



## TERMS AND CONDITIONS OF SALE

### PRICES

Pricing valid 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 delivery and installation involvement, the following shall apply:

1. The buyer shall be responsible for unloading shipment from carrier's truck, inspecting for damage and notating on the carrier's freight document, and contacting the carrier for inspection of damage and completing a damage claim report.
2. The buyer shall notify the seller of damage and convey all documents concerning the damage.
3. The buyer is responsible for all assembly and installation of purchased furniture.

### DELIVERY AND INSTALLATION

When 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** – electricity, 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. **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 pass on to the buyer at that time.

### DELAYS

In the event of 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 invoicing 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 are Net 10 Days from date of invoice. A minimum deposit of 50% is required before order entry.

For orders over \$100,000: 50% deposit prior to order entry, 40% due Net 10 from product shipment, and the remaining balance Net 10 from punch list completion.

Partial deliveries or services are to be paid Net 10 upon presentation of invoice covering each partial shipment or service. Payment with MasterCard, VISA and American Express are subject to a minimum 2.5% merchant fee which will be added to the order and subject to applicable sales tax. A service charge of 1.5% per month (18% per annum) will apply to all delinquent accounts.

### Authorized

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

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