

Customer Name: \_\_\_\_\_ Quote #: \_\_\_\_\_



## **TERMS & CONDITIONS**

### **1. ORDERS**

Buyer's order will not be processed until Seller has approved and accepted these Terms & Conditions, by initialing each line item below and signing on page 2.

\_\_\_\_\_ **Acceptance of these Terms & Conditions acts as an acceptance of each line item on quote, please review each line item is correct prior to signing.**

\_\_\_\_\_ Acceptance of these Terms & Conditions acts as an acceptance of corresponding drawings and specifications, if applicable. Please review thoroughly prior to signing.

### **2. PAYMENT**

\_\_\_\_\_ A 50% deposit is required for all special orders, for both Charge and Cash (COD) Accounts.

\_\_\_\_\_ **Non-Charge Accounts:** Remainder of balance due before or upon delivery.

- All Non-Charge Account Orders over \$5,000 will incur a 2.5% Processing Fee.

\_\_\_\_\_ **Charge Accounts:** Terms are Net 30 days from invoice date (If Buyer currently has a Charge Account in Good Standing)

- Charge Account Customers: credit cards will be accepted with no processing fee within 20 days from invoice; after 20 days, a 2.5% processing fee will apply.
- Unpaid invoices past the due date will accrue interest at 1.5% per month or the maximum amount allowed by law. All fees, including reasonable attorneys fees, incurred in collection of monies due to the Seller will be paid by Buyer. Buyer may reject and withhold payment only for furniture noted on a delivery ticket or punch list as rejected, but in no event may Buyer withhold payment for more than 10% of an invoice.

### **3. CANCELLATIONS**

\_\_\_\_\_ All or part of a furniture special order cannot be cancelled or changed after order is placed. If Buyer cancels after an order is initiated, Buyer will pay all charges incurred through cancellation date including any applicable restocking fees. These charges vary based on specific manufacturer policies, many of which do not allow any cancellations.

### **4. RETURNS**

\_\_\_\_\_ Manufacturers do not accept the return of furnishings. Merchandise may not be returned or replaced, credit or deduction taken, or refund requested without prior written authorization from Seller and payment by Buyer of restocking, pick-up, uninstall and freight fees. Damaged or defective items will be repaired or replaced by manufacturer.

### **5. PRICES**

\_\_\_\_\_ Prices quoted are valid for 30 days, or within calendar year if quoted during the month of December (due to manufacturer annual price increases).

### **6. DELIVERY AND INSTALLATION**

\_\_\_\_\_ Business Hours: Normal working hours are from 8:00am – 5:30pm, Monday through Friday unless otherwise noted and agreed to, excluding holidays. Overtime labor costs will be added when overtime work is performed *at the Buyer's request* or if Seller incurs additional labor costs *due to unfavorable building conditions*, through no fault of Seller.

\_\_\_\_\_ **Condition of Job Site:** The job site will be clean and free of debris prior to delivery and installation. If other trades on the job site or any activity of the Buyer delay the installation, the Buyer shall pay any applicable fees. *It is the Buyer's responsibility to clear the area prior to the start of the installation.* Buyer is responsible for moving computers and all related equipment.



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\_\_\_\_\_ Building Electrical Connections: It is the responsibility of the Buyer to make electrical connections from the building power supply to the furniture and/or panel systems unless otherwise agreed to. Data and telephone cabling is also the responsibility of the Buyer.

\_\_\_\_\_ Protection of Delivered Goods: Property damage/replacement insurance costs are the responsibility of the Buyer. *Buyer is responsible for all loss or damage by trades such as painting or plastering, electrical or telephone installation, fire or other elements.*

\_\_\_\_\_ Storage: If Buyer is unable to take delivery of product processed through Seller's distribution center, at the agreed upon date, Seller, at Buyer's request, will store the product for the Buyer for a 30 day period at no charge to the Buyer. After 30 days, storage and handling fees will apply and will be paid by Buyer. Delay of direct deliveries to the Buyer's site will incur storage and handling fees and will be paid by the Buyer, unless otherwise agreed upon.

\_\_\_\_\_ **Scope:** Any services requested outside the original scope of work will be considered as a change order and will be subject to billing at the current hourly rate. *This includes, but is not limited to;* moving any existing items not ordered through seller, rearranging site in any way to enable delivery to be made and/or any delays caused by Buyer while Seller's installation crew is on jobsite as scheduled.

**7. INDUSTRY STANDARDS**

\_\_\_\_\_ All merchandise, including veneers, are subject to reasonable variations in color, pattern, grain and finish according to the trade customs of the industry. These variations, or any subtle changes over time, are not considered defects.

\_\_\_\_\_ All Used Furniture, /DM, Rental Returns, and Scratch & Dent Items are sold "As Is," and no warranty claims are permitted.

**8. DELAY**

\_\_\_\_\_ Seller is not liable for failure, delay or interruption in performance which is beyond Seller's control including strikes, lockouts, work stoppages, accidents, manufacturers' production schedule, trucking delays and acts of God including weather, war and terrorism.

**9. AGREEMENT**

\_\_\_\_\_ These Terms & Conditions supersede **all prior oral and written agreements** related hereof. These Terms and Conditions can only be amended in writing signed by Seller and Buyer's authorized officers. If these Terms & Conditions conflict with prior documents, these Terms & Conditions control. These Terms and Conditions are governed by the laws of the State of Alabama, without regard to its conflict of laws and provisions. Buyer waives application of Article 2 of the Uniform Commercial Code. If any term of these Terms and Conditions is invalid, illegal or unenforceable it will not apply but the remaining terms will continue to apply. Headings are for reference only and are not to be used in interpreting Terms & Conditions.

**10. WARRANTY**

\_\_\_\_\_ Product warranty is provided by each manufacturer. Seller disclaims all express or implied warranties.

Company Name: \_\_\_\_\_

Buyer Name (Please Print): \_\_\_\_\_

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