



TERMS & CONDITIONS OF SALE

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 at time of execution of this agreement.

FREIGHT: Freight charges are not included unless noted. All sales are F.O.B. manufacturer, unless otherwise agreed.

CANCELLATION AND CHANGES: In the event that this proposal is accepted by the buyer and becomes a contract, it is understood and agreed that it cannot be canceled except by mutual written consent. In the event of agreed cancellation, a restocking charge of no less than 50% will be imposed. It is further agreed that these terms and conditions of sale are part of and binding as terms of the contract.

The seller's order confirmation is final and binding and any subsequent changes are subject to seller's ability to conform and are dependent upon factory approval. Changes in quantity of specifications are subject to approval by seller and manufacturer. Resulting additional charges from the manufacturer shall be paid by the buyer. All requests for changes in quantity or specification shall be delivered to the seller in writing.

SUBSTITUTION CHARGE: If changes are made to the order after the order is entered, a substitution fee of \$25.00 per vendor will be charged to the buyer.

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

- 1. Condition of Job Site** -- The job site shall be clean, clear and free of trades and debris prior to, and during installation.
- 2. Job Site Services** -- Electric current, heat, hoisting and/or elevator service will be furnished without charge to seller. Adequate facilities for off-loading, staging, moving and handling of merchandise shall be provided. Proper lighting for evening work will be furnished by buyer.
- 3. Special Packaging or Handling** -- If special packaging or handling is required it will be subject to extra charge to the buyer.
- 4. Delivery During Normal Business Hours** -- Delivery and installation will be made during seller's normal working hours. Additional labor cost resulting from evening, weekend, or holiday work performed at the buyer's request will be paid by the buyer.
- 5. Customer Storage of Direct Shipped Merchandise** -- Safe and adequate storage space will be provided by the buyer. If the space provided is inadequate and requires excessive sorting or storage cost, such excess 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 reasons, the extra cost of such moving will be reimbursed by the buyer.
- 6. Storage by Seller** -- Merchandise held in OpenSquare Warehouse for consolidation or hold at the buyer's request will be assessed handling and storage charges.
- 7. Erection and Assembly** -- Seller's ability to erect or assemble furniture knocked-down or to permanently attach, affix, or bolt in place movable furniture is dependent on jurisdictional agreements. If trade regulations

enforced at the time of installation require the use of tradesmen at the site other than the seller's own installation personnel, resulting additional costs will be paid by buyer.

8. 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.

9. 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.

10. Receipt -- Buyer or Buyer's Representative must be present at time of delivery of goods to sign for and acknowledge correctness of count and condition of goods being delivered.

11. Coordination -- Buyer shall designate one person and only one to coordinate the receipt and installation between seller and buyer.

12. Title -- To the subject merchandise will pass from the seller to the buyer when the goods are identified and delivered to the carrier for transportation to the buyer's place of business. Failure of the buyer to present a written claim respecting any shipment within ten days after receipt thereof shall constitute a waiver of claims thereto.

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; except in the case of direct shipment which are the responsibility of the consignee.

WARRANTY: All furniture is warranted by the manufacturer to be free from defects in materials or workmanship. Warranty periods vary per manufacturer. No warranty of merchantability is made; further, there are no warranties made which extend beyond the description on the face of this document. The warranty made herein in lieu of all other warranties, express or implied.

DELAYS:

1. If the merchandise cannot be installed on the installation date by reason of the unavailability of the premises, causes beyond the control of the seller, or delays caused by the buyer, then the seller shall have a reasonable time to install the merchandise after the premises are available or after any other causes of delay beyond the control of the seller have been eliminated.
2. If the merchandise cannot be installed on the installation date by reason of the unavailability of the premises, causes beyond the control of the seller, or delays caused by the buyer, the furnishing will be stored (at client's in the case of a direct ship, or in Seller's Warehouse) until installation can be resumed, and will be considered accepted by the buyer for purposes of payment. Seller will provide proof of warehouse receipt. Transfer and storage charges incurred because of delays will be paid by the buyer.
3. Delays caused by the buyer, or other causes not within the sellers control will not result in any penalties or liquidated damages to the seller, nor will these delays constitute grounds for non-acceptance or non-payment by the buyer.

PROGRESS PAYMENT: The buyer agrees to pay a non-refundable progress payment prior to the placement of the order, which will be a minimum of 50% of the order, including tax. Additional non-refundable progress payments by the Buyer may be required to cover manufacturer's non-refundable deposit and/or progress payment requirements.

PAYMENT: All sales will be prepaid or C.O.D. until credit application is approved. Upon credit approval, merchandise will be invoiced either upon (a) acceptance of buyer or (b) proof of shipment for merchandise shipped customer direct. The buyer agrees to pay invoice within ten (10) days of the invoice date. No payment shall be withheld on any invoice because of partial delivery.

SERVICE CHARGE: The buyer agrees to pay a service charge of 1-1/2% 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 any default by the buyer, including non-payment.

PURCHASE MONEY SECURITY INTEREST: To secure full payment and performance of buyer's obligations to seller, buyer hereby grants to seller secured party a purchase money security interest in all of the merchandise sold hereunder, and in any proceeds thereof and any present and future attachments or additions thereto. Buyer (Debtor) agrees that a copy of this contract may be filed and will be sufficient as a financing statement under the Uniform Commercial Code in order to perfect such security interest, and further agrees to execute any other documents deemed necessary to seller (Secured Party) to give full legal effect to the provisions of this paragraph. Buyer also agrees to execute any further documents deemed necessary by seller to perfect the security interest granted hereunder. All of the rights and remedies of seller provided herein shall be cumulative and in addition to any other rights and remedies provided by law or equity. Waiver by seller of any breach of any provision hereof shall not constitute a waiver of any other breach.

NO OTHER AGREEMENTS: There are no other agreements expressed or implied other than those specified herein and those set forth, in the specifications, delivery and installation schedules etc. (List all other documents forming parts of the agreement.) 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 agreement shall be governed by the laws of the State of Washington.

Company Name: _____

Name: _____

Authorized Signature: _____

Title: _____

Date: _____