



LEGARE LP  
Date: December 2, 2004

Report No.: 04-1123-3592  
Page 1 of 6

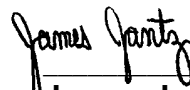
**Test Report For:**

**LEGARE, LP**

**ANSI/BIFMA X5.5-1998  
FOR DESK/TABLE PRODUCTS**

**CDNB-110 47" x 47" Corner Desk Unit**



  
\_\_\_\_\_  
**James Jantz**  
Senior Project Manager

  
\_\_\_\_\_  
**Martin Bender**  
Project Manager / blf

LEGARE LP  
Date: December 2, 2004

Report No.: 04-1123-3592  
Page 2 of 6

Attention: Michael Markwardt  
LEGARE FURNITURE  
4255 Bryant Irvin Road, Suite 210  
Fort Worth, TX 76109  
Phone: 817.737.8802  
Fax: 817.737.9984  
Email: [mike@legarefurniture.com](mailto:mike@legarefurniture.com)

**DATE RECEIVED:** 11/23/04  
**DATE TESTED:** 11/24/04

**DESCRIPTION OF SAMPLES:**

Part Description: CDNB-110 47" x 47" Corner Desk Unit

**WORK REQUESTED/APPLICABLE DOCUMENTS:**

To test the submitted samples per ANSI/BIFMA X5.5-1998 Desk Product Test Standards for the following test program:

<u>Test Number</u>	<u>Test Description</u>
4	Horizontal Surface Static Load (Modified)

**CONCLUSION:**

The submitted sample meets and exceeds the acceptance criteria.

**TEST EQUIPMENT:**

25 lb Shot Bags: Asset # 138002  
Fairbanks Scale: Asset # 138012  
Tape Measure: Asset # 138109

**HORIZONTAL SURFACE STATIC LOAD PROCEDURE: (Modified)**

Date Received: 11/23/04  
Date Tested: 11/24/04

Description of Samples:

Part Description: CDNB-110 47" x 47" Corner Desk Unit

Test Procedure:

Test Method: ANSI/BIFMA X5.5-1998; Test No. 4

Distributed

Primary Surface: 2000 lb.  
Right Side – Full Shelf: 200 lb.  
Left Side – Bottom Shelf: 150 lb.  
Left Side – Top Shelf: 75 lb.

Horizontal Surface

Distributed Proof Load: 2.3lb/lin. In. = 389lb.  
Shelf Proof Load: 5 lbs/Lin. Inch = 59lb.

Horizontal Surface

Modified Distributed Proof Load: 5x or 2000 lb.

Modified Shelf Loads: 3x, 2.5x and 1.2x or 200 lb., 150 lb., and 75 lb.  
Number of Samples Tested: One (1)

Acceptance Criteria:

Proof Load: No structural breakage or failure that would cause personal injury.

Results:

The sample meets the acceptance criteria.  
Refer to Figures 1-2 for photographs.



Figure 1. Distributed Horizontal Surface Static Load Procedure  
1000 lb. Load



Figure 2. Distributed Horizontal Surface Static Load Procedure  
2000 lb. Load

**TERMS AND CONDITIONS**

**The following terms and conditions apply to all work performed by Intertek ETL ENTELA (Intertek) and supercedes and/or replaces terms and conditions of Client's purchase order unless specifically exempted in writing by an officer of Intertek.**

1. Intertek represents to the Client that testing is done in accordance with standard procedures as applicable and that reported test results are accurate within generally accepted commercial ranges of accuracy, unless a specific measure of greater accuracy has been agreed to in writing by Intertek and the Client.
2. Intertek reports apply only to the specific sample(s) tested under stated test conditions and test results are not necessarily indicative of the qualities of apparently identical or similar test or operating conditions. Intertek shall have no liability for any deductions, inferences or generalizations drawn by the Client or others from Intertek reports.
3. When Intertek performs services, its work and reports are not governed by the Uniform Commercial Code. Except as stated in Paragraph 1, Intertek disclaims all warrants of merchantability or fitness for a particular purpose.
4. The Client shall not advertise or publish the name, the seal or servicemark, reports, test results, documentation or procedures of Intertek without written authorization from Intertek. Any test reports provided to Client by Intertek shall not be reproduced **except in full** without the approval of Intertek. The Client's actual or threatened failure to abide by this Paragraph 4 may result in legal action by Intertek for injunctive and other relief.
5. Payment for the services rendered is the obligation of the Client issuing the purchase order or accepting the proposal. The obligation is not contingent on any specific result from Intertek's services and may not be assigned without the written permission of Intertek.
6. If services are to be supplied to a Client who has not established credit with Intertek, or in connection with a legal action, a retainer equal to the estimated cost is required with the order, which retainer may be applied at Intertek's option to its final billings. The minimum retainer required for services to be performed in connection with a legal action is \$1,000.
7. If the service to be performed requires more than one (1) month for completion, Intertek will make monthly billings of the approximate percentage of the work completed each month, supplying with the interim invoice a progress report showing accomplishments to date. Terms of all invoices shall be net 30 days upon receipt of invoice.
8. If the Client desires forensic testing services, the Client must mark each test sample and supporting documents and the test authorization form conspicuously as "LEGAL". Unless otherwise indicated in writing, prices quoted or charged by Intertek do not include charges for any court appearance, records retrieval/storage, expert witness testimony, deposition, or affidavit, or preparation thereof, in connection with forensic testing services. Such charges will be computed at Intertek's then prevailing hourly rates, plus expenses. All such charges must be prepaid by the Client prior to such appearance, testimony, deposition or affidavit and, where required by law, the Client at the Client's expense must obtain advance court approval of charges.
9. In the event that Intertek, as a result of an order or subpoena issued by a court, is called upon to produce or testify in respect to a report, it will advise the Client of the fact and the time and place of the scheduled hearing, if reasonable advance notice is given to Intertek. If the Client has any objections to Intertek complying with such order or subpoena, it will be the Client's obligation to present such objections to the court at or prior to the time specified in such order or subpoena, and to give timely notice to Intertek of the results.
10. Sample(s) will be destroyed thirty (30) days after the date of the final report, unless the Client indicates otherwise in writing before the expiration of said 30-day period. **Tested samples shall be returned at Client's expense including return charges and cost of insurance against risk of loss or damage of goods.**
11. Prices quoted by Intertek are subject to change if not accepted by the client within thirty (30) days, or if the work involved is not commenced within forty-five (45) days of such acceptance through no fault of Intertek.
12. Intertek's liability is limited as follows:
  - a.) The Client agrees to limit Intertek's liability arising from Intertek's professional activity, errors, or omissions, such that the total aggregate liability of Intertek shall not exceed Intertek's total fee for services rendered on the project in question, except in the case of a finding of gross negligence or willful misconduct on the part of Intertek by a court of competent jurisdiction.
  - b.) Intertek shall be discharged from all liability to the Client for all claims for loss, damage, or expense unless a claim is made within three (3) months of the date at which damage, defect or alleged non-performance became apparent to the Client, and the process of law served no later than two (2) years from the provision of services by Intertek.
  - c.) Intertek shall not be liable to Client for any consequential damages incurred by the Client due to the fault of Intertek, regardless of the nature of this fault, whether it was committed by Intertek, its employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
  - d.) The Client agrees to extend any and all limitations, indemnifications, and waivers provided by the Client to Intertek and to those individuals and organizations Intertek retains for execution of work. These shall be deemed to include but not necessarily limited to Intertek's officers and employees and their heirs and assigns, as well as Intertek's agents, subcontractors, and their officers, employees, heirs and assigns.
  - e.) Client acknowledges that testing, including sample preparation and transportation, may damage or destroy Client's property. Client agrees to hold Intertek harmless from any and all responsibility for such alteration.
  - f.) The Client agrees Intertek shall not be responsible for any injuries to the Client representatives while attending to or observing testing at Intertek's facility. If testing takes place at the Client's facility, Client agrees that Intertek will not operate and shall not be responsible for any of Client's equipment and that although Intertek agrees to abide by Client's safety procedures, Intertek shall not be responsible for injury to any of Client's personnel.
13. Any order or agreement for testing services by Intertek may be terminated in writing by the Client before completion thereof with Intertek's written consent in which event the Client shall pay to Intertek an amount to be determined by Intertek as being sufficient to reimburse Intertek for all direct and indirect costs and expenses, including (but not limited to) supplies, materials, labor, and overhead incurred with respect to the order or agreement through the date of termination.
14. Intertek shall not be liable for any failure or delay in performance which is caused in whole or in part by fire, flood, accident, riot, war, operation of law, government action, strikes or other labor disturbances, fuel shortages, or any other cause beyond the control of Intertek.
15. All contracts between Intertek and the Client, shall be deemed to be made in and governed by the laws of the State of Michigan.
16. Should Intertek be required to subcontract any testing or other services, the Client will be informed of such arrangement either verbally or in writing. Intertek shall have no liability for any deductions, inferences, or generalizations drawn by the Client or others from subcontractor's data.
17. It is the Client's responsibility to understand the procedures utilized in the testing process. Any action taken by a Client based on any consulting, recommendations, results, observations, conclusions, discussions, or data as provided by ENTELA, Inc. the sole responsibility of the Client.