

**I. ACCEPTANCE**

Acceptance of an order by Workspace Interiors, Inc. ("Seller") is conditioned on the receipt of the required deposit, Buyers signed acceptance of both the Sellers Quotation and Terms and Conditions of sale, and Sellers approval of Buyers authorized purchase order.

**II. PAYMENT TERMS**

Invoicing will occur in accordance with the provisions of the quotation, payment is due (10) days after date of Sellers invoice. A service charge of 1.5% per month 18% per annum will apply to all delinquent payments and will be added to the balance outstanding.

Payments by credit or debit card will incur an additional surcharge equal to Seller's incurred transaction discount fee. Discount fees vary by credit card payment network.

**III. DEPOSITS**

The Buyer is required to pay a deposit on every purchase order. The deposit will be the greater amount of the manufacturer's required payment for order placement or 1/2 of the total order.

**IV. PRICES**

All price quotations are subject to change and extra charges may apply. Unless otherwise noted, price quotations do not include freight, delivery, installation, services, special packaging and handling or any applicable sales, use, excise or any other tax. Buyer agrees to pay any and all applicable taxes. Buyers that are exempt from taxes will furnish valid Certificates of Exemption prior to order placement.

**V. CUSTOMER DELIVERY DATE**

Seller and Buyer will determine mutually agreeable Customer Delivery Date for each order. Order placement, delivery, installation and job site preparation will be scheduled in conformance with such date.

**VI. CHANGES or CANCELLATIONS**

Order changes or cancellations prior to shipment are subject to Seller and/or manufacturer approval. Buyer is responsible for the payment of all costs incurred due to a change or a cancellation and, if applicable, must provide revised purchase orders and other documentation required by Seller. Workspace Interiors will be reimbursed for all travel and per diem expenses incurred when out of town travel or services beyond the normal scope are required.

**VII. PROJECT PLANNING**

When Seller provides for new furniture purchases, basic project planning services are provided plus two revisions with no additional fee. This would include basic services in the following areas: Pre-planning, Specification, Contract Documentation and Installation Administration. Revisions and changes may be made during the study stages of work. In the event that extra drafting time or other expenses are incurred by us due to changes requested by Client, after your acceptance of the original design and specification, such expenses will be billed to you at our regular hourly rate charges plus other costs incurred. Changes or Revisions will be made only upon written authorization by the Client.

**VIII. QUOTATIONS**

All Quotations have been prepared for the internal use of the Customer named and remains the exclusive property of Workspace Interiors. No part of the Quote may be reproduced and/or distributed without written consent of Workspace Interiors, Inc.

**IX. DELIVERY AND INSTALLATION**

In the event that delivery and installation are required, certain additional conditions will apply including the following:

- A. Condition of Job Site—The job site shall be clean and clear of debris prior to delivery and installation. Delivery and installation encumbrances which necessitate additional labor costs will result in extra charges, which Buyer agrees to pay.
- B. Job Site Services—Electric current, heat, hoisting and/or elevator service will be furnished without charge to Seller unless prior arrangements are agreed. Adequate facilities for off loading, staging, moving and handling of product shall be provided.
- C. Storage—Product (unless specified differently) will be received in Seller's warehouse based on Buyer's anticipated delivery date. Seller will, subject to space availability, continue to hold such product in its warehouse at the Buyer's request at no charge for (15) days. Upon expiration of the (15) day period, product will be deemed delivered and will be invoiced as if delivered, and normal storage and transfer charges will be assessed.
- D. Delivery during Normal Business Hours—Delivery and Installation will be made during normal business hours. The buyer will pay additional labor costs resulting from overtime work performed at Buyer's request unless agreed to in proposal.
- E. Freight Policy—Seller is responsible for freight claims on factory direct and warehouse shipments. Freight claims on drop shipments, where Buyer assumes title upon factory shipment, are the Buyer's responsibility.
- F. Erection and Assembly—If trade regulations in force at the time of installation require the use of a tradesman at the job site; all resulting additional costs will be paid by Buyer unless agreed to in advance.
- G. Damage—After product arrival at job site, any loss or damage for any reason including weather, other trades, or fire, shall be the responsibility of the buyer who agrees to hold Seller harmless for such losses or damage.
- H. Insurance—Public Liability, Workers Compensation, Property Damage and Automotive insurance are carried by the Seller and certifications will be provided upon request. Fire, Storm, Flood and other insurance applicable to a specific job site for the product will be provided and paid for by the buyer.
- I. Delays in Shipment—Seller shall not be liable for delays, damages, or losses due to strikes, lockouts, fire, explosions, weather, Acts of God or other causes beyond its control, including but not limited to delays caused by the manufacturing of the product.

**X. WARRANTIES AND LIMITATIONS OF LIABILITY**

Seller warrants all products to be free from defects in material and workmanship for the length of time of the manufacturer's warranty. This warranty is limited to defective parts and product. Buyer agrees that its sole and exclusive remedy shall be for the replacement of defective parts and/or product and that no other remedy (including, but not limited to, incidental or consequential damage, business losses, or injury to person or property) shall be available.

THESE TERMS AND CONDITIONS SUPERCEDE ALL OTHER TERMS AND CONDITIONS APPEARING ON THE BUYERS PURCHASE ORDER OR OTHER DOCUMENTS AND ALL ORAL COMMUNICATIONS OR UNDERSTANDINGS RELATING HERETO UNLESS OTHERWISE AGREED IN WRITING. [END]