

Terms and Conditions of Sale

Quotation - Quotations set forth above shall be effective for 30 days from the date of this quotation.

Order Processing - Workplace Resource - Portland (Seller) will place Buyer's order for products and services after approval of Buyer's credit, receipt of signed contract, purchase order, or quote and deposit check. Seller will make every effort to deliver and install the product as quickly as possible; however, any delivery and/or installation dates quoted are approximate.

Deposit - Orders less than \$1,000, require payment with the order. Orders greater than \$1,000, require a 50% deposit with the order, 25% upon delivery, 25% upon installation and the balance is due 15 days from the date of invoice. The amount of the deposit is determined by prior business relationships, credit checks, and other pertinent information and may be changed at the sole discretion of the Seller.

Payment Terms - Buyer agrees to pay invoices net 15 days from date of invoice. The invoice will begin upon receipt of product in our warehouse or location. In no case is payment to be withheld for acceptable products should any portion of the job be unacceptable or undelivered. If any products are unacceptable or undelivered, Buyer may pay 90% of the invoice amount for those products delivered and acceptable and withhold 10% until completion of the job. Balance is payable 15 days after final delivery.

In the event Buyer defaults in the payment of any sum due Seller, or in the event Buyer's financial condition becomes unsatisfactory to Seller, Seller shall have the right at its option, upon notice to the Buyer, to defer or discontinue shipment of any goods until such time as the default is cleared or the Buyer provides assurances of payment to Seller, in such form, content, and/or amounts as Seller, at its sole discretion deems adequate.

A service fee of 1.5 % per month (18 % per annum) will be added to all delinquent invoices.

Custom Manufactured Products - Custom manufactured product orders require payment in full at the time of order placement. The Buyer accepts that custom product is ordered as an accommodation by Seller, and that in the case of dispute, the Manufacturer shall have full and final authority.

Storage - In the event Seller must store the Products due to installation delays, Seller shall invoice Buyer for the purchase price of the product at time of arrival in Seller's warehouse. Seller shall store all Products until installation can be resumed. Delays will incur storage and/or double handling charges. Seller shall invoice Buyer for the installation of the product upon completion of the installation.

Delivery and Installation - Delivery and installation will take place during normal working hours. If the Buyer requires expedited installation, Seller shall charge Buyer for additional costs for such expedited installation. If special packaging or handling is required, Buyer will be charged for this added cost. Buyer shall be responsible for final hardwire electrical connection of electrified furniture and furniture systems.

Seller shall install Products in conformance with specifications and plans agreed to by Buyer. Buyer shall provide safe and adequate storage for the Products upon delivery to the building site. In the event Buyer fails to provide adequate storage facilities, Seller shall be entitled to store the Products and to receive reimbursement for the cost of such storage. In the event Buyer provides storage space which is not conveniently located to the installation site, Seller shall be entitled to charge Buyer for the extra cost of transporting Products to the installation site after initial delivery.

The delivery site is to be clean and clear of debris prior to installation. Buyer shall provide electric, heat, protective flooring, elevator access, and adequate facilities for offloading, staging, moving and handling of all Products. All furniture will have clear and easy access to final placement site. Buyer shall provide secure overnight tool storage, and ready access to telephones during installation.

Freight - Prices do not include freight charges unless specified. Buyer will be invoiced for freight and handling when the Seller is invoiced.

Specifications and Plans - Buyer or Seller shall prepare at Buyer's expense specifications and plans for installation of the Products. The accuracy of all drawings, floor plans, quantities and specifications provided to Seller is warranted by preparer.

Change Orders - Changes or modifications to this contract or to any specifications or plans shall be stated in a Change Order and signed by the Buyer's representative. Change orders signed by Buyer's representative will be binding upon Buyer.

Inspection and Acceptance - Buyer shall inspect the Products upon completion of installation. Buyer shall be deemed to have accepted the Products if: (a) Buyer signs a work order accepting the Products; or (b) Buyer fails to reject or claim material nonconformity in the manner provided below. In the event Buyer rejects or claims material nonconformity of the Products, Buyer shall give immediate written notice to Seller of such rejection or claim of nonconformity.

If the Buyer rejects the Products or claims material nonconformity, Buyer's sole remedy under this purchase order shall be for replacement and repair of the Products. Seller shall replace or repair said products within a reasonable time of receiving notification of rejection or nonconformity from the Buyer. Buyer shall not have the right to procure substitute Products as a remedy under this purchase order.

Delays - Seller shall not be responsible for delay, non-delivery or default in shipment or installation if occasioned by strike, act of God or event beyond the control of Seller.

Warranty - Seller warrants goods to be free of defects in materials and workmanship at time of acceptance by Buyer. Seller will represent buyer with defect or warranty issues and direct those issues for timely resolution with the manufacturer. In the event Buyer requests a variance from the manufacturer's standard installation procedures for the Products in Buyer's environment, such Products installed pursuant to the variance shall automatically be excluded from the warranty provisions.

Risk of Loss - Risk of loss shall pass to Buyer upon delivery of the Products or upon completion of installation if included in the price to Buyer.

Cancellation - Buyer acknowledges the Products described in this Purchase Agreement will be specially manufactured to meet Buyer's particular specifications. Buyer shall not, therefore, have the right to cancel this Purchase agreement or any part of it absent Seller's written agreement pursuant to a change order. Buyer shall pay any restocking charge imposed by a manufacturer in the event Seller and/or manufacturer agrees to a cancellation.

Waiver - Waiver or modification of any term of these terms and conditions shall not be a waiver or modification of the remaining terms and conditions.

Remedies - In the event legal proceedings are instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees at trial, upon arbitration and on appeal, as determined by the respective court or the arbitrator. Oregon law shall be applied in construing this Agreement. All suits to enforce this Agreement shall be brought in the Circuit Court for Multnomah County, State of Oregon.

Merger - This Agreement is the final agreement between the parties. No prior agreement written or oral, shall be binding upon the parties.

\$ _____
Deposit amount

Customer Signature

Date