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“TERMS AND CONDITIONS”

PRICES - Prices quoted are firm for thirty (30) days from date of proposal. Prices do include applicable sales tax unless a tax exempt certificate is furnished by the Customer prior to the proposal.

ACCEPTANCE - Acceptance of the proposal is only upon receipt via mail, fax or e-mail by Seller of a copy of the quote signed and dated by the Customer. The date of the order is the date Seller receives the Customer's signed quote and/or Customer's purchase order and a 50% deposit as per payment terms below.

CANCELLATION - Due to the custom nature of orders, once an order is placed, it may not be cancelled. Customer will be responsible for full payment of the order including applicable sales tax.

PAYMENT TERMS - Upon approved credit, our terms of sale are: A 50% deposit is required to place all orders for new Customers, and a 50% deposit is required on all orders over \$1,000 for existing Customers. Payment in full of net total price is due upon completion of delivery and installation. Invoices will be mailed upon delivery and installation of job. A delinquency charge of 1.5% assessed monthly against any amounts not paid within these terms will be added to such amounts. Assuming timely notice of shortages, damages, or errors as provided under “Delivery and Installation” below, payment may be withheld in the amount of a maximum of 15% for merchandise invoiced, but not received or received in an unacceptable condition until the situation is remedied. Payment may not otherwise be held. Seller will invoice the Customer for merchandise and services delivered and/or installed after each designated phase of the project. This invoicing schedule is to be agreed upon at the time of order entry. After completion of any outstanding situation, payment is immediately due in full. There will be a \$25 fee for all returned checks.

DELIVERY AND INSTALLATION - Prior to installation, the job site shall be clean, clear, and free of debris. The area(s) will be complete and ready for furniture receipt and installation. Any delays caused by the preparation of the building will be billed on a time and material basis to the Customer. Electricity, heat, light, and elevator service will be provided without charge to the Seller. Adequate facilities for off-loading, staging, moving, and handling of merchandise will be provided without charge to the Seller.

Delivery and installation will be made during normal business hours (Monday – Friday 7:00am – 3:30pm). Customer shall be solely responsible for additional labor costs resulting from overtime work at the Customer's request. Merchandise shipped direct to the Customer from the Manufacturer will be the responsibility of the Customer. Customer must report shortages, damages, or errors with respect to such merchandise, in writing within five (5) days of the delivery date. Seller will thereupon repair or replace, as necessary, such merchandise as has been damaged at the time of the Customer's receipt by persons other than the Customer or those under the Customer's control. All other merchandise shall be deemed to have been fully accepted by the Customer subject only to final installation thereof to be performed by the Seller. Damaged merchandise must be made available for inspection and/or removal by Seller in order to expedite the resolution process.

Merchandise delivered and brought onto the job site by Seller or shipper as scheduled shall be inspected and fully accepted at the time of delivery by the Customer, subject only to any final installation thereof to be performed by the Seller. Failure to report any shortages, damages, or errors in writing at the time of delivery, will constitute Customer's full acceptance of the merchandise. Client will dictate the use of union or non-union labor. If it becomes necessary to utilize union labor after the project has started, Seller will make every effort to do so without affecting the time schedule allowed. However, Seller will not be responsible for delays caused by the need to switch out the labor force. If it becomes necessary to use union labor on this project, additional fees will be required and Customer shall be solely responsible for such additional fees.

Delivery shall be subject to and contingent upon strikes, labor difficulties, not, civil unrest or fire delay, or defaults of common carriers, failure to curtailment in the Seller's usual sources of supply, government decrees or orders, or, without limiting the foregoing, any other delays beyond the Seller's reasonable control, and the Seller shall not be liable for any loss or damage arising therefrom.

DELAYS - Prices quoted are based on delivery and invoicing of merchandise as available in whole or in part or after scheduled delivery date. Should Customer be unable to receive merchandise as agreed, merchandise available for delivery will be invoiced for 90% of order with balance due upon delivery to site. If the Customer is unable to accept delivery after a period of thirty (30) days beyond original date, additional storage charges will apply. Seller will encounter no delays caused by third party involvement, including deliveries out of Seller's control. Any delays caused by third party involvement will be billed on a time and material basis.

GENERAL LIABILITY - No liability shall accrue against the Seller as a result of any breach of these terms and conditions resulting from any work stoppage, act of God, unauthorized delays by the Manufacturer, or other delay beyond Seller's control.

WARRANTY - Product is warranted as stipulated by each Manufacturer. Labor is warranted for a term of one year from the Customer invoice date at no charge to the Customer. After one year, if Manufacturer warrants the parts, they will be replaced, but Customer will be responsible for labor to make the repair, including travel time on a time and material basis. If the Manufacturer does not warrant the parts, Customer will be responsible for the cost of the parts and labor, including travel time on a time and material basis.

MISCELLANEOUS - Terms and conditions as set forth herein may be altered only upon the written approval of both the Seller and the Customer. Parties agree to conduct transactions via mail, fax or e-mail.

*****BY SIGNING THE QUOTE AND/OR PROVIDING A PURCHASE ORDER TO SELLER, CUSTOMER ACKNOWLEDGES RECEIPT AND ACCEPTANCE OF THE TERMS AND CONDITIONS IN THIS DOCUMENT.**