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\*\*On GSA contract, refer to page v for Terms & Conditions.

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# Commercial Terms & Conditions

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**Payment Terms:** Deposits are required for all 1st time orders and until credit has been established. Datum's standard terms are net 30, and Datum does offer prompt pay discounts.

**Pricing:** All prices shown are knocked down (unless otherwise specified), F.O.B. Emigsville, PA, and are subject to change without notice. See separate contract for GSA pricing, terms and conditions.

**Minimum Order:** \$100 (net). Any order less than \$100 net will be subject to a \$25.00 net service charge.

**Shipping:** All orders are shipped best way, prepaid and add, unless otherwise noted. Inside Delivery, Liftgate, 2 man delivery, and FedEx Ground are available for an additional charge. Please consult factory for additional pricing information.

**Ordering Instructions:** All orders must be in writing and accompanied by a purchase order number. Quantities, part numbers, paint, and laminate colors must be clearly noted on order. All orders will be confirmed with a written acknowledgment.

**Design Service:** Datum offers a complete layout planning service using our Datum Configura/Giza system as well as prepared detailed quotations.

**Standard Paint Colors:** Products are available in 19 standard paint colors, unless otherwise noted (refer to Datum's color chart, page 228). Other colors may be subjected to an extended lead-time, please consult factory for more information. Datum's state-of-the-art electrostatic powder coat has the capability to paint virtually any color. Please contact the factory for more information. Custom match paint color upcharge:

List Price	Upcharge	List Price	Upcharge
\$1.00 - \$2,500 .....	\$300.00 net	\$5,001 - \$10,000 .....	20% of net
\$2,501 - \$5,000 .....	25% of net	\$10,001 - OVER .....	15% of net

Datum will only accept returns according to the Cancellation & Returns Policy on the following paint finishes: T15, T47, T12, and T86.

**Design Ownership:** All designs, plans, layouts, drawings, and specifications are the property of Datum and may not be used, reproduced or distributed, in whole or part, without prior written consent.

**Freight Charges:** All shipments will be pre-pay and add unless otherwise specified. Freight charges will be added to the invoice or billed separately, depending on arrangements. Selection of the delivering carrier will be made by Datum Filing Systems. All freight charges, except carrier's minimums, non-direct and intrastate, will be discounted. Datum Filing Systems participates in various discount programs with carriers. Any remaining discount amounts not credited to the buyer are used to offset handling, processing, packaging, and related administrative expenses. Buyer has the option of selecting their own carrier, F.O.B. Shipping Point. If this option is selected, shipment must go Freight Collect or third party, and Datum Filing Systems' responsibilities end when the order leaves our dock. A per package handling charge of \$10.00 may be added for UPS and FedEx shipments.

**Weight:** Weights shown are approximate and do not include dunnage.

**Freight Claims:** Datum takes the utmost care when packing our product to prevent shipping damage. It is your responsibility to note on the freight carrier's delivery receipt any damage incurred while in transit. All damage claims must be submitted by you with the carrier.

Concealed damage must be reported to Datum and/or the freight carrier in less than 15 days from the receipt of shipment. If concealed damage is reported in less than 15 days, the carrier and Datum will absorb two third's of the net product cost, the balance of the cost for the replacement product will be billed to the dealer under the original purchase order number. All damage claims must be submitted by you with the carrier.

All concealed damage claims reported after the 15 day time limit become the responsibility of the dealer. All concealed damage claims must be submitted by you with the carrier.

**Note: Datum does offer crating for your Ez2, Stak-N-Lok and MobileTrak shipments, please contact the factory for details. Crating your product will reduce damage. There will be a net charge for crating each item.**

**Cancellations & Returns:** ORDERS FOR "SPECIAL" OR "CUSTOM" ITEMS ARE NOT SUBJECT TO CHANGE OR CANCELLATION. No returned merchandise will be accepted without written consent of Datum Filing Systems. All returned shipments are to be freight prepaid by the shipper and are subject to a handling charge of 25% plus reimbursement of all original transportation charges incurred by Datum Filing Systems. Once a production of "non-stock" items has begun, cancellation of the order is subject to Datum Filing Systems' approval and a 25% surcharge will be assessed on all approved cancellation items.

# Commercial Terms & Conditions, Continued

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**CAUTION: When you give a delivering carrier a clear receipt for a shipment in which there is damaged merchandise or a shortage, the carrier is relieved of further responsibility. DAMAGE AND SHORTAGE CLAIMS MUST BE FILED BY YOU WITH THE DELIVERING CARRIER. Datum Filing Systems will not accept return merchandise damaged in transit. Your claim is with the delivering carrier.**

Return authorization must be requested within 30 days of invoicing and no product may be returned without a prior written return authorization. All returns must be made within 30 days of receiving the written return authorization and are subject to a 25% restocking charge (\$20.00 minimum) plus all incurred freight charges. All returns must be in original packaging and in resellable condition for a credit to be issued. Datum will not issue return authorizations on product that has been assembled by the dealer or the end user.

NO GOODS ACCEPTED FOR RETURN WITHOUT PRIOR APPROVAL. Seller must have the right to inspect any goods claimed to be defective at Buyer's place of business or require Buyer to return the goods to the Seller for inspection on Seller's premises. Transportation charges covering returned goods will be borne by Seller only if such goods are proven to be defective.

**Storage:** Datum does not have the facilities to store completed orders, therefore all orders must ship when completed. If a postponement of product shipment is requested by the Dealer after the ordered goods are released to manufacturing or at a time when Datum is ready to ship the ordered goods, Datum may transfer the ordered goods to storage at the Dealer's risk and expense. This transfer to storage will be considered delivery to the Dealer for all purposes including invoicing and payment.

**Replacements:** Replacement requests for damaged or missing parts must be submitted to Datum within 30 days of receipt of product. Damaged product must be signed for, damaged or refused, and reported within 30 days of receipt of product. Replacement requests made after 30 days of receipt of order will be sent out at dealer cost plus freight.

**Lifetime Warranty:\*** Datum Filing Systems warrants to the original purchaser for the life of the product so long as original purchaser is the owner and possessor of the product that the product will be free of any defect in materials or workmanship. Datum Filing Systems will provide, **for a period of five years from the date of shipment, free of charge, all labor** at the location of the product to repair or replace any part of the product that fails because of such defect. After five years from date of shipment, labor will not be provided. All parts will be provided for the life of the product so long as all requirements are met as set forth in this warranty. This warranty does not include defects to the product resulting from accident, misuse, improper installation or operation, normal wear, neglect, unauthorized repair or alteration. The purchase of this product shall constitute purchaser's agreement that the sole remedy for any breach of warranty shall be such repair or replacement as expressly provided above. Datum Filing Systems in no event shall be liable for any incidental or consequential damages arising out of the use or inability to use the product for any purpose whatsoever.

\*Lifetime Warranty excludes all tambour doors and all electrical components, which carry a 2 year warranty.

**\*PRODUCTS NOT INSTALLED BY A DATUM CERTIFIED INSTALLER WILL RECEIVE A 1 YEAR PARTS WARRANTY. This includes MobileTrak® Systems, TrakSlider™ Systems, and Ez2® Rotary.**



## Filing & Storage

# General Service Administration Terms & Conditions Authorized Federal Supply Schedule

### Datum Filing Systems, Inc. Contract GS-28F-1040C

- Supply Schedule FSC Group 71, Part 1 – Office Furniture
- Contract Period: November 1, 2008 through October 31, 2013
- Datum Filing Systems, Inc. Cage Number – 0A9H7
- Datum Filing Systems, Inc. DUNS # 061974549
- Datum Filing Systems, Inc. Federal ID Number – 11-2156739
- Datum is a Small Business.
- Datum Filing Systems is on GSA Advantage. To purchase Datum products on GSA go to:



- Special Item Numbers:
  - SIN 711-2 Computer Furniture (Technical Furniture)
  - SIN 711-3 Filing & Storage Shelving (Ez2<sup>®</sup> Rotary Action File, 4Post<sup>™</sup> Shelving and Laptop Cart<sup>™</sup>)
  - SIN 711-7 High-Density, Movable Filing Systems (ThinStak<sup>®</sup>, TrakSlider<sup>™</sup> and MobileTrak5<sup>®</sup>)
  - SIN 711-11 Tables & Accessories
- **Contact Datum for discounting.**
- SIN 711-94 Design Services (if used, \$75.00/Hour)
- SIN 711-95 Installation Services
- Lowest Priced Model Number: SIN 711-3, SR12 \$1.90
- Maximum Order: \$500,000.00 Net
- Minimum Order: \$100.00 Net
- Geographic Coverage: Worldwide
- Point of Production: Emigsville, PA 17318
- Quantity Discount: Not Applicable
- Prompt Payment Discount Terms: ½% 20 Days, Net 30 Days
- Datum accepts the GSA credit card. The credit cards are accepted at or below the micro-purchase threshold and above the micro-purchase threshold.
- Foreign Items: None
- Delivery: 30-90 Days ARO, expedited and overnight delivery not on contract.
- Shipping Terms: F.O.B. Origin, Freight Prepay and Add. Contact Datum for freight quotes.
- ORDERING & PAYMENT ADDRESS:
  - Datum Filing Systems, Inc. Phone: 800-828-8018
  - 89 Church Road Fax: 888-345-4641
  - P.O. Box 355 www.datumfiling.com
  - Emigsville, PA 17318-0355 sales@datumfiling.com

**Datum Filing & Storage products on GSA contract are denoted with a single asterisk in the Table of Contents. Additionally, all Datum products in this Price Book are on GSA unless noted with a "NOT ON GSA" banner across the page or an asterisk after the item number and corresponding asterisk with "Item is not available in GSA contract". Pages containing product on GSA will have a GSA logo on the bottom outside corner of the page.**





## Filing & Storage, Continued

# General Service Administration Terms & Conditions Authorized Federal Supply Schedule

- Warranty Information: **LIFETIME PRODUCT - 5 YEAR LABOR** Datum Filing Systems warrants to the original purchaser for the life of the product (provided the product is installed by a Datum Certified Installer) so long as original purchaser is the owner and possessor of the product that the product will be free of any defect in materials or workmanship. Datum Filing Systems will provide, **for a period of five years from the date of shipment, free of charge, all labor** at the location of the product to repair or replace any part of the product that fails because of such defect. After five years from date of shipment, labor will not be provided. All parts will be provided for the life of the product so long as all requirements are met as set forth in this warranty. This warranty does not include defects to the product resulting from accident, misuse, improper installation or operation, normal wear, neglect, unauthorized repair or alteration. The purchase of this product shall constitute purchaser's agreement that the sole remedy for any breach of warranty shall be such repair or replacement as expressly provided above. Datum Filing Systems in no event shall be liable for any incidental or consequential damages arising out of the use or inability to use the product for any purpose whatsoever.
- Export Packaging: Not included in contract
- Datum accepts the GSA credit card. The credit cards are accepted at or below the micro-purchase threshold and above the micro-purchase threshold.
- Rental, Maintenance and Repair: Not Applicable
- Terms of Installation Service: For orders with a net value of \$500.00 or less, the install price is \$75.00 Installation charges for orders with a Net value over \$500.00 will need to be negotiated between the customer and Datum dealer.
- Terms and Conditions of Repair Parts: Not Applicable
- List of Service and Distribution Points: Not Applicable
- List of Participating Dealers: Not Applicable
- List of Preventative Maintenance: Not Applicable
- Cancellation Policy: Cancellation must be submitted in writing and approved by Datum Filing Systems, Inc. No charge prior to production. After production has begun only actual cost incurred will be billed to the Government that cannot be recovered through resale in six months.
- Return/Restocking Policy: Datum Filing Systems, Inc. will accept the return of Non-custom merchandise after shipment with prior authorization from Datum. Request must be submitted within 30 days of receiving product. Product must be returned to Datum in resellable condition within 30 days after getting authorization. Returns will be subject to a 20% restocking charge, plus freight.
- Contractor is registered in the Central Contractor Registration (CCR) database.

**Datum Filing & Storage products on GSA contract are denoted with a single asterisk in the Table of Contents. Additionally, all Datum products in this Price Book are on GSA unless noted with a "NOT ON GSA" banner across the page or an asterisk after the item number and corresponding asterisk with "Item is not available in GSA contract". Pages containing product on GSA will have a GSA logo on the bottom outside corner of the page.**





# Mailroom Furniture

## General Service Administration Terms & Conditions Authorized Federal Supply Schedule

**Datum Filing Systems, Inc.**  
**Contract GS-27F-5017C**

Supplement # 22

- Supply Schedule FSC Group 71, Part III – Special Use Furniture
- Contract Period: December 1, 2008 through November 30, 2013
- Datum Filing Systems, Inc. Cage Number – 0A9H7
- Datum Filing Systems, Inc. DUNS # 061974549
- Datum Filing Systems, Inc. Federal ID Number – 11-2156739
- Datum is a Small Business.
- Datum Filing Systems is on GSA Advantage. To purchase Datum products on GSA go to:



- Special Item Number(s) 71-306
- Lowest Price Model Number PTH3 Shown on page 154 at \$1.00 List
- Maximum order guideline: \$50,000.00
- Minimum order limitation: \$100.00
- Delivery Area: Worldwide
- Points of production: Emigsville, PA
- Discount from List Price: 50% up to \$29,999.99  
52.5% for \$30,000+
- Quantity discount: None
- Prompt Payment Terms: 2% 10 days, Net 30.
- Government purchase cards are accepted up to the micro-purchase threshold.
- Government commercial purchase cards accepted above the micro-purchase threshold.
- All products are made in the USA.
- Time of delivery: 30-60 days ARO
- Items listed as sort modules are available for expedited delivery.
- Overnight/2 day delivery is not available.
- URGENT REQUIREMENTS: May be communicated by phone or fax. We will respond within 3 days. If the delivery time offered is accepted by the ordering agency, any orders placed pursuant to the agreed upon time frame will be delivered within that time and in accordance with all other terms and conditions of the contract.
- F.O.B. Point: Origin/Prepay
- Ordering & payment address:  
89 Church Road  
P.O. Box 355  
Emigsville, PA 17318-0355
- Warranty provisions: See Below
- Export packaging charges: n/a
- Government commercial credit card terms: Net
- Rental, maintenance and repair not applicable.
- Installation not included.
- Repair parts and prices not applicable.
- Service and distribution points not applicable.
- Participating dealers not applicable.
- Preventative maintenance not applicable.
- Environmental attributes.
- Contractor is registered in the Central Contractor Registration (CCR) database.

**WARRANTY INFORMATION** - Refer to bottom of page ii.

**Datum Mailroom products on GSA contract are denoted with a double asterisk in the Table of Contents. Additionally, all Datum products in this Price Book are on GSA unless noted with a "NOT ON GSA" banner across the page or an asterisk after the item number and corresponding asterisk with "Item is not available in GSA contract". Pages containing product on GSA will have a GSA logo on the bottom outside corner of the page.**

