

## **Badger State Industries Terms and Conditions**

### **Legislation**

Section 16.75(3t) of Wisconsin State Statutes permits State Agencies to purchase goods and services manufactured or provided by Badger State Industries (BSI) without competitive bidding.

### **Sales Policy**

Badger State Industries is limited by Wisconsin law to sell only to state and federal agencies, county and municipal facilities, non-profit organizations and selected private sector businesses. Restrictions on the sale of individual product lines may apply. Possession of this literature package does not constitute authority to purchase products or services from BSI.

### **Prices**

Some Badger State Industries products have dock delivery built into the price. For Furniture items however, 5% is added for dock delivery. Prices are subject to change. Changes in material and operational costs may necessitate price adjustments. Notification will be made of discontinued items or style revisions prior to orders being processed.

### **Acknowledgements**

Every order is acknowledged and a copy sent to the "ship to" address unless other arrangements have been made. Orders will be manufactured and invoiced based on the information on the acknowledgement. Notification of any discrepancies must be reported to BSI within 5 business days.

### **Ordering**

Purchase Orders must be signed by a person delegated that authority and acting as an authorized representative for the organization. Purchase Orders must be mailed, faxed or sent electronically to:

Badger State Industries  
3099 East Washington Ave.  
P.O. Box 8990  
Madison, WI 53708-8990  
FAX: 608-240-3321  
DOCBSIcustomerservice@wisconsin.gov

To avoid misunderstanding, please include all of the following information: Purchase order number, billing and shipping addresses, delivery requirements including contact person and phone number, and product numbers with descriptions including color or finish selections when appropriate.

Do not send check or remittance with the order.

BSI does accept FAX orders as a service to our customers. If a confirming order is sent to BSI, the order must be marked "**Confirming Order.**" BSI will not be held responsible for duplication of orders caused by unmarked hard copy, confirming orders or orders sent via FAX more than once.

Orders for most products can be placed via the BSI Web site: [www.buybsi.com](http://www.buybsi.com). On-line buyers must be registered prior to ordering. This online process includes registration of customer credit cards. Registration forms are available on-line.

Minimum order amounts may apply.

### **Revised Orders**

Order revisions will be accepted if the manufacturer has not begun production of the items to be revised. Order revisions after production starts are subject to an additional charge and may result in a delayed shipping date.

### **Changes and Cancellations**

Orders entered and acknowledged cannot be changed or canceled without BSI's consent. All canceled orders are subject to a 30% rehandling/restocking charge. Orders for non-standard items are not cancelable or returnable. Changes in orders may result in additional lead times.

### **Spaceplanning (Design and Reconfigure Services**

(For Modular and Freestanding Furniture)

There are specific steps that are necessary to ensure that your design expectations are satisfied.

#### **These services include:**

1. Initial contact of customer by phone
2. Initial sales call with customer
3. A site measurement
4. Programming
5. Space planning (**Initial drawing plus two revisions to the customer**)
6. Final drawing and bill of materials
7. Final review of order by BSI staff before placing into production

If additional revisions are requested, Badger State Industries will charge a Design/CADD time fee of \$60.00 per hour. Please contact your salesperson or Systems designer for details.

All requests for reconfigure services of existing freestanding or systems furniture will have a \$60.00 per hour Design/CADD time fee. Please contact your Furniture salesperson or Systems designer for details.

All orders will be reviewed by our Badger State Industries Sales and Design Staff to ensure completeness and correctness prior to the order being placed into production.

### **New Customer Accounts**

New accounts can only be established by submission and approval of appropriate credit information and references. Allow adequate time for credit approval and production when submitting first open account orders.

### **Freight Terms**

Shipping and handling charges for furniture orders will be charged 5% of net prices. If installation of a product is required an additional 8% of net price will be added to cover installation costs. Items such as printing, signage and textiles may be subject to freight charges that are pre-paid and added to customer invoice.

Delivery definitions are:

Dock Delivery - Delivery will be made by common carrier or vendor truck, with unloading to be performed by the carrier/vendor. Carton(s) will be deposited on inside dock of the agency facility or transported to the interior/ground floor. Installation is the responsibility of the customer.

Delivered and Installed - The designated vendor will deliver and install, set furniture in place, ready for use. Packing and debris will be removed by the vendor and completely removed from the premises.

BSI reserves the right to use its own or commercial carriers for the "best way" to ship at its sole discretion.

### **Storage**

Scheduled deliveries held by Badger State Industries beyond 30 days as requested by the customer, will result in a storage charge.

### **Redelivery of Freight**

When redelivery of product is required, actual costs will be billed to the customer.

### **Installation Services**

Installation services can be provided anywhere in the state at the cost of 8% and may be subject to change per Department of Administration (DOA) contract changes.

The following information must be provided with the purchase order when requesting installation of furniture orders:

- Two contact persons and phone numbers
- Specific floor and room numbers
- Availability of freight elevator
- Size of elevator
- Are stairs the only access to floor location
- Width of stairs
- Width of narrow hallways or doors
- Is area under construction

Providing this information prior to delivery is key to a well planned, successful installation. Occasional delivery delays may be experienced due to scheduling considerations on installed deliveries. It is the responsibility of the customer to have the job site prepared to accept BSI product. **It is not the responsibility of BSI staff or designee to remove existing furniture.**

### **Shipment Damage Claims**

All products are packaged to comply with carrier requirements and leave BSI factories free of damage. All shipments should, however, be inspected immediately upon receipt. Should damage occur to shipments, the delivering carrier should be requested to record any damage. Damage claims should be made directly to your BSI Sales Representative in Madison (phone: 608-240-5200 or 800-862-1086). A Return Goods Authorization (RGA) is required to return damaged goods. If a Return Goods Authorization can be negotiated by phone at the time of delivery, the goods need not be received. When further damage is found after delivery, call your BSI Sales Representative for immediate inspection by the delivering carrier. Notification of concealed damages must be made within 15 days after delivery of merchandise. Carrier liability ceases after 15 days.

### **Unopened Shipment Damage Claims**

Neither BSI nor the carrier will be responsible for concealed damage claims if shipments are left unopened. Notification of concealed damage must be made to BSI Customer Service within 15 days after delivery of merchandise. It is the customer's responsibility to inspect delivered products.

### **Shortage Claims**

Shortage claims must be reported to BSI Customer Service within 15 days after the delivery date. Late reports will not be honored.

### **Warehouse Order Pick-Up**

Orders may be picked up at the BSI warehouse with prior arrangement. No credit will be due the customer.

### **Invoicing**

When shipment is made, an invoice is mailed in triplicate to the "Bill to" address as shown on the Order Acknowledgement. Make remittance payable to Badger State Industries and send to:

Badger State Industries  
3099 East Washington Ave.  
P.O. Box 8990  
Madison, WI 53708-8990

Return one copy of the invoice to assure proper credit to your account.  
Timely payment applies to state agency purchases from BSI according to Wisconsin Statutes 16.528(2) Interest Payable.

BSI can accept credit card payments from buyers who have registered on the BSI website. For orders paid for by credit card a PAID Invoice will be sent to the "Bill to" address as shown on the Order Acknowledgement.

### **Returns**

BSI will not permit return of materials without written consent. Contact your Sales Representative for a Returned Goods Authorization (RGA) number. Customers may complete an on-line [RGA form](#). Returned shipments, when accepted, are subject to a rehandling/restocking charge up to 30% of the value of the order, the exact amount of which will be determined after merchandise is received and inspected. All freight or express charges must be prepaid for return shipments; otherwise they will not be accepted.

Orders returned without an RGA will not be accepted.

**Customer damaged materials and items specially built to order cannot be returned under any conditions.**

### **Governmental Agencies (Federal, State, County and Municipalities)**

Outside of Wisconsin all orders are shipped Freight on Board (FOB) factory by commercial carrier with prepaid freight charges added to customer invoice.

### **Inquiries**

All inquiries and correspondence should be directed to:

Badger State Industries  
3099 East Washington Ave.  
P.O. Box 8990  
Madison, WI 53708-8990  
Local phone: 608 240-5200  
FAX: 608 240-3320  
Toll Free: 800-862-1086  
[DOCBSIcustomerservice@wisconsin.gov](mailto:DOCBSIcustomerservice@wisconsin.gov)

### **Service Policy**

All BSI products are supported by the BSI Sales and Service Staff. Service, repairs and replacement parts not covered under warranty will have charges assessed. Contact sales to schedule a service appointment. Actual charges will be determined by BSI staff and authorization by the customer will be required prior to repair.

### **Warranties**

The BSI warranty applies to listed products. Warranty periods begin from the date of manufacture and vary by product line. Visit [www.buybsi.com/information.html#warranties](http://www.buybsi.com/information.html#warranties) for a list of warranties.

This warranty applies to the original purchaser of the product. The Warranty covers defects in materials and craftsmanship found during normal usage of the products. If a product is defective, and if written notice of the defect is given to BSI within the applicable warranty period, BSI at its discretion will either replace or repair the defective product with a comparable component or product, or provide a refund of the purchase price.

Last Updated 7/1/2008