

Terms & Conditions

Design & Engineering

Design and Engineering are an integral part of Division Twelve's commitment to customer satisfaction. Division Twelve works with renowned Canadian, U.S. and European product designers who collaborate with a skilled in-house technical research and development team. Division Twelve manufactures all products in accordance with the BIFMA and ANSI requirements. Product specifications and information on testing results are available upon request.

Dimensions

All dimensions noted herein are approximate and subject to slight deviation.

Special Sizes

Division Twelve is prepared to address special size requirements. Please consult the factory with details. If the factory determines applicability of special requirements, a price quotation will be prepared.

Care and Maintenance

Maintenance of textiles should include regular vacuuming to maintain appearance. For stains, please consult a professional cleaning service.

Leather upholstery should be dusted or wiped with a clean soft cloth dampened with water and a very mild liquid soap. For stains, please consult a professional leather cleaning service.

HDPE seats should be cleaned with a simple warm/hot soapy water solution. For tougher cleaning jobs a chemical solution may be used.

Warranty

Division Twelve merchandise is warranted to be free from defects in material and workmanship as follows:

Indoor

Standard usage (single shift - 40 hrs/week; indoor purpose)

| | |
|---------------------|----------|
| Structural and Weld | 10 years |
| Powder coat color | 5 years |
| Powdercoat defects | 1 year |
| Textiles | 1 year |
| Glides | 1 year |

Outdoor

Standard usage (single shift - 40 hrs/week; outdoor purpose)

| | |
|---------------------------------------|---------|
| Structural, Weld and Powdercoat color | 3 years |
| Powdercoat defects | 1 year |
| Textiles | 1 year |
| Glides | 1 year |

Winter and Extreme Weather Storage

All furniture should be stored indoors or under cover in an upright position to allow for water drainage and/or protection. Division Twelve's warranty does not apply to damage resulting from improper storage, water drainage and/or protection. Furniture stored outdoors during winter/extreme weather, or in areas where water/saltwater or flooding is present, can result in water accumulation, freezing and erosion that may cause structural damage to the product. Defects that develop due to freezing conditions are not covered under warranty.

This warranty does not apply to damage resulting from accident, alteration, misuse, tampering, negligence, abuse, or extended exposure to liquids, moisture or water/saltwater. Textiles, leathers, and powder coat finishes are not warranted against fading, wear or marking since it is beyond Division Twelve's control. Components such as textiles and glides are subject to wear and tear and are not considered part of the frame. HDPE has moderate abrasion resistance, it is not warranted against wear or marking since it's beyond Division

Twelve's control.

The foregoing warranty extends only to the original purchasers who acquire new product from Division Twelve. Any product, part, or component must have been used according to Division Twelve's published instructions and installed and maintained by Division Twelve or an authorized Division Twelve representative.

Prices

Published prices are LIST. Freight NOT included. Canadian orders are payable in Canadian funds. United States orders are payable in United States funds. Prices do not include taxes or installation. Please see Freight.

Terms

Net 30 days from date of invoice for accredited buyers. Interest on overdue accounts may be charged at the rate of two percent per month. The buyer will also be liable for reasonable collection costs and attorney fees.

Credit

Credit may be established upon acceptance of satisfactory references. Division Twelve requires a bank reference with initial purchase order for new customers. A deposit on all first time orders is standard procedure. Established customers must provide a bank reference to increase current credit limit. Division Twelve may cancel or change credit terms at its discretion.

Placing Orders

Product Name, Product Number, Quantity, Fabric, End User Information, Applicable Taxes, a Purchase Order Number, and authorized signature as well as any product specific options (as outlined in the Price List), are required when placing an order. Orders are to be submitted to:

Division Twelve
1450 Birchmount Road
Toronto, ON
M1P 2E3
or faxed to: 1-866-513-1535
or emailed to: customer.service@keilhauer.com

Orders

Orders are accepted by issuance of Division Twelve's formal order acknowledgement and are subject to the terms and conditions as set forth herein and on the order acknowledgement; notwithstanding any variance from the terms and conditions set forth on buyers order forms.

Orders are to be submitted to:

Division Twelve
1450 Birchmount Road
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or faxed to: 1-866-513-1535 or emailed to: customer.service@keilhauer.com

Order Changes

Requests for changes to orders must be made in writing and are subject to approval and applicable cost.

Cancellation

Orders may not be terminated without Division Twelve's consent. Cancellation cannot be accepted after fabric has been cut or after materials have been placed on order.

Returns

No merchandise may be returned to Division Twelve without Division Twelve's consent. If returned by agreement, transportation must be prepaid. Call customer service first to receive a return goods authorization number (RGA). Product returned without an RGA will be declined.

Glides

Standard Glides, made of nylon, are used on all Division Twelve products and are both indoor and outdoor use. Heavy duty Swivel Glides can be requested for use, made of steel, are both indoor and outdoor use. Adjustable glides, made of steel and nylon, are used on all Division Twelve tables and are both indoor and outdoor use. Request on your order and add \$25.00 LIST per chair for all seating.

Parts & Accessories

Orders for parts or accessories are to be submitted with a courier account number. Orders received without this information will ship COD.

Delivery

Division Twelve is not liable for delay or failure to deliver due to strikes, lockouts or other labor color difficulties, failure or delay at sources of supply, transportation difficulties, accidents, fire, war, riot, compliance with government regulations, acts of God or other causes of like or unlike nature beyond Division Twelve's control. Division Twelve makes every effort to meet required delivery dates and times, however we do not guarantee arrival times. Division Twelve will not pay any labor charges without Division Twelve's prior consent. Division Twelve does not reimburse for late arrival times.

Freight

Freight charges are calculated as a % of total LIST price (NOT NET). Freight is 9% of LIST price with a minimum charge of \$150.00.

If your order exceeds \$25,000 LIST price, please contact customer service for a quote.

The above costs are based on shipping to a dealer warehouse in Canada (10 provinces) and U.S.A. (48 contiguous states), on a dock-to-dock basis, using Division Twelve's carrier.

Direct-to-site shipments must be discussed with Division Twelve to determine site accommodations, at which point additional charges may be applicable. Charges will apply to non-commercial, inside delivery, remote site, after hours deliveries, and all other extraordinary deliveries. Dock must be able to accommodate a 53-foot trailer. Receivers must be present to off load merchandise. Minimum 4 hour delivery window required, within standard business hours of 9am to 5pm. Division Twelve carriers provide one free hour for offloading product, depending on the size of the order, after which waiting charges will apply and will be billed accordingly.

If customer requests a specific carrier, shipments will be made freight collect at customer's expense.

Due to the handling requirements of large table tops, the Hectic collection of tables will always be crated and there will be a NET upcharge for this crating. (32" x 66" = \$100 NET. 32" x 90" = \$120 NET).

Please contact Division Twelve customer service department with all freight questions/quotes. Also see Prices.

Storage

If customer will not accept delivery when goods are ready to ship in accordance with Division Twelve's order confirmation, Division Twelve reserves the right to transfer goods to storage at customer's risk and expense and deem such transfer as delivery for all purposes including invoicing and payment.

Claims

Division Twelve is not responsible for damage suffered in transit or storage. If shipped via Division 12 carrier, customer must examine merchandise upon receipt and note any obvious damage on carrier's delivery receipt. Any concealed damage must be reported to Division Twelve, in writing, within 24 hours of receipt. All packaging materials must be kept for inspection. Division Twelve reserves the right to send in an inspection agent

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to assess damage. Failure to make such claims shall constitute full acceptance of the merchandise.

Packaging

As a standard Division Twelve blanket wraps large orders. If you require your order to be boxed on large orders, please contact your customer service representative for additional costs.

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Product

Customer's Own Material (COM)

Approval

Division Twelve reserves the right to reject COM fabrics that, in Division Twelve's opinion, are unsuitable. Once COM has been accepted Division Twelve assumes no responsibility for its overall appearance, performance, flammability, normal durability, color fastness or any other quality after upholstered on a Division Twelve product.

Yardage Requirements

Yardage requirements, as shown in price list, are based on 54" width plain material. If fabric is less than 54" please apply the following additional yardages:

49" – 53" add 10%

44" – 48" add 15%

Less than 44" please consult customer service for required yardage.

If fabric is 54" wide with repeat, please apply the following additional yardages:

Repeat 5" or under as noted in price list.

Repeat over 5" – 12" add 10% to yardage required.

Repeat over 12" – 20" add 15% to yardage required.

Repeat over 20" – 25" add 20% to yardage required.

Any repeat over 25" – Please consult customer service for required yardage.

Total yardage must be from one single continuous roll (full bolt size where applicable).

All textile rolls must be in the same dye lot. Division Twelve will not be responsible for dye lot differences.

Upholstery of all vinyls, artificial leathers and faux suede will be charged at COM price.

All stripes will be applied vertically unless customer specifies otherwise.

Shipping Instructions

All COM fabrics should be shipped freight prepaid and tagged with Division Twelve's order acknowledgement number, customer name, address and purchase order number to:

Division Twelve C/O: Keilhauer

1450 Birchmount Road

Toronto, ON

Canada MIP 2E3

Attach a sample of the COM fabric to the purchase order for easy identification.

For fabrics being shipped from the United States for U.S. customers, please mark bill of lading "Attention: Welke Customs Brokers/Keilhauer". To ensure quick clearance by our broker, a commercial invoice describing the goods (eg. 100% wool, etc.) and the value, should be attached to the bill of lading.

Order Scheduling

COM orders are not scheduled for production until all fabrics for your order are received. The entire order, including non-COM products, will be held for COM arrival and scheduling unless Division Twelve is advised to split shipment. If split shipping is requested, additional freight costs may be incurred. Contact Customer service with inquiries.

Customer's Own Leather (COL)

Approval

Division Twelve reserves the right to reject COL's that, in Division Twelve's opinion, are unsuitable. Once COL has been accepted Division Twelve assumes no responsibility for its overall appearance, flammability, normal durability, color fastness or any other quality after upholstered on a Division Twelve product.

Division Twelve will not accept nor use any painted leather. A painted leather is described as any suede or full top grain leather which is not vat dyed with the same color through the entire hide. For COL square footage required, please note heading by individual product in price list. Where COL hide is less than 30 square feet per hide, please consult factory for COL requirements.

COL Order Requirements

The minimum order is a half hide. Exact footage requests cannot be met. Due to variable hide sizes, the shipping/ billing quantity may differ from your order quantity. The customer is liable for a maximum of 10% overage from order quantity. Marks, scars or wrinkles occurring naturally in leather are not covered by warranty.

Division Twelve Carded Textiles

All Keilhauer and Keilhauer Alliance textiles are available and offered for Division 12 products. Please contact customer service or your sales contact for more information.

Completed list of all offered textiles: <https://www.keilhauer.com/products/upholstery/textiles.html>

Flammability Standards

All Division Twelve upholstery, including textiles and leathers, as well as the foam used in our products, meet CAL 117 standards. CAL 133 fire retardance testing has been done on a number of products. Where product is required to meet other specific flammability codes, please see the CAL 133 information below.

CAL 133

Keilhauer offers CAL 133 fire retardant certification and testing for a majority of products, textiles, and materials. Please consult the [CAL 133 Suitability Chart](#) to view all Keilhauer products and textiles which pass the CAL 133 testing standard. A NET upcharge of \$80 per yard for textiles and \$5 per sq. ft. for leather will be added to the total order price. Please contact our Customer Service team to understand if a specific COM can pass CAL 133 standards or will need to be sent for testing. For more information on CAL 133 and the requirements for your project, please reference our [CAL 133 information document](#).

Wood Finishes

Division Twelve uses oak wood with a clear coat for both wood seats and table tops. The oak wood is carefully selected for uniformity of color and grain, however, wood is a natural substance and minor variations may occur due to the unique nature of the material and may not be an exact match to our samples.

Wood is a natural product that will have color variation within a single piece of furniture. There may also be variation from one piece to the next. All finishes do not hide or mask these natural characteristics and it is important that the customer understand there will be variations from piece to piece. Other factors also affect color over time such as exposure to light.

The finishes on tables may vary slightly from those on seating due to the natural characteristics of the wood.

Powder Coats

Division Twelve's 20 colors will be finished in Sandtex. Sandtex is low gloss, sand textured finish that makes it of higher quality and more durable. The texture provides impact, slip, and fingerprint marks resistance. In addition, every year Division Twelve's color palette will include Pantone®'s Color of the Year, finished in Sandtex.

Custom RAL Colors

Division Twelve offers custom RAL CLASSIC finish requests. These requests are subject to a \$250 NET upcharge. Additional lead times may be required for these items. Custom RAL orders will not be acknowledged until the Custom RAL is approved in writing and received at Division Twelve Customer Service.

Custom RAL CLASSIC powder coat requests will be finished in Tiger, a more glossy and smooth finish. Custom RAL CLASSIC powder coat colors can be offered in Sandtex finish upon request. These requests are subject to a \$1,250 NET upcharge. Custom RAL requests must be selected from RAL CLASSIC collection:

<https://ral-usa.com/overview-of-all-ral-colours/ral-classic-colours/>

Division Twelve reserves the right to reject custom RAL CLASSIC colors that, in Division Twelve's opinion, are not suitable. Once the custom RAL CLASSIC color is accepted, Division Twelve assumes no responsibility for its overall appearance, flammability, normal durability, color fastness, or any other quality after applied to a Division Twelve product.

Finish Colors

You want color? We've got color. Not only does our bent metal come in all the colors of our curated palette, so do a bunch of our finishes – our stained oak and our 100% recyclable HDPE to be exact. So you can match the finish to the frame, or mix it up any which way you want.

Know what you want? Then specify RC for Powder Coat, HD for HDPE, WS for Stained Oak., or RP for Recycled Plastic. Then pick which color you want and add the color code to your finish code. Pretty easy right?

Finish Code



Color Code



Our Designers

Andrew Jones & Nathalie de Leval

Nathalie de Leval and Andrew Jones are award-winning furniture designers who develop products for international manufacturers and work collaboratively with architects and landscape architects on custom designs for site specific projects. Whether for interiors or outdoor space, they approach furniture design as a fundamentally important opportunity to create a personal and emotional moment for people.

Through their hands-on process of design and prototyping they create timeless designs which have the right human scale, warmth and softness, and subtle details with a thoughtful attention to making. Their elegant designs are pared down to the essence, but without removing the poetry.

The two met while studying furniture design at the Royal College of Art, and before that Nathalie trained as a cabinet-maker and sculptor and Andrew worked as an architect. With design practices in London and Toronto, they have worked for over 20 years for clients such as Barlow Tyrie, Gloster, Benchmark Furniture, Paul Smith, Battery Park NYC, Rosewood Hotel and Keilhauer.

Chris Earl

Chris Earl is a furniture builder, designer, and chef based in Los Angeles, California. Earl is dedicated to bringing a sense of timeless beauty, grace, and lasting heritage to everything he creates.

EOOS

Gernot Bohmann was born in 1968 in Krieglach/Styria, Harald Gründl in 1967 in Vienna and Martin Bergmann in 1963 in Lienz/East Tyrol. After their graduation from the University of Applied

Arts in Vienna, they founded EOOS in 1995.

For EOOS, design is a poetical discipline between archaic and high-tech. EOOS examines rituals, myths and intuitive images as a starting point within the scope of the Poetical Analysis®.

Geof Lilge

Geof Lilge is a furniture designer, maker and entrepreneur. His 20 years of experience spans bespoke and mass product design for residential and commercial markets, interior design for the hospitality industry, and manufacturing. After studying industrial design at University of Alberta, Geof co-founded Pure Design, an award-winning furniture manufacturer; OnOurTable, a high-end charcuterie board brand; and Division Twelve. He is now the creative director of Division Twelve, a subsidiary of Keilhauer. He is responsible for the beautiful designs of Bender, Brat, Daytrip, Dek, Funk, Hectic, Resto, and Wedge.

Giancarlo Stefani Design Studio

Based in Vancouver, Canada with Italian roots and a pinch of South American taste, Giancarlo Stefani Design Studio is formed by Anabel Lopez and Giancarlo Stefani, two passionate designers that have dedicated their life to furniture and interior design. After years of gaining experience in the field and specializing in furniture design, their studio was created with the vision to collaborate with design companies around the globe.

Sam Pettersen

Sam Pettersen has worked in furniture design and manufacturing for over a decade and designed our Winny chair. As the founder and principle of Not Another Chair, he is passionate about process of making. Sam places functionality at the heart of his designs and tempers this with creative

innovation and the needs of our industrial reality. Sam holds a BA in furniture and product design from Nottingham Trent University. As part of the degree, he spent a yearlong placement working for internationally renowned Sawaya & Moroni in Milan where he contributed to the design of high-end bespoke interiors for the firm's discerning clients.

Scott Laughton

Scott Laughton is an industrial designer with over 30 years experience and designed Division Twelve's Shop stool. He is the founding member of several design groups: Portico, Furnace, as well as founding his own practice. With expertise in both residential and commercial markets, he has worked with renowned global brands such as Keilhauer, Pure Design, Du Verre, Umbra and Nienkämper. Scott studied industrial design at the Ontario College of Art in Toronto during which time he designed the Strala light – which later was recognized by Time magazine as one of year's top ten designs. In 2003, he was named Designer of the Year by the Interior Design Show, Toronto. His designs have been exhibited in Canada, Britain, Scotland and Japan with permanent collections in Toronto's Royal Ontario Museum and the Design Exchange.

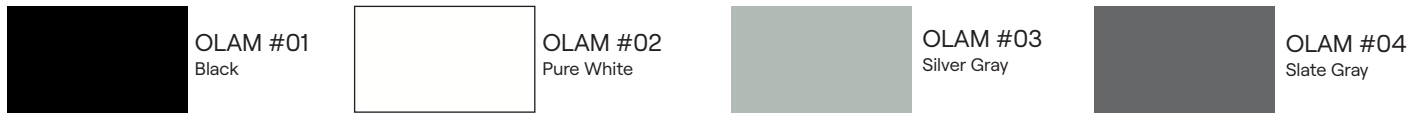
Thom Fougere

Thom Fougere studied architecture at the University of Manitoba before working in furniture, product design, and architecture. In 2010, he was appointed Creative Director at Canadian design house EQ3. In 2015, Thom Fougere established his studio offering full design services in furniture design, product design, architecture, and creative direction. His work has been exhibited internationally at design fairs in Milan, Stockholm, New York, Montréal, and Toronto.

Outdoor Laminate

Available with Funk tables

Color Code



All colors come with a black edge band.

Outdoor Laminate



Construction

Division Twelve outdoor laminate table tops are manufactured using Trespa® Meteon® decorative high-pressure compact laminate and features an integral surface. Available in 4 distinct color options (Black, Pure White, Silver Gray and Slate Gray), all color options feature a 13mm thick ABS edge detail in a black finish.

Cleaning and Maintenance

Outdoor laminate table tops feature a closed surface that is virtually pore-free making it highly impenetrable to contamination and resistant to numerous chemicals and cleaning agents.

To maintain the table top, it is recommended to use clean sponges, soft nylon brushes or cloths. Please avoid cleaning agents with abrasive or polishing components, as well as brushes with hard rigid bristles.

In case of damage, table tops can be repaired using a small amount of acrylic paint with a fine brush to cover any potential scratches.

To maintain its integrity, outdoor furniture should be stored indoors or under cover in an upright position to allow for water drainage and/or protection.

Warranty

All Division Twelve merchandise is warranted to be free from material and workmanship defects as well as a 10 year structural and weld warranty. For further details, please refer to the Terms & Conditions.

Technical Information

| Properties | Test Method | Property or Attribute | Unit | Result |
|--|-----------------|--------------------------------------|----------------------------------|-----------|
| Surface Quality | EN 438-2 : 4 | Spots, dirt, similar surface defects | mm ² /m ² | ≤ 2 |
| | | | in ² /ft ² | ≤ 0.0003 |
| | | Fibres, hairs & scratches | mm/m ² | ≤ 20 |
| | | | in/ft ² | ≤ 0.073 |
| Resistance to wet conditions | EN 438-2 : 17 | Mass increase | % | ≤ 3 |
| | | Appearance | Rating | ≥ 4 |
| | ASTM D2247-02 | Water resistance | Rating | No change |
| | | ASTM D2842-06 | Water absorption | % |
| Resistance to artificial weathering (incl. light fastness) Florida cycle 3000hrs | Trespa Standard | Contrast | Gray scale ISO 105 A02 | 4-5 |
| | | Appearance | Rating | ≥ 4 |

Table Top Dimensions

| | 105400G/105500G/105600G 24" square table with outdoor laminate top | 105401G/105501G/105601G 30" square table with outdoor laminate top | 105402G/105502G/105601G 24" round table with outdoor laminate top | 105403G/105503G/105603G 30" round table with outdoor laminate top |
|---------------------|---|---|--|--|
| Table Top Width | 24" | 30" | 24" | 30" |
| Table Top Depth | 24" | 30" | 24" | 30" |
| Table Top Thickness | 0.5" | 0.5" | 0.5" | 0.5" |