

## TERMS AND CONDITION OF SALE

**CUSTOMER ORDER:** A customer order is consider bonafide and **Workspace Interiors, Inc.** is obligated to perform to the order specifications when the customer confirms the order in writing by (1) Issuing a purchase order, (2) Authorizing letter or signs a Customer Agreement.

**TAXES:** Prices do not include any applicable sales, use, excise or any other tax, Any applicable taxes will be added to prices at time of invoicing and the buyer agrees to pay same. Buyers exempt from taxes will furnish Certificates of Exemption.

**CANCELLATION AND CHANGES:** In the event that this proposal is accepted (confirmed) by the buyer and becomes an order, it is understood and agreed that the seller's order confirmation is final and any subsequent changes are subject to seller's ability to conform and are dependent upon factory approval. Changes to quantity or specifications are subject to approval by the manufacturer. Resulting additional charges from the manufacturer shall be paid by the buyer. All requests for changes in quantity or specifications shall be delivered to the seller in writing.

**FREIGHT:** All actual freight bills from manufacturers/carriers are billed separately.

**DELIVERY AND INSTALLATION:** In the event that delivery and/or installation is required as a part of this proposal, the following provisions shall apply:

1. Conditions 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 provided without charge to seller. Adequate facilities for off-loading, staging, moving and handling of merchandise shall be provided.
3. Storage Space – Provided merchandise does not arrive at the site earlier than the date requested, sale and adequate storage space will be provided by the buyer. If the space provided requires a storage cost, such cost will be reimbursed by the buyer. If the space provided is inconveniently located or on another floor, the extra cost of transporting to and from storage will be reimbursed by the buyer. If the merchandise must be moved due to progress of other trades or other reason, the extra cost of such moving will be reimbursed by the buyer.
4. Damage – After arrival at the site, any loss or damage by weather, other trades such as painting or plastering, fire or other elements, shall be the responsibility of the buyer, and the buyer agrees to hold the seller harmless from loss for such reasons.
5. Insurance – Public Liability. Workmen's Compensation, Property Damage, Automotive and Occupational Disease insurance are carried by the seller and certificates will be delivered upon request. Fire, Tornado, Flood and other insurance at the site will be provided and paid for by the buyer.
6. Delivered Goods – Good delivered and brought onto the job site as scheduled shall be inspected by the customer or his agent for damage and count verification and the customer will sign for the goods as received, clearly noting any exception as to condition and/or count.

**CLAIMS.** Claims for transportation damage will be prosecuted by the seller and damaged merchandise will be repaired to the satisfaction of the buyer or merchandise replaced.

**WARRANTY.** All furniture is warranted by the seller to be free from defects in materials and workmanship for a period of six (6) months from date of delivery unless otherwise specified.

**DELAYS.** In the event that construction delays or other causes not within seller's control force postponement of the installation, the furnishings will be stored until installation can be resumed, and will be considered accepted by the buyer for purposes of payment. In such event the buyer shall reserve the right to withhold 10% of the invoice amount of such shipments against the completion of the contract. Transfer and storage charges shall be paid by the buyer.

**PAYMENT.** Acceptance of delivery constitutes acceptance of the merchandise as delivered. Merchandise will be invoiced after delivery. The buyer agrees to pay each invoice within 15 days of the invoice date.

No payment shall be withheld on any invoice because of partial delivery of the entire order.

The buyer agrees to pay a finance charge of 1 ½% per month at the annual percentage rate of 18% on all delinquent invoices as well as expenses, attorney fees and court costs which seller incurs by reason of buyer's default.

Title to the subject merchandise will pass from the seller to the buyer when the full purchase price and all other charges due under this agreement are paid in full.

**NO OTHER AGREEMENTS.** There are no other agreements expressed or implied other than those specified herein and those set forth in the specifications attached. The terms and conditions set forth herein and in the above mentioned documents may not be varied except upon the written approval of both buyer and seller.