by Paragon Furniture, Inc. to customer specification will not be accepted for return if ordered incorrectly or if unsatisfied with finished product based on the color specifications provided at the time of purchase. Paragon Furniture 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 Furniture Customer Care at 800.451.8546 or contact servicerequest@paragoninc.com

### Customer Requested 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 its 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.

### 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.

### O Defective or Damaged Good Return Policy

Warranty claims should be processed by the partner dealer who placed original oder by 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

The end user should contact the Dealer they purchased through and provide them with detailed description and photos of the warranty issue. If end user needs assistance in contacting / locating the Dealer, they can contact Paragon Furniture Customer Care for assistance. The Customer Care Representative will determine and pre-approve all resolutions to the claim including but not limited to 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 PRODUCTS**

Partners will be notified when Paragon Furniture makes the decision to discontinue product approximately 30 days in advance. A formal notice will be sent via email to partners detailing discontinued product and associated items.

## **FINISHES**

#### O Customer Owned Material Fabric Requirements

Fabrics to be supplied by customer must be approved by Paragon Furniture for upholster-ability and flammability prior to acceptance of partner's purchase order. Partner shall submit to Paragon Furniture a one (1)-foot square sample swatch with purchase order. Following Paragon Furniture's approval of customer's fabric, partner must contact Paragon Furniture 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 on time will result in increased lead time. Lead time begins when customer owned material is received at Paragon Furniture'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

### **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 acknowledgment 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.

# THANK YOU FOR BEING A VALUED **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 January 1, 2023.

# **ACCEPTANCE OF TERMS &** CONDITIONS

Please complete and return.

### Agreed and Accepted By

partner for Paragon Furniture, Inc.	J
Company	
Title	

Date

I have read, understand and accept your terms and conditions of being a

## **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.

- Email for Order Acknowledgments
- Email for Invoices
- 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

Name





2224 East Randol Mill Road, 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

