



## TERMS AND CONDITIONS OF SALE

### PRICES

Prices quoted are firm for 30 days from the date of this proposal, provided completion can be accomplished within manufacturer's current delivery cycle. Prices quoted include applicable sales, use, or excise taxes. Buyers who are exempt from taxes shall provide the seller with copies of exemption certificates upon acceptance of this proposal.

### CANCELLATIONS/CHANGES IN REQUIREMENTS

Our order confirmation is final and binding, any subsequent changes or cancellations are dependent on Dealer and Manufacturer approval. Resultant charges from Manufacturer shall be borne by the buyer. A restocking fee of 30% may be imposed for all approved cancellations.

### DROP SHIPMENTS

In those cases where the buyer elects to receive shipments on a direct basis: i.e. where shipments are made direct from manufacturer to buyer without the seller's involvement, the following shall apply:

1. The buyer shall be responsible for unloading shipment from carrier's truck.
2. The buyer shall be responsible for inspection for damage and notation on carrier's freight bill.
3. The buyer shall call the carrier for inspection of damage and completion of damage claim report.
4. The buyer shall notify the seller of damage and convey all papers concerning damage to the seller.
5. The buyer is responsible for all assembly and installation of purchased furniture.

### DELIVERY AND INSTALLATION

In the event that delivery and/or installation is required as a part of the proposal, the following shall apply:

1. **Condition of Job Site** - the job site shall be clean, clear and free of debris prior to installation.
2. **Job Site Services** - electric current heat, hoisting and/or elevator service will be furnished without charge to seller. Adequate facilities for off-loading, staging, moving, and handling of merchandise shall be provided.
3. **Delivery During Normal Business Hours** - delivery and installation will be made during normal working hours. Additional labor costs resulting from overtime work performed at the buyer's request will be passed on to the buyer.
4. **Erection & Assembly** - seller's ability to erect or assemble furniture shipped knocked down or to permanently attach, affix or bolt in place movable furniture may be dependent upon jurisdictional agreements between trade unions at the job site. If jurisdictional disputes or agreements affecting the job site result in any costs or penalty to the seller over and above contract price including, but not limited to, costs or penalties payable to a union with which the seller has a collective bargaining agreement, purchaser agrees to reimburse the seller for all such costs or penalties. Delivery of unusual items requiring special handling such as insulated files, etc., shall be charged to purchaser at applicable commercial rates for such handling.
5. **Protection of Delivered Goods** - furnishings delivered and brought onto the job site as scheduled shall be inspected and conditionally accepted by the customer. The responsibility for the security and safeguarding of the delivered furnishings shall at that time pass to the buyer.

### DELAYS

In the event that construction delays, customer delays, or other causes not within our control force a slow down or postponement of delivery or installation services, related charges will be passed on to the buyer. Delay charges include transfer, storage, resource re-allocation and other direct charges incurred. Delays trigger billings as if delivered.

### GENERAL LIABILITY

No liability shall accrue against the seller as a result of any breach of these terms and conditions resulting from any strike, lockout, work stoppage, accident, act of God, or other delay beyond the seller's control.

### PAYMENT TERMS

Terms of sale are net 10 days from date of invoice. A service charge of 1.5% per month (18% per annum) will apply to all delinquent accounts and will be added to the balance outstanding. A minimum deposit of 50% is required with all orders unless terms have previously been established. All orders over \$100,000: 40% progress payment invoiced upon product shipment. The remaining balance invoiced upon completion of project punch list. Partial deliveries or services are to be paid for upon presentation of invoice covering each partial shipment or service. Payment with MasterCard, VISA and American Express credit cards are subject to a 2.5% merchant fee which will be added to the order, subject to applicable sales tax.

### Authorized

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and  
Title: \_\_\_\_\_

