

Capital Office Systems Terms and Conditions for Quotes

The following terms and conditions are incorporated into and made a part of the Sales Agreement.

1. Quotations and Orders

- A. Term: Unless otherwise stated, all prices are quoted FOB shipping point and are guaranteed for 30 days from date of quotation.
- B. Acceptance: All orders over \$500.00 require either a hard copy, an electronic purchase order, or an approved quotation with an authorized signature and date of acceptance from the Buyer.
- C. Modification: Any modifications to an approved and acknowledged order are subject to the Seller's ability to conform and the manufacturer's approval. Changes must be made via a revised purchase order, change order, or signed and dated revised quotation. (See section 3.A)
- D. Customer Required Date: A mutually agreeable (between Buyer and Seller) delivery date is required for each order and will be used as the customer required date.
- E. Deposits: A deposit of 50% is required on all orders, unless pre-negotiated with management. Deposits are required when manufacturer(s) or service provider requires a deposit. All custom products or C.O.M. (Customer's Own Materials) require payment in full with the order and are non-cancelable.

2. Invoicing

- A. Timing: Contract furniture with related installation and other services would be invoiced after delivery of the product to the job site. Direct shipments from manufacturers will be invoiced upon shipment from the manufacturer. Services not related to purchase of product, unless otherwise negotiated, will be invoiced after the services are substantially completed, as determined by Seller.
- B. Payment Terms: For contract furniture and related installation and other services, balance is due in full net 15 days from date of invoice. For services not related to the purchase of product, balance is due in full net 15 days from the date of invoice. Buyer agrees not to withhold more than 10% payment on any invoice because of partial delivery or open punch list items.
- C. Freight: Unless otherwise noted, all applicable freight charges are not included in the price quotation and will be invoiced as a separate line item.
- D. Taxes: Unless otherwise noted, applicable sales, use, excise, or any other taxes are not included in the price quotation and will be invoiced as a separate line item Buyer agrees to pay any and all applicable taxes. If Buyer possesses tax-exempt status, a certificate of tax exemption is to be provided prior to order placement. Buyer is responsible for self-assessment of any and all applicable taxes due to jurisdictions outside of Alaska.
- E. Delays: If Buyer is unable to receive product at the job site on the mutually agreed upon customer required date, product will be deemed delivered and will be invoiced as if delivered. Standard payment terms will apply.

3. Other Charge

- A. Changes/Cancellations: Buyer will pay all additional charges from the manufacturer for order changes. Express Ship Orders cannot be changed or cancelled. All product is custom manufactured to customer specifications and, therefore, cannot be returned. Restocking programs are not available. The design department provides a quote, which allows for a specific number of design/specification and/or revision changes. Additional changes beyond the amount quoted will be billed at a standard hourly rate.
- B. Extra Handling If Site Not Ready: If job site is not available on mutually agreed upon customer required date, charges will assessed to the Buyer for additional handling or redirecting of product at a standard hourly rate, or actual charges if performed by a third party.
- C. Storage: If job site is not available on mutually agreed upon customer-required date, Seller will store product in less than truckload quantities (\$20,000 net orders), without charge for a maximum of 15 days from designated delivery date. Thereafter, a charge of \$1.65 per square foot of storage space used will be assessed and paid by the Buyer
- D. Special Packaging or Extra Handling Due to Site Conditions: Charges will assessed to the Buyer for special/excessive handling, special packaging, detention, storage and transportation incurred because

Capital Office Systems Terms and Conditions for Quotes

of site conditions, activity of other trades, or other reasons not specifically identified in the price quotation, at a standard hourly rate, or actual charges if performed by a third party.

- E. Overtime: Unless otherwise stated, delivery and installation will be made during Seller's business hours (M-F 8:00 am to 5:00 pm Alaska Standard Time). The Buyer will pay any additional labor costs resulting from overtime work performed at the Buyer's request.
- F. Partial Deliveries: Partial deliveries can be made at the request of the Buyer for an additional charge. Unplanned partial deliveries may result in a premium overtime cost. Seller reserves the right to deliver in complete or partial shipments.

4. Delivery and Installation

- A. Seller's responsibilities: Other than for drop shipments, as described in 4.c below, Seller will receive, inspect, stage, deliver and install Buyer's goods. All furnishings will be clean and put into good working order. Cartoning and packing materials will be removed and premises left in good order. When applicable, Seller may send shipments directly to the job site.
- B. Drop Shipments: In case of drop shipments where product is delivered from the Manufacturer to the Buyer, Buyer will receive and inspect ordered goods. Buyer is also responsible for filing necessary freight claims in the event of damage.
- C. Normal Business Hours: Delivery and installation will be made during Seller's normal business hours (M-F 8:00 am to 5:00 pm Alaska Standard Time)
- D. Condition of Job Site: Job site will be clean and clear of all obstructions prior to installation. Buyer will provide adequate facilities and space for unloading, staging, moving, handling and storing product at job site.
- E. Job Site Services: Buyer will furnish electrical current, heating, lighting and elevator service at job site without charge to Seller.
- F. Protection of Delivered Goods: Buyer is responsible for security and safekeeping product after delivery at job site.
- G. Risk of Loss: Buyer assumes all risk of loss, damage or disrepair after scheduled delivery/storage of product to Buyer's site or other agreed upon location for installation or storage, and shall not be released from any obligation under this agreement due to product's loss or damage following such delivery. All visible or concealed damage must be reported to Seller within 10 days of Buyer's receipt of product. Seller will make every effort to replace or repair any losses due to freight damage within the parameters of the claim processes set by the various freight carriers, only if the Seller handled the contracting of the freight involved.
- H. Delays: If product cannot be delivered to job site on mutually agreed upon customer required date because site is not ready, Buyer's delays, or Acts of God, Seller shall have reasonable time to deliver and install product when site is available after causes of delay have been eliminated.
- I. Coordination with Buyer Contact: Buyer shall designate one person (and a backup) to coordinate the receipt, acceptance, and installation of product between the Seller and Buyer.

***Confidentiality Notice**:* This quotation (including any related drawings and documentation) is confidential and intended only for the individual or entry named in the quote. It contains privilege, proprietary and confidential information that is exempt from disclosure requests under applicable law. This quotation (including and related drawings and documentation) shall not be copied, disclosed to third parties, or used in conjunction with any work or project other than this specific for which it has been prepared.