

**WorkSpace Interiors, Inc.
Terms and Conditions**

(WorkSpace Interiors, Inc. is hereafter referred to as “Seller.” Customer is hereafter referred to as “Buyer.”)

1. QUOTATIONS AND ORDERS:

- A. TERM:** All prices guaranteed for **5 business days** from the date of quotation unless otherwise indicated on the quote. It is based on current manufacturer pricing and expected delivery date from the manufacturer as agreed in "**I. DELIVERY AND/OR INSTALLATION TIMELINE (TIMELINE).**"
- B. BUYER ORDER:** A Buyer's order constitutes a binding contract. Seller is obligated to fulfill the order specifications when the Buyer provides written confirmation through any of the following actions, each of which shall be considered as legally binding as a purchase order: (1) issuing a purchase order, (2) providing an authorization letter, (3) signing a Seller Agreement, (4) signing a Quote, (5) sending an email, or (6) any other written correspondence instructing Seller to proceed with the order.
- C. CANCELLATIONS, CHANGES, AND RETURNS:** If this Quote is accepted (confirmed) by the Buyer (See BUYER ORDER), it is understood and agreed that any subsequent changes are subject to the Seller's ability to conform and are dependent upon manufacturer or vendor approval. Changes to quantity or specifications are subject to approval by the manufacturer and may affect timelines for Delivery and Installation and the need for Storage. There will be additional charges due to changes made after a Buyer order is confirmed. Returns that the Seller approves will incur a restocking fee. All requests for changes in quantity or specifications shall be delivered to the Seller in writing.

2. INVOICING:

- A. DEPOSIT AND TIMING:** A deposit of 65% of the quote is due within 7 days of the Buyer order. New customers will be required to pay 100% on their first order.
- B. INVOICING:** For Orders greater than \$100,000, the Buyer will generally receive 3 invoices: Deposit, Progress, and Final. Buyer will be invoiced a deposit invoice as referenced above at the time of order. When the majority of product related to the order has been received by the Seller, the Seller may, at their discretion, invoice for an additional amount as would represent up to 95% of the order. The Buyer will receive a final invoice at the job's end for any remaining balance.
- C. PAYMENT TERMS:** The Buyer agrees to pay each invoice within 15 days of the invoice date. The Buyer agrees to pay a finance charge of 1.5% 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.

3. OTHER CHARGES:

- A. CREDIT CARD PROCESSING FEES:** Payment by credit or debit cards will incur an additional processing fee as imposed by the various credit card payment networks.
- B. FREIGHT:** The Buyer shall be responsible for freight. Freight is estimated at the time of quoting and is subject to change when an order is placed.
- C. STORED MATERIAL/PRODUCT RECEIVED:** The Buyer's order will specify the location of shipment and the duration of any planned storage. If product is shipped to the Seller's warehouse, the Buyer will be billed a storage fee per square foot for a 30-day period and each subsequent 30-day period that the product is in storage (see INVOICING and DELAYS).

4. DELIVERY AND INSTALLATION:

- A. RESPONSIBILITIES:** If delivery and/or installation is required as a part of this proposal, the Seller will perform such services.
- B. JOB SITE:** The job site shall be clean, clear, and free of debris prior to installation. If the site is not ready or other trades inhibit work, there may be additional charges and/or delay of installation. Electric power (120-volt single phase), climate control, hoisting and/or elevator service will be provided without charge to the Seller. Adequate facilities for off-loading, staging, moving, and handling of merchandise shall be provided by the Buyer
- C. CLAIMS:** Claims for transportation damage will be prosecuted by the Seller and damaged product will be repaired to the satisfaction of the Buyer or product replaced.
- D. STORAGE SPACE:** Provided product will not be scheduled to arrive at the site earlier than the date requested. If storage is required, safe and adequate space will be provided by the Buyer based on the Seller's consultation. At the Buyer's request, the Seller may provide the space, which will result in a storage charge that will be the responsibility of the Buyer. In the event of changes in the plan for delivery of the product after the Buyer Order, there will be additional charges for transportation and handling. Additionally, if the product must be moved due to progress of other trades or other reason, this will result in additional charges that will be the responsibility of the Buyer.
- E. DAMAGE:** After arrival at the site, any loss or damage caused 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.
- F. 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 any other insurance at the site that is deemed necessary will be provided and paid for by the Buyer.
- G. DELIVERED GOODS:** Product delivered and brought onto the job site as scheduled shall be inspected by the Buyer or Buyer's designated contact for damage and count verification, and the Buyer will sign for the product as received, clearly noting any exception as to condition and/or count.
- H. COORDINATION WITH BUYER CONTACT:** Buyer shall designate one person to coordinate the receipt, acceptance, and installation of product between the Seller and Buyer. Buyer contact will be available on site for signoffs on finished spaces.
- I. DELIVERY AND/OR INSTALLATION TIMELINE (TIMELINE):** The Timeline will be established at the time of the order. The Timeline will be based on the BUYER's requested date and the Vendor/Manufacturer's ability to adhere to the dates and the Seller's ability to perform. Delivery and/or installation will be made during normal business hours (Mon-Fri 8am-5pm) unless otherwise noted on order (or quote). If overtime, weekends, or other nonstandard hours are required, the Seller will present a change order for the rate differential before the work is performed.
- J. DELAYS:** If delays from the established Delivery and Installation Timeline (see TIMELINE section) occur, the product will be stored until installation can be completed. The Buyer will be invoiced for product in accordance with INVOICING section. Transfer and storage charges resulting from the delay shall be paid by the Buyer.
- K. MANUFACTURER DELAYS:** The Seller is a reseller of products that are manufactured by other entities. If a manufacturer has a product delay that will result in changes to the TIMELINE, the Seller will notify the Buyer's Contact (See H. COORDINATION WITH BUYER CONTACT) as soon as practical. The Seller will work with the Buyer to minimize the delay or disruption caused by such delay and may be able to assist the Buyer with the sourcing of a temporary solution. Temporary solutions may incur additional costs to be passed along to the Buyer.

5. ADDITIONAL TERMS:

- A. WARRANTY:** All product is warranted by the Seller to be free from defects in materials and workmanship for 6 months from delivery date unless otherwise specified by the manufacturer.
- B. TAXES:** Prices do not include any applicable sales, use, excise, or any other tax unless noted otherwise. Any applicable taxes will be added to prices at time of invoicing and the Buyer agrees to pay the same. Buyers exempt from taxes will furnish Certificates of Exemption.

- C. TITLE AND RISK OF LOSS:** In general, title and risk of loss to the subject product will pass from the Seller to the Buyer as the Buyer is invoiced for the product or until such time as the product is delivered to the job site (See 4.G DELIVERED GOODS), whichever is earlier. The Buyer acknowledges a lien on product until all invoices are paid in full.
- D. BUYER POINT OF CONTACT:** The Buyer shall be responsible for identifying a point of contact to provide approval, make decisions, and receive notices from the Seller.
- E. FORCE MAJEURE EVENT AND TARIFFS:** Quotes or Orders may be delayed, altered or rendered impossible by acts of God, war, civil commotion, governmental action, economic disruption, fire, storm, flood, explosion, national strikes or walkouts, other industrial disturbances, or any other cause that is beyond its reasonable control ("Force Majeure Event"). In the event of any such Force Majeure Event, the Seller will provide notice of any anticipated effect to the Buyer as soon as possible.
- F. VENDOR SURCHARGES:** Vendor surcharges, including tariffs or tariff recovery fees, not included in quote or order will be passed to the Buyer.
- G. 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. This quotation has been prepared for the named Buyer and remains the exclusive property of WorkSpace Interiors, Inc. No part of this document may be reproduced and or distributed without the express written consent of WorkSpace Interiors, Inc.

(Revised March 13, 2025)