

# Seniorator

**ORB**



Price List  
2018

A detailed white line drawing of a complex mechanical assembly, possibly a chair frame or a large desk, is overlaid on a dark teal background with a fine white grid. The drawing features numerous circular elements, likely representing wheels, casters, or joints, and a network of intersecting lines that define the structure of the object. The perspective is from above, looking down at the assembly.

# INNOVATION ENGINEERED

With every Senator design comes a great deal of thought. The design process begins way before pencil reaches paper, beginning with looking at you. We look at how you sit, reach, move and work to create a design which not only looks beautiful, but is a pleasure to use too.

Behind every Senator product is a fusion of intelligent thinking and innovative engineering to create products which support people whether they're focusing, collaborating, presenting or organizing.

Overview

A PRICE LIST DESIGNED  
TO ASSIST YOU

PRODUCT INTRODUCTION

At the beginning of each product range you will find a Statement of Line designed to guide you through the range vocabulary and introduce you to the models available including codes and size options.

The product detail section offers guidance on more complicated areas including electrical options.

SPECIFY

Pricing information pages are to help you specify and price your chosen product.

- 1. Think through the configuration of desk you require.
- 2. Select the codes of the individual items you need to achieve your configuration.
- 3. Choose finishes where appropriate: top finishes / frame color / fabric color.

When ordering please ensure that you send us all this information so we can correctly fulfill your requirements.

INSPIRATION

If you're still looking for some inspiration at the end of this price list you will find our 'typicals' section. These are configurations and set ups usually found in office areas.

What's inside?

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Dimensions  
EPA



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A full overview of Orb



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# ORB

Why are desks rectangular, when much of human culture in terms of shape and form is round? Orb is a revolutionary desking solution that allows the liberalization of space through 360 degree circular worktops.

We're not talking simply about cutting corners, far from it, Orb's design permits a natural fluidity to the workspace allowing gentle crescents to be created through the simple interlocking of workstations.

## Orb

### Standard Features

- 4 star cast Aluminum base
- Aluminum extruded column
- Aluminum leveling feet
- 4 star cast Aluminum top mounting
- Cable port with removable covers
- Integral vertical cable management

### Optional Features

- 29" or 41" high
- 54" dia full circular or 54" dia bite top
- 60" dia full circular or 60" dia bite top
- High or low height post for above desk accessories
- 1" TFL (Edge 69) top with matching edge band
- 1" TFL (Edge 45) top with cutback edge profile
- Full screen
- Bite screen
- Above desk mounted power (2 power, 2 charging USB)
- Under desk power
- Optional ply effect contrast edging on TFL (Edge 69) tops
- TFL (Edge 45) profile can be stained

### Accessories

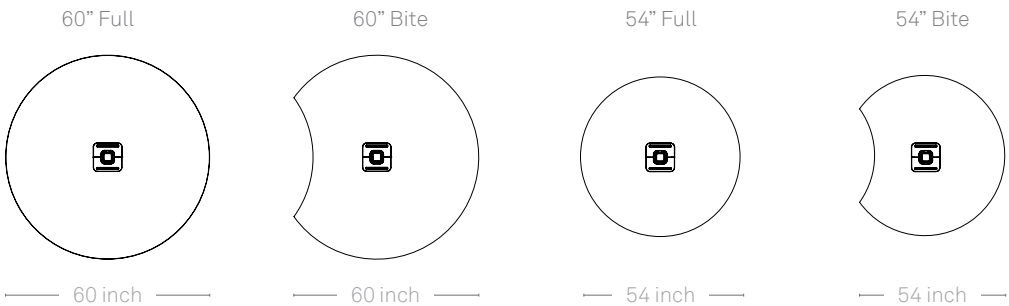
- CPU holders
- Single or double monitor arms
- Double arm pendant light

### Performance Standards

Designed to conform to and where applicable is tested to the following standards:

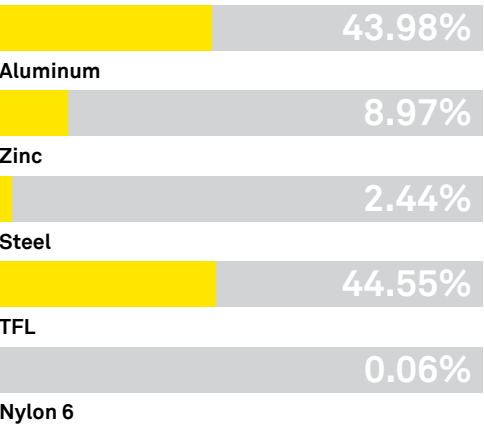
- BIFMA X5.5 x2014

### Dimensions

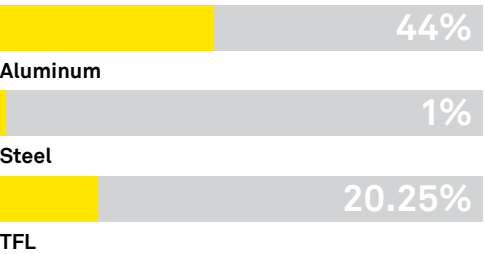


### Material Content

Components are constructed of the following



Contains up to 65.25% of Recycled Material



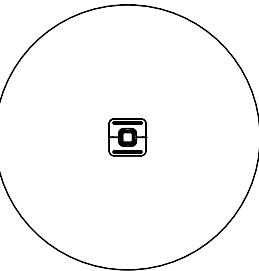
The range is 99% recyclable

99%

Orb – Statement of line

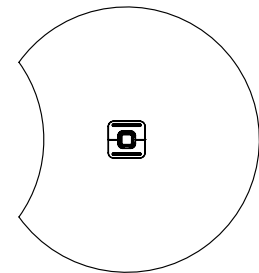
- Available
- Not available

Full desk



	Low Post		High Post	
Diameter (inch)	54" D	60" D	54" D	60" D
29" H	●	●	●	●
41" H	●	●	●	●

Bite desk



	Low Post		High Post	
Diameter (inch)	54" D	60" D	54" D	60" D
29" H	●	●	●	●
41" H	●	●	●	●

Screens



	Full Screen		Bite Screen	
Width (inch)	27" used on 54" desk	30" used on 60" desk	17" used on 54" desk	20" used on 60" desk
16" H	●	●	●	●

Cable tray



Full to Full	Full to Bite	Full to Full	Full to Bite
54" L	54" L	60" L	60" L
●	●	●	●

Below Desk Power



Hardwire Infeed

Above Desk Power



8 Wire 4 Circuit  
Power Block Kit



Post Mounted Power  
(2 power, 2 charging USB)

Accessories



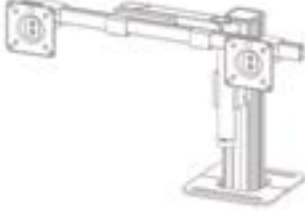
CPU Holder



Dual Light



Single Monitor Arm

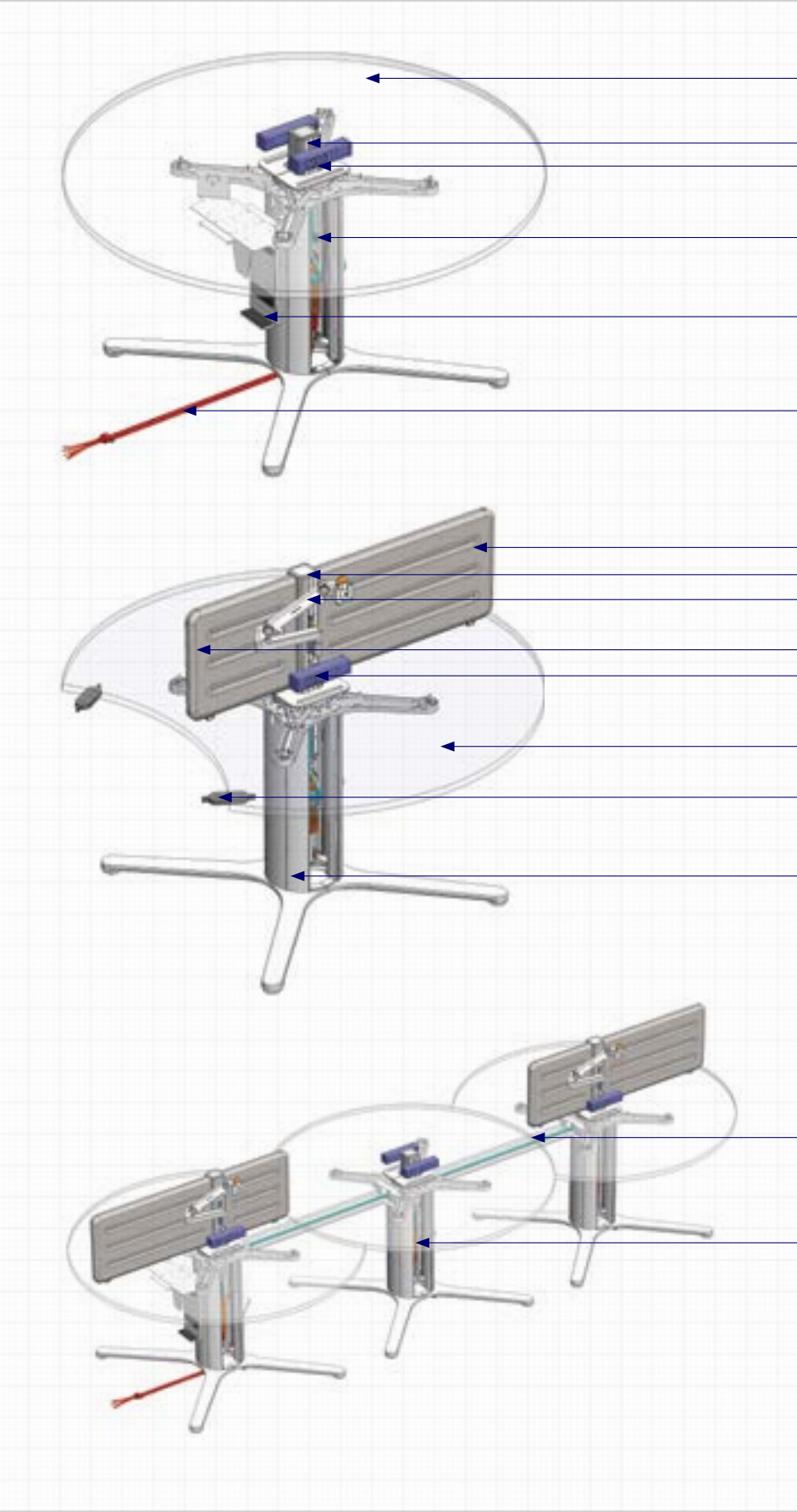


Dual Monitor Arm



Orb – Product detail

Orb desks are available in full and bite desk configurations both with low or high post options.



Work surface (54" or 60" full tops)

Low post

Post mounted power - 2 power, 2 charging USB (optional)

Work surface cable access

Below desk power available in 8 wire, 4 circuit power blocks mounted to central power post extrusion (optional)

Frame mounted CPU holder (optional)

Starter infeed cable (optional)

Full screen (optional)

High post

Post mounted single monitor arm (optional)

Bite screen (optional)

Post mounted power - 2 power, 2 charging USB (optional)

Work surface (54" or 60" bite tops)

Bite desk linking (provided as standard)

Frame consisting of a 4 section column with removable covers to conceal below desk cable management

Each section consists of cast foot, with leveling glide extruded post and cast work surface support arm

Frame mounted full to bite horizontal cable tray to allow cables to be carried from one desk to the other (optional)

Below desk power available in 8 wire, 4 circuit power blocks mounted to central power post extrusion (optional)

Work Surfaces

Orb work surfaces are available in full and bite sizes.

Work surfaces are available in 1" TFL (Edge 69) with a matching edge band, or TFL (Edge 45) with a cut back and clear finished edge.

Bite work surfaces give a repeat of 42" and 48" respectively.

Bite tops come with linking brackets to aid top alignment. Bite tops may be rotated in 5 degree increments up to 15 degrees each way.



Framework and Post Accessories



Orb frames are available in desk and standing heights. (29" and 41" high surfaces respectively)

Orb is supplied with two heights of integrated above desk accessory posts. The high post desk version is specified when screens or monitor arms are required. The low post desk version is specified when the requirement is to have above desk power only or no desk accessories at all.

Optional screens are available on high post desks only, providing additional privacy to the user. These are attached to the integrated above desk high accessory post available in 4 sizes as follows.

30" wide used on 60" full desk and full side of 60" bite desk.

20" wide used on bite side of 60" bite desk.

27" wide used on 54" full desk and full side of 54" bite desk.

17" wide used on bite side of 54" bite desk.

Optional single or double monitor arms are available. These are attached to the integrated above desk high accessory post. Cables can be fed into and down the integrated above desk accessory post.

Cable Management



Optional frame mounted cable trays are available to allow linking of cables from one orb desk to another. These are attached to mounting points on the work surface support arms and can be attached with and without the work surface in place. They are available four sizes.

60" full desk to full desk

60" full desk to bite desk

54" full desk to full desk

54" full desk to bite desk

Orb has an integral centrally mounted power block mounting post, which allows a power block with 8 outlets to be securely mounted within the central column. This gives the user maximum flexibility for power and cable routing.

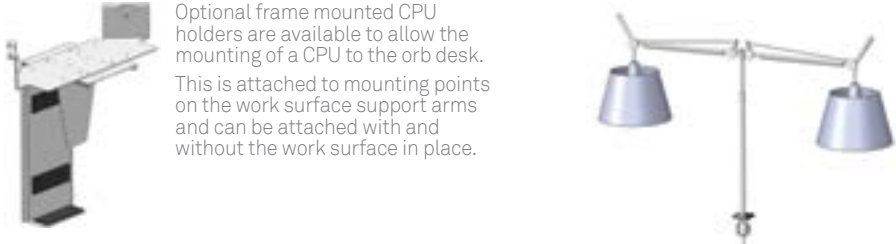
4 removable covers give excellent access while concealing the below desk power and integral cable management.

Optional power blocks, interconnecting jumpers, and infeeds are available for each size of desk.

Optional above desk power is available (2 power, 2 charging USB with a 16" cord 3 prong plug), fed from the optional below desk power module. These are attached to the integrated above desk accessory post. Suitable for low and high post options. Cables can be fed into and down the integrated central vertical column via the removal of the desktop portholes covers.

See diagram on page 10

Accessories



Optional frame mounted CPU holders are available to allow the mounting of a CPU to the orb desk. This is attached to mounting points on the work surface support arms and can be attached with and without the work surface in place.

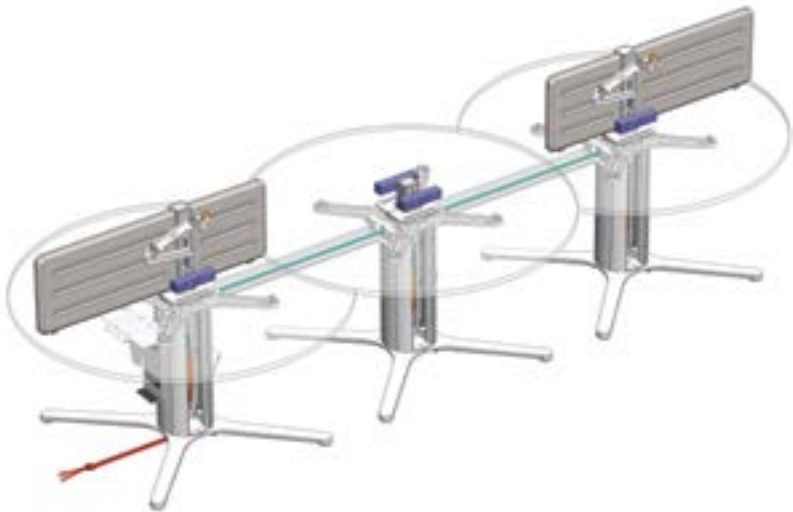
Optional double arm pendant light is available. This attaches to the top of the above desk accessory post. Only suitable for use with high post. The cable is to be fed into and down the integrated central vertical column, and plugged into the below desk power block. These are individually switched on and provide both direct and indirect lighting to the user.



Orb – Wiring diagram

Desk Power Layout – Cable Trays

Bench Size (inch)	Cable Tray
60" Full desk to full desk	ORCT60FF
60" Full desk to bite desk	ORCT60FB
54" Full desk to full desk	ORCT54FF
54" Full desk to bite desk	ORCT54FB

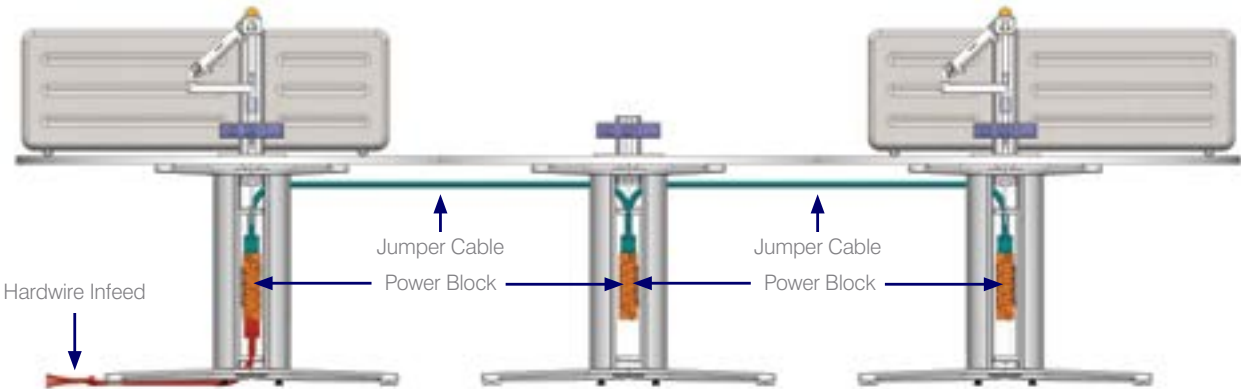


Power distribution for the Orb desk range is optional and consists of a single hardwire infeed servicing the below desk double power block which is located in the body of the Orb desk column.

Optional desk top power and monitor arms are located on the Orb post and fed from the column power blocks below the desk. Each power block is attached for security.

Optional Desk Power

Optional power can be connected via a hardwire infeed from any desk while jumper cables distribute power across other connected desks. Power blocks and jumpers are ordered seperately as kits, see page 17 for details.





## Orb 29” Desk Height

LOW POST FULL DESK



LOW POST BITE DESK



HIGH POST FULL DESK



HIGH POST BITE DESK



Diameter (inches)		
54”	60”	
<b>ORLP54RD</b> 3,279 3,607	<b>ORLP60RD</b> 3,319 3,742	Code TFL (Edge 69) TFL (Edge 45)
<b>ORLP54RDA</b> 3,313 3,620	<b>ORLP60RDA</b> 3,363 3,754	Code TFL (Edge 69) TFL (Edge 45)
<b>ORHP54RD</b> 3,361 3,693	<b>ORHP60RD</b> 3,444 3,827	Code TFL (Edge 69) TFL (Edge 45)
<b>ORHP54RDA</b> 3,395 3,702	<b>ORHP60RDA</b> 3,444 3,836	Code TFL (Edge 69) TFL (Edge 45)

If ordering TFL (Edge 45), the edge profile can be stained White or Black for an extra +\$25.  
If optional electrics are ordered, they will be attached to the low or high post at the center of the desk.

All prices listed in USD \$

FULL SCREEN



BITE SCREEN



Width (inches)				
17”	20”	27”	30”	
-	-	<b>ORSF1627</b> 515 528 560	<b>ORSF1630</b> 554 573 621	Code Grade A Grade B Grade C
<b>ORSF1617</b> 394 407 439	<b>ORSF1620</b> 433 452 500	-	-	Code Grade A Grade B Grade C

Grade A Fabrics –Era or equivalent  
Grade B Fabrics – L2 or equivalent  
Grade C Fabrics – Nexus or equivalent

All prices listed in USD \$

## finishes & features available...

For swatches see pages 18-21

<b>TFL (Edge 69 &amp; 45) (1”)</b>	HD Highland Oak   BH Beech   MP Maple   WH White   AT Autumn   WK Winter Oak   SO Strata Oak   MC Mocha   CW Carini Walnut   HW Hacienda White   DN Denim   LY Clay (Edge 69 Only)   LS Lemon Sorbet   LG Light Grey
<b>Screen Fabrics</b>	See page 21 for details
<b>Standard Top Features</b>	Cable port access
<b>Frame</b>	White   Black

Please choose the finishes you require.

## Orb 41” Standing Height

LOW POST FULL DESK



LOW POST BITE DESK



HIGH POST FULL DESK



HIGH POST BITE DESK



Diameter (inches)		
54”	60”	
<b>ORLPT54RD</b> 3,490 3,817	<b>ORLPT60RD</b> 3,529 3,952	Code TFL (Edge 69) TFL (Edge 45)
<b>ORLPT54RDA</b> 3,523 3,830	<b>ORLPT60RDA</b> 3,573 3,964	Code TFL (Edge 69) TFL (Edge 45)
<b>ORHPT54RD</b> 3,571 3,899	<b>ORHPT60RD</b> 3,611 4,033	Code TFL (Edge 69) TFL (Edge 45)
<b>ORHPT54RDA</b> 3,605 3,912	<b>ORHPT60RDA</b> 3,654 4,046	Code TFL (Edge 69) TFL (Edge 45)

If ordering TFL (Edge 45), the edge profile can be stained White or Black for an extra +\$25.  
If optional electrics are ordered, they will be attach to the low or high post at the center of the desk.

All prices listed in USD \$

FULL SCREEN



BITE SCREEN



Width (inches)				
17”	20”	27”	30”	
-	-	<b>ORSF1627</b> 396 415 463	<b>ORSF1630</b> 554 573 621	Code Grade A Grade B Grade C
<b>ORSF1617</b> 394 407 439	<b>ORSF1620</b> 515 528 560	-	-	Code Grade A Grade B Grade C

Grade A Fabrics – Era  
Grade B Fabrics – L2 or equivalent  
Grade C Fabrics – Nexus or equivalent

All prices listed in USD \$

## to specify your desk...

1. Think through the configuration of **Desk** you require
2. Select the **Codes** of the individual items you need to achieve your configuration
3. Choose **Finishes** where appropriate: ‘top’ finishes / frame color / fabric color
4. Consider supporting product, pedestals, storage or general accessories

When ordering please ensure that you send us all this information so we can correctly fulfil your requirements.



## Orb Accessories

POWER



DUAL LIGHT  
Chrome finish with white shades



SENATOR  
SINGLE MONITOR ARM



SENATOR  
DOUBLE MONITOR ARM



MONITOR ARM



DOUBLE  
MONITOR ARM



CPU HOLDER



	<b>ORUSADP 310</b> <small>*See Note 1</small>	Code Price
	<b>ORDL 1931</b>	Code Price
	<b>ORSMMA 471</b> <small>*See Notes 1 &amp; 2</small>	Code Price
	<b>ORSDMMA 751</b> <small>*See Notes 1 &amp; 2</small>	Code Price
	<b>ORM2TRFT 753</b> <small>*See Notes 1 &amp; 2</small>	Code Price
	<b>ORM2DTRFT 1,281</b> <small>*See Notes 1 &amp; 2</small>	Code Price
	<b>ORCPUH 240</b> <small>*See Note 1</small>	Code Price

Note 1: Available in Black or White. Please specify when ordering.

Note 2: All monitor arms are compatible with most flat screen monitors. Please ensure monitors have VESA mounting. Consult with the Sales Office for more details.

All prices listed in USD \$

## Orb Power

84 SYSTEM  
HARDWIRE INFEEDS.  
8 WIRE 4 CIRCUIT



DOUBLE BLOCK  
ELECTRICAL KIT  
8 WIRE 4 CIRCUIT  
1 x power block  
8 x receptacles  
1 x jumper cable



END OF RUN  
DOUBLE BLOCK  
8 WIRE 4 CIRCUIT  
1 x power block  
8 x receptacles



CABLE TRAY



LENGTH (inches)				Code Price
24"	72"	108"	144"	
<b>24HWINF84 104</b>	<b>72HWINF84 172</b>	<b>108HWINF84 221</b>	<b>144HWINF84 272</b>	

54" full desk to full desk	54" full desk to bite desk	60" full desk to full desk	60" full desk to bite desk	Code Price
<b>OREK54FFDSB 395</b>	<b>OREK54FBDSB 379</b>	<b>OREK60FFDSB 403</b>	<b>OREK60FBDSB 386</b>	
<b>EKEORDSB 208</b> <small>* See Note 1</small>				Code Price

54" full desk to full desk	54" full desk to bite desk	60" full desk to full desk	60" full desk to bite desk	Code Price
<b>ORCT54FF 210</b> <small>* See Note 2</small>	<b>ORCT54FB 203</b> <small>* See Note 2</small>	<b>ORCT60FF 218</b> <small>* See Note 2</small>	<b>ORCT60FB 211</b> <small>* See Note 2</small>	

Note 1: This power unit is to be used on the last desk in the run.

Note 2: Available in Black or White. Please specify when ordering.

All prices listed in USD \$

## to specify your desk...

1. Think through the configuration of **Desk** you require
2. Select the **Codes** of the individual items you need to achieve your configuration
3. Choose **Finishes** where appropriate: 'top' finishes / frame color / fabric color
4. Consider supporting product, pedestals, storage or general accessories

When ordering please ensure that you send us all this information so we can correctly fulfil your requirements.

# FINISHES

The natural world and industrial spaces have influenced our wood and metal finishes.

Wood grain finishes are European in tone, from crisp Hacienda White, to warm Beech, to cool Winter Oak.

For a contemporary look choose from muted shades of Blue, Yellow or a neutral palette of Black, Gray and White.

Matte wood finishes absorb the light and polished metal frames add reflection, combining light with dark for the ultimate finish.

## Finishes

### Standard Top Finishes – TFL (Edge 69 & 45)



Carini Walnut



Mocha



Autumn



Strata Oak



Maple



Highland Oak



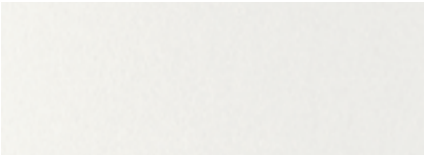
Beech



Winter Oak



Hacienda White



White



Light Grey



Denim



Clay (TFL Edge 69 only)



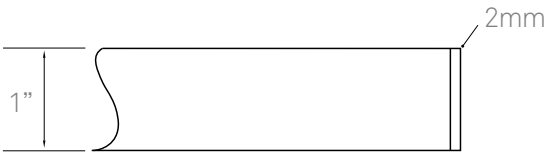
Lemon Sorbet

Finishes

**Contrasting Edge Band** – For use on TFL (Edge 69) tops only

All TFL (Edge 69) tops come with a matching edge band as standard. Contrasting edge band can be specified.

*Please contact customer service if you require a contrasting edge band.*



Ply Effect Edging



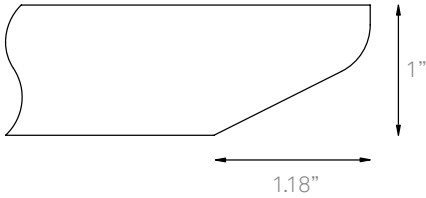
Silver Ply Effect Edging

**Edge Stains** – For use on TFL(Edge 45) tops only

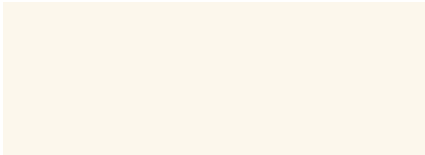
*Ref Group Number 45*

1" MDF core, specified laminate face and counterbalance with 1.18" chamfered edge.

The edge has a clear finish as standard, but can be stained as shown below for an additional \$25 list.



Clear



Solid White

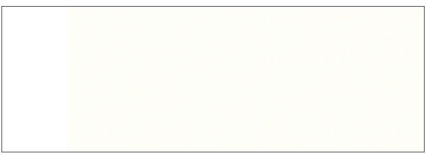


Solid Black

**Frame Finishes**



Black



White

SCREEN FABRIC RANGE - CAMIRA

Camira is available through Senator on upholstered products. Specify Senator's product in the corresponding grade of the desired fabric and Senator will handle ordering the fabric from Camira. All orders are subject to the availability of material from Camira.

For more information and memo samples of these or other Camira fabrics, please refer to your Camira library, call Camira's Sample Department or visit their website - [www.camirafabrics.com](http://www.camirafabrics.com)

Pattern	Grade
Era	A
L2	B
Nexus	C
Blazer	C
Blazer Lite	C
Main Line Flax	C
Aquarius	C
Patina	C
Synergy	C



Care & Maintenance

Periodic maintenance is necessary to ensure long term durability and customer satisfaction. All products should be closely inspected each month. If any item shows signs of structural failure it should be taken out of service immediately.

**Fabric**  
Please follow specific manufacturing guidelines when cleaning fabric. Cleaning with an unapproved solution could damage the fabric.

Neglect is the most common cause of the premature breakdown of any upholstery fabrics. Problems occur as a result of inadequate removal of dirt, dust and grit which settles on the surface of the upholstery. If not removed, the dirt and grit will eventually penetrate the structure of the fabric. With further agitation, the dirt and grit will act like sandpaper wearing away and breaking fibers in the fabric structure. If enough fibers are broken, a hole will eventually form in the upholstery.

**Epoxy powder frames**  
Clean using a damp cloth with a mild solution of soap and water.

**TFL**  
TFL & Laminate tops are very resistant to normal office problems, such as tea or coffee stains. Simply wiping with a soft damp cloth will remove most stains. Should a stubborn problem arise, clean with a soft damp cloth and a mild detergent solution. Do not use abrasive cleaners. Cut back edges should be wiped with a dry cloth only.

A DIFFERENT KIND OF DESK...  
ALL ROUND.



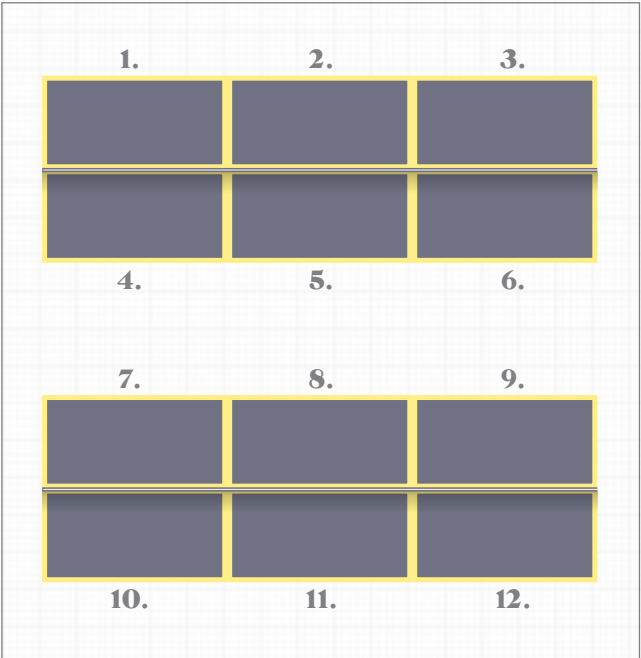
Watch our YouTube video, Introducing Orb.

# Orb – Typical Configurations

## Configuration Options

Looking for some inspiration? We've created this handy tool to show you some of our most popular configurations. Often when planning spaces we assume that circular formations lend themselves to clusters, however intersections don't necessarily mean straight lines. Orb has the ability to allow increases in occupancy that challenges the traditional demarcation of space. Working within the same footprint as a rectilinear bench formation, Orb provides a solution that offers the user more personal space.

The full Orb brochure is available to download at [thesenatorgroup.com](https://thesenatorgroup.com)

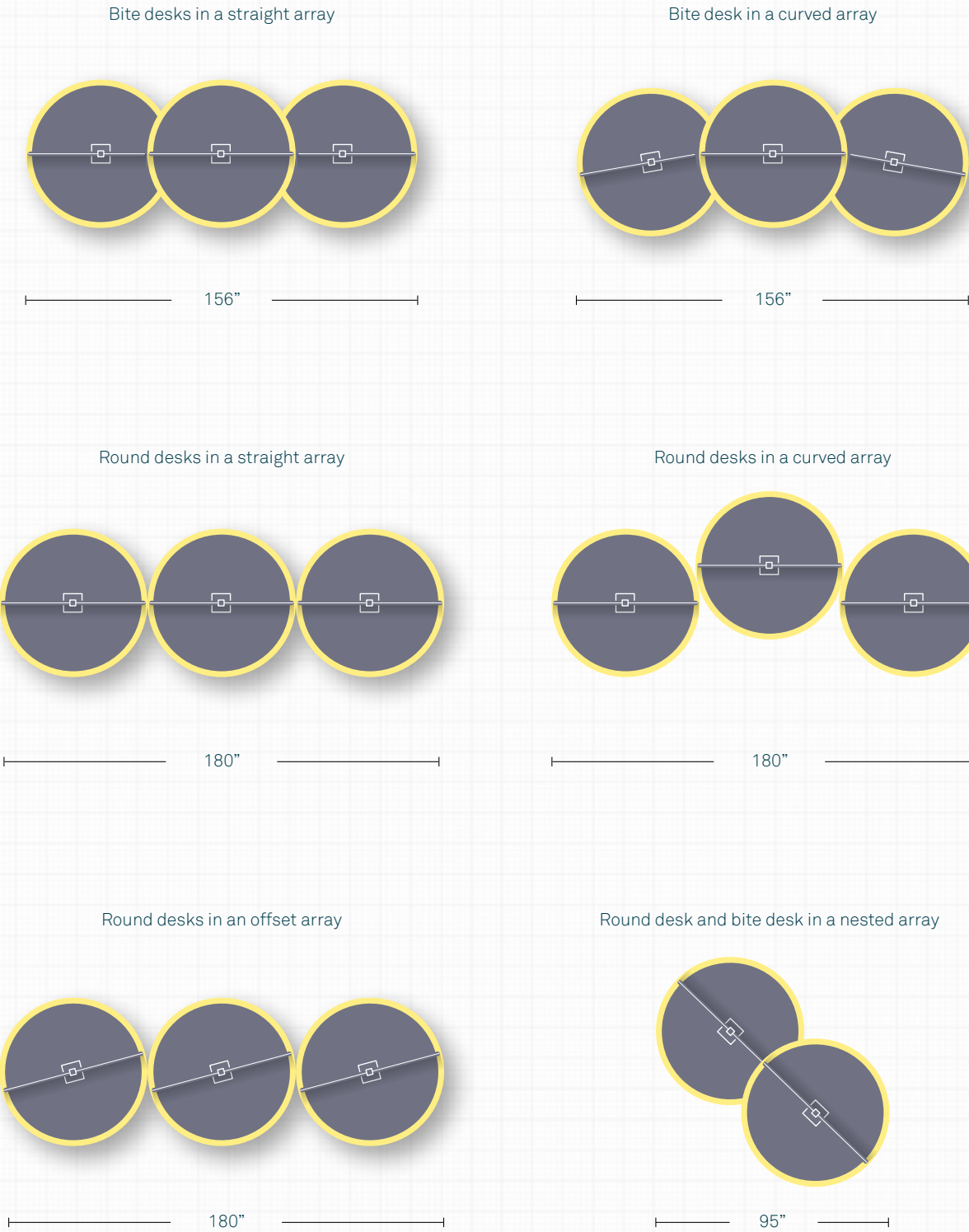
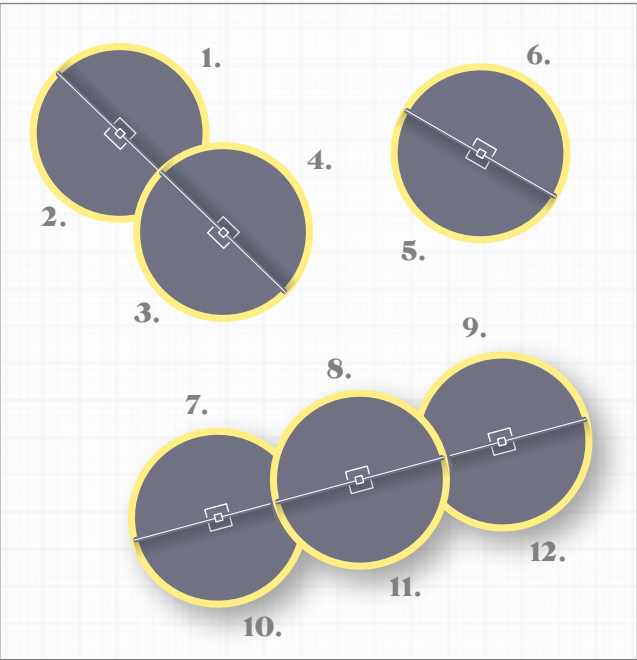


### The Traditional Layout

This is the traditional layout that would be typically found in most offices. A 6 person rectilinear bench formation that follows the architectural flow of the building. This is assumed to be the most efficient use of space when capacity planning.

### The Orb Layout

Orb challenges the traditional office layout, creating deregulated workspaces while still maintaining the same logical rhythm within the space as a rectilinear bench formation. Orb workstations can be toggled or nested together to form multiple arrays that look visually interesting.







# WANT TO KNOW MORE?

### Senator

#### Orb

Why are desks rectangular, when much of human culture in terms of shape and form is round? Orb is a revolutionary desking solution that allows the liberalization of space through 360 degree circular worktops.

We're not talking simply about cutting corners, far from it, Orb's design permits a natural fluidity to the workspace allowing gentle crescents to be created through the simple interlocking of workstations.



#### Material Content

Components are constructed of the following

Aluminum	43.98%
Zinc	8.97%
Steel	2.44%
TFL	44.55%
Nylon 6	0.06%



Contains up to 65.25% of Recycled Material

Aluminum	44%
Steel	1%
TFL	20.25%

The range is 99% recyclable

# 99%

#### DIMENSIONS

60" Full	60" Bite	54" Full	54" Bite
			
60 inch	60 inch	54 inch	54 inch

#### Accessories

- CPU holders
- Single or double monitor arms
- Double arm pendant light

#### Performance Standards

Designed to conform to and where applicable is tested to the following standards:

- BIFMA X5.5 x2014

#### Matching edge

Outback edge

#### er

st edging on

be stained

#### ay

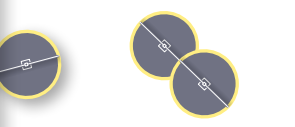
Round desks in a straight array



180"

#### array

Round desk and bite desk in a nested array



95"


#### ally the

re be reduce

#### ce

ter dusted,


## —Reduce —Reuse —Recycle



Autumn



Highland Oak

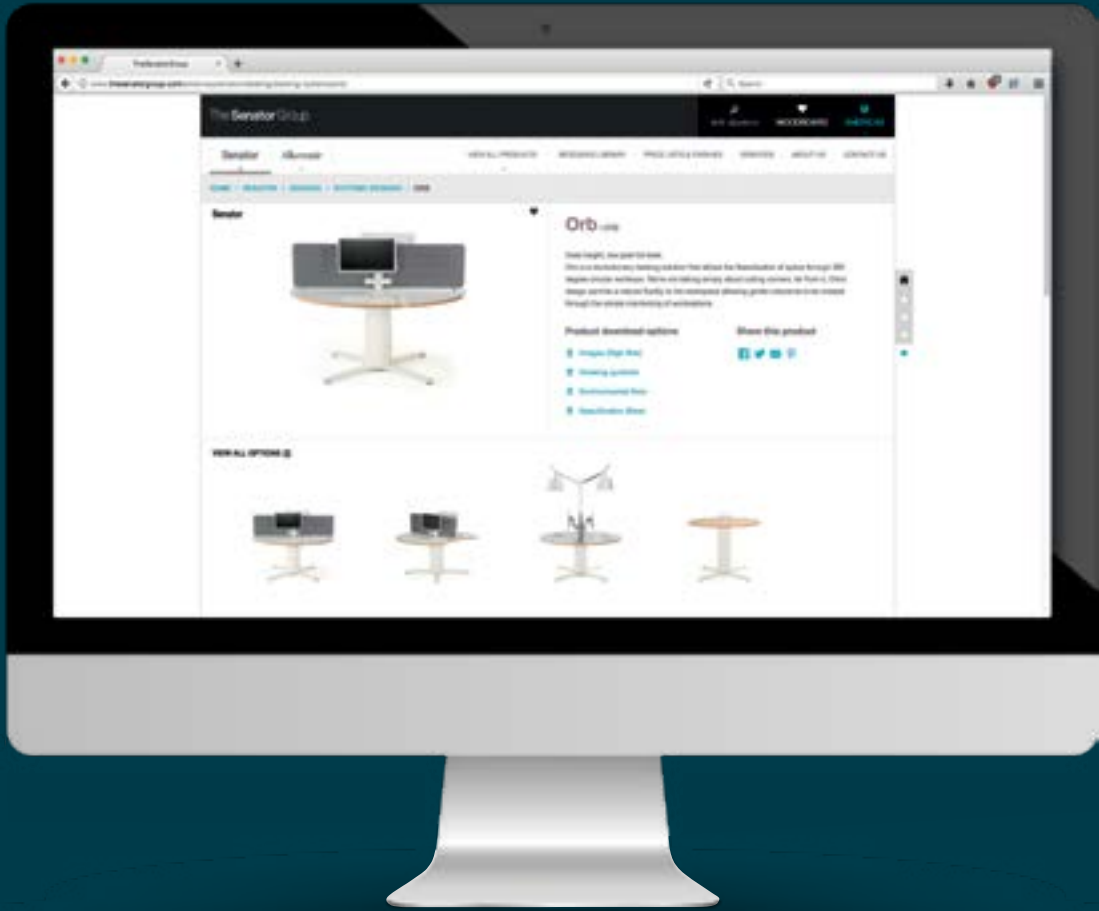


Hacienda White



Denim

A full range overview and the following resources are available on each product page of our website.



CAD Symbols



Environmental Data



Images (High Res)



Specification Sheet

### Our products in detail

Our literature is available to download from our website. For questions, feel free to call us at +1 419-887-5806.

For quick inspiration or all the latest news, follow us on social [@senator\\_social](#)





# WARRANTY

## Limited Warranty

### 10 Years

Senator Group North America, warrants to the original purchaser that its products are free from defects in materials and workmanship for a period of ten (10) years from date of delivery, except as noted below. This warranty applies to single shift (standard 8-hour day, 5 days per week) use, and covers products delivered in the Americas: Canada, the Caribbean, Latin America, Mexico and the United States.

## Exceptions

### 5 Years

Stacking chairs, metal chair frames, seating components including controls and adjustment mechanisms, height adjustment mechanisms and pneumatic cylinders, monitor supports and tablet arm assemblies, wood veneer and thermally fused laminate (TFL (edge 69)) surfaces, urethane and wood edge treatments, upholstery and tailoring.

### 3 Years

Electrical components and power supplies, ballasts, casters, glides, exposed wood frames, marker board surfaces, granite and glass surfaces, replacement parts.

### Fabric

Senator Group North America, offers no warranty, either implied or expressed, on any fabrics or leathers used on our products. Fabrics and leathers carry warranties from the fabric manufacturer or reseller. Please refer to each reseller's warranties before specifying. Because every fabric specification is different and application for use must be taken into consideration, Senator Group shall not be held responsible in any manner for wrong specification of fabric for tailoring, wear, durability, or light fastness.

## Exclusions

Warranty does not apply to product failure or loss resulting from:

- Normal wear and tear.
- Failure to apply, install or maintain products according to published instructions and guidelines
- Abuse, misuse, neglect or accident.
- Unauthorized alteration or modification of the product
- Products exposed to extreme environmental conditions or improper storage
- Substitution of any unauthorized components that are integral to the performance of the product

Warranty does not cover:

- Replacement parts are covered for 3 years not to exceed the balance of the original warranty
- Customer's own materials including, but not limited to solid surfaces, laminates, textiles and upholstery materials, leathers, wood and wood veneers. These materials are subject to the original manufacturer's warranties only
- Variations in surface materials including color, grain, texture
- Variations in leather such as scars, wrinkles, and other marks
- Variations in wood such as color, staining, grain, scars and other marks
- Color fastness due to aging or exposure to sunlight
- Consumables, such as batteries, light bulbs and lamps
- Products purchased "as is", used or secondhand
- Products sold by unauthorized dealers or installers

## Warranty Provides Exclusive Remedies

Under this warranty, if a product fails during normal use during the warranty period as a result of a defect in materials or workmanship, Senator Group NA will, at its sole discretion, either repair or replace the product free of charge. If Senator Group NA determines the repair or replacement of the product(s) is not commercially practical, Senator Group NA may choose to refund the purchase price of the affected product.

This warranty applies to products purchased on or after March 1, 2016. For products purchased prior to March 1, 2016, please refer to the warranty terms and conditions in effect at that time.

THIS LIMITED WARRANTY IS THE SOLE REMEDY FOR PRODUCT DEFECT AND NO OTHER EXPRESS OR IMPLIED WARRANTY IS PROVIDED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SENATOR GROUP NA SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES.

This warranty is non-transferable and valid to the original purchaser only. Warranty is enforceable only if products were acquired and installed by Senator Group NA or one of its Authorized Resellers.

# TERMS & CONDITIONS OF SALE

SENATOR INTERNATIONAL, INC., an Ohio corporation d/b/a Senator (“SIC”) does business with its Buyers under the terms and conditions set forth herein. SIC hereby rejects any terms and conditions contained in any Buyer purchase order or other business forms or in correspondence or elsewhere or implied by trade, custom, practice or course of dealing unless specifically included or varied in writing by a director or other authorized representative of SIC which are different from or in addition to the terms stated herein. “Buyer” means the person or entity whose order for the goods is accepted by SIC. “Goods” means the goods (including any installment of the goods or any parts of them) which SIC is to supply in accordance with these conditions. Any reference in these terms and conditions to singular includes plural.

## 1. Acceptance of Orders

All orders are subject to the approval of SIC, and SIC shall not be committed to honor any order until SIC has provided to Buyer written acceptance of the order.

## 2. General Terms of Payment and Financial Requirements

- a) Terms of payment are NET 30 DAYS from date of invoice, except where otherwise specified in writing by SIC. Credit amounts are subject to satisfactory references and verification by our credit insurers (Euler Trade indemnity). Time of payment shall be of the essence for all contracts between SIC and Buyer.
- b) A LATE PAYMENT CHARGE OF 2.5% PER MONTH WILL BE IMPOSED ON ANY PORTION OF ACCOUNT NOT PAID WITHIN TERMS STATED ON INVOICE. However, if this rate exceeds the maximum rate permitted under applicable law or regulations, the charge shall be reduced to the maximum allowable rate.
- c) SIC may offer special payment and/or shipment terms. In such event, these special terms shall supersede the general terms of payment and/or shipment, provided that such special terms are fully stated in a SIC INVOICE, signed by an authorized representative of SIC.
- d) If Buyer shall
  - (i) commit any breach here under;
  - (ii) file for or become subject to bankruptcy or receivership;
  - (iii) liquidate or cease business;
  - (iv) make arrangement with or composition for the benefit of any of his or its creditors; or

- (v) if in the opinion of SIC, Buyer’s credit becomes impaired, SIC shall still have the following rights and remedies in addition to any other rights and remedies provided by applicable law.
- (i) All sums shall become immediately due and payable, notwithstanding any credit terms previously in effect.
- (ii) SIC may refuse any order placed by Buyer.
- (iii) SIC may cancel any accepted orders or delay shipment of any order without any liability to Buyer therefore.
- (iv) No order may be cancelled by Buyer without SIC’s consent in writing, and such cancellation will be subject to a charge of 25% of order value or 15% if the product can be reused.
- (v) If credit previously has been extended by SIC to Buyer, and SIC elects to make further sales to Buyer, SIC may require payments on a C.O.D. or cash-in-advance basis.
- (vi) In the event collection of sums due from Buyer to SIC is referred to lawyers or debt recovery agents or if proceedings are brought to collect such sums or to enforce the rights of SIC, Buyer agrees to pay all costs and reasonable fees, including attorney fees and such costs and fees incurred in any proceedings or appeal and in executing on any judgement.
- e) SIC shall have the right to change its financial requirements of Buyer at any time.
- f) Prices stated do not include sale or use taxes, tariffs, and any other governmental changes, taxes, or duties payable by SIC, which will be added to invoice wherever applicable. If any of the foregoing changes are assessed after delivery of Goods, Buyer will

pay same upon demand of Seller.

- g) SIC shall be entitled to a general lien on any Goods and other property owned by Buyer in SIC’s possession (although the Buyer may have paid for the same in full) in satisfaction of the whole or part as the case may be of the unpaid price of any Goods sold and delivered to Buyer under any contract. SIC shall be entitled to offset any sum or sums owing by it to Buyer against any sums owed by Buyer to SIC.

## 3. Warranty

SIC’s only warranties shall be those expressly set forth herein and SIC makes no other representations or warranties concerning the Goods including, but not limited to, any warranty of fitness for a particular purpose. SIC warrants that the Goods shall be free from defects in workmanship or materials for the twelve (12) months following delivery by SIC to Buyer. Any remedy claimed for failure of such warranty shall be only upon the terms and conditions as limited by this Agreement. Buyer must notify SIC, in writing, of any claimed defect as soon as practical after discovery thereof by Buyer. Upon such notification, SIC may, at its option, confirm that the Goods are, in fact, defective. Upon such determination, SIC may, at its option, either

- (i) repair such defective Goods at Buyer’s location at no cost to Buyer or
- (ii) require that Buyer return the defective Goods as set forth in the following Section 4 for either replacement by SIC or refund of the purchase price (at SIC’s option). Buyer’s remedies for any breach of warranty shall be

limited as set forth herein and any other remedy is hereby waived by Buyer (including any claim for consequential damages, loss of profits, good will, reputation, bodily injury, or claims from third parties). In no event shall SIC’s liability to Buyer (whether for breach of warranty, breach of contract, negligence, misrepresentation, or otherwise) exceed the cost of the Goods which gave rise to such claim liability. SIC does not accept (and expressly disclaims) any responsibility for electrical work installation which SIC’s personnel do not supervise and all electrical installation must be undertaken by Buyer through a competent and qualified licensed electrician.

## 4. Returns and Replacements

Defective Goods will be accepted only with prior authorization from SIC’s head office and receipt of SIC’s RETURN/ AUTHORIZATION NUMBER. Goods returned are not to exceed quantity authorized. All returns must have freight prepaid. Credit will be issued (or Goods replaced) only after Goods are inspected and approved and will be based on Buyer’s cost for the Goods in question, less any costs for transport and re-packaging.

- a) Goods defective on delivery may be returned for exchange or full credit.
- b) Goods incorrectly delivered by SIC may be returned for full credit.
- c) Goods incorrectly ordered may be returned subject to a handling charge of 25% of invoice.
- d) Samples will be credited in full if returned in good condition within 60 days of delivery. Payment must be made in full for all samples not returned within this period.

## 5. Changes

- a) SIC shall have the right to reduce, or increase prices to Buyer at any time without prior notice, except with respect to orders which have been accepted prior to such price modification.
- b) SIC may at any time add, change or cease making available any Goods without notice to Buyer, and Buyer shall have no claim against SIC for failure to furnish Goods of the type previously sold.
- c) SIC may at any time change warranty without incurring any liability to Buyer.

## 6. General Terms of Transport

- a) Unless otherwise quoted All shipments are F.O.B. point of shipment, freight prepaid and allowed, excluding fuel surcharges. Shipments outside of the Continental United States and Canada are freight prepaid and allowed to port of exit. Senator reserves the right to select the most appropriate carrier and routing on all shipments that that are shipped. Senator reserves the right to implement a fuel surcharge. Buyer shall accept all risk of loss or damage to the Goods while in transit.
- b) Delay in transport or delivery of any particular instalment or delivery of faulty Goods in any one installment shall not entitle the Buyer to repudiate the whole order nor relieve Buyer of its obligation to accept and pay for the remaining installments.
- c) SIC shall endeavour to make deliveries within a reasonable time. HOWEVER, SIC SHALL NOT BE LIABLE TO BUYER FOR ANY DAMAGES, WHETHER INCIDENTAL, CONSEQUENTIAL OR OTHERWISE, FOR FAILURE TO FILL ORDERS, DELAYS IN DELIVERY OR ANY ERROR IN THE FILLING OF ORDERS.
- d) Time of delivery shall not be of the essence to any contract to which these Terms and Conditions apply and shall not be made so by the service of any notice.
- e) Notwithstanding delivery and passing of risk, the Goods shall remain the property of SIC until such time as Buyer shall have paid to SIC the agreed price in full (together with any accrued interest) and all other amounts owned by Buyer to SIC in respect of any other contract for the sale of Goods and until such payment the Buyer shall hold the Goods as Bailee on behalf of and in a fiduciary capacity for SIC and the Buyer shall insure the Goods for their full market value. SIC shall have the right, at its option, to file one or more UCC financing statements with governmental offices to indicate SIC’s rights as owner of such Goods (or as security interest holder in such Goods and for purposes thereof, this Agreement shall be deemed a Security Agreement).
- f) In the event that the Buyer sells the Goods prior to payment to SIC in full, the Buyer acknowledges that the entire proceeds of sale are held in trust for SIC and shall not be mixed with other monies or paid into any overdrawn bank account and shall at all times be identifiable as SIC’s monies.

## 7. Force Majeure

- a) SIC shall not be liable to Buyer for any loss or damage which may be suffered by Buyer as a direct or indirect result of the supply of Goods by SIC prevented, hindered, delayed, cancelled or rendered uneconomic by reason of circumstances or events beyond SIC’s reasonable control (“force majeure circumstances”) including, but not limited to, strikes; lockouts; labour disputes; act of God; war; riot; civil commotion; malicious damage; compliance with any law or governmental order, rule, regulation or direction; accident; breakdown of plant or machinery; fire; flood; storm; difficulty or increased expense in obtaining workers; material or transport or other circumstances affecting the supply of the Goods or of raw materials by SIC’s normal source of supply of the manufacture of the Goods by SIC’s normal means or the delivery of Goods by SIC’s normal route or means of delivery.
- b) In force majeure circumstances, SIC may (in its sole discretion) terminate any contract for the supply of goods pursuant to the Terms and Conditions or cancel delivery of Goods to Buyer or may, with the agreement of the Buyer, deliver Goods at an agreed rate of delivery commencing at a reasonable time after the termination of the force majeure circumstances.
- c) If due to force majeure circumstances SIC has insufficient stocks to meet all its commitments, SIC may apportion available stocks between its Customer’s at its sole discretion.

## 8. Miscellaneous

- a) If any of these Terms and Conditions is held to be invalid, illegal or unenforceable in any respect, whether in whole or in part, such invalidity, illegality or unenforceability shall not prejudice the effectiveness of the rest of the remainder hereof.
- b) No waiver by SIC of any breach of contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- c) Any contract to which these Terms and Conditions shall be governed by, and construed in accordance with, the laws of the State of Ohio. Buyer consents to the jurisdiction of, and venue in, state and/or federal courts sitting in Lucas County, Ohio.

# Senator

**Corporate Headquarters N.A.**

4111 N. Jerome Road  
Maumee, OH 43537  
T +1 [419] 887 5806

**Global Headquarters**

Altham Business Park  
Accrington  
Lancashire BB5 5YE  
T +44 [0]1282 725000

**Chicago Showroom**

222 Merchandise Mart Plaza  
Showroom Suite 10-146  
Chicago, IL 60654

**New York Showroom**

3 East 28th Street  
9th Floor  
New York, NY 10016  
T +1 [212] 388 0874