

## APG OFFICE FURNISHINGS TERMS AND CONDITIONS

**1. PAYMENT TERMS** Without approved credit, payment is due at time of order and may be made by Check or Money Order. MC, VISA, and AMEX Corporate Cards are accepted on orders less than \$1,000.00. All customers requesting open credit are required to complete a credit application. With approved credit, a 50% deposit is due at the time of the order. Balance is invoiced upon delivery of furniture with TERMS: NET 10 DAYS. An 18% per annum interest penalty will be calculated for payments made past 30 days. Punch List Items, which are not complete at time of delivery due to damaged product, or delay of delivery by manufacturers, may be deducted when making final payment. Payment for all products delivered and installed in good condition is to be made in full and in no case is payment to be withheld for acceptable products should any portion of the total job be unacceptable or undelivered. Title to merchandise passes to the BUYER when the full purchase price and all other charges under this agreement have been paid in full. In the event of any default in payment Seller has the right of repossession of all merchandise 90 days after the due date of the invoice.

**2. PRICES** Unit prices prevail if there is a quote or invoice discrepancy. Quoted prices are based upon anticipated sales volume. If the anticipated sales volume is reduced by 10% or more the quoted prices may be subject to change. All quoted discounts are held firm for 30 days from the date of quote. Manufacturers' list price is beyond the control of APG OFFICE FURNISHINGS and any change in list price by a manufacturer after prices have been quoted, but prior to the order being placed, will result in a change in the quote to the customer. All quotes given from Herman Miller contract and/or Herman Miller special pricing are subject to adjustment upon confirmation by Herman Miller, Inc. Herman Miller contract discounts and pricing prevails.

**3. SALES TAX** Sales Tax will be included on all invoices unless BUYER provides APG OFFICE FURNISHINGS with an exemption certificate.

**4. CUSTOMER ORDERS** APG OFFICE FURNISHINGS will process customer orders with the receipt of a signed order by BUYER or valid purchase order as required by BUYER.

**5. CANCELLATION OR CHANGES** All requests for cancellation or changes must be made in writing and are subject to written approval of APG OFFICE FURNISHINGS and manufacturer. The BUYER is responsible for all manufacturers' charges incurred as a result of any customer requested change or cancellation. All cancellation requests are subject to manufacturers' cancellation policies, and no order may be canceled after product has shipped from the manufacturer. Return of product will be accepted only with written consent and shipping instructions from APG OFFICE FURNISHINGS. A restocking charge of 35% is applicable on all authorized returns.

**6. DELIVERY AND INSTALLATION** Delivery charges are included in the product unit prices unless quoted separately. Installation is quoted as a separate charge. All labor is to be performed (8:00 a.m. to 5:00 p.m., Monday through Friday). If the customer requests overtime hours, or if circumstances beyond the control of APG OFFICE FURNISHINGS dictate overtime hours, additional labor costs will be charged to the customer. BUYER is also responsible for "prevailing wage" or Union labor and related benefits in excess of APG OFFICE FURNISHINGS normal rates. Delivery and installation charges included in project costs or quoted separately are based upon access to a clean installation area, free and clear of construction trades, with sufficient heat and electric current. The customer shall provide unlimited access to a freight elevator for any installation not on a ground level floor. During deliveries and installations, denied access to elevators shall be considered a construction delay beyond the control of APG OFFICE FURNISHINGS and may result in an additional labor charge. Should construction of space still be in process at the time of installation, the customer will be required to make the decision to either halt work or proceed with the installation. If the customer elects to proceed with the installation they will be responsible for any additional labor hours required. Installations are performed per the original quote and design drawing specifications, and are limited in scope. Additional work, such as removal of old furniture, changes in floor plans, furniture reconfigurations and other requests outside the scope of the quote may result in additional labor charges.

**7. DELAYS** Project orders where direct site delivery is specified, shall incur double handling and/or storage charges should delivery be delayed due to circumstances beyond control of APG OFFICE FURNISHINGS. Costs, including freight charges and concealed damage, incurred as a result of delays beyond the control of APG OFFICE FURNISHINGS will be billed to the customer. If product can not be delivered installed, and invoiced as received from the manufacturers, APG OFFICE FURNISHINGS will invoice 90% of the selling price, including installation, as product is received in our warehouse. The remaining 10% will be invoiced upon delivery and installation. For all orders, either scheduled for direct shipment or scheduled to be received at an APG warehouse, any storage beyond fifteen days from the original delivery date will be billed at one dollar and twenty-five cents (\$1.25) per square foot, per month. Neither quoted product pricing nor installation quoted pricing includes storage costs beyond 15 days from the ORIGINAL anticipated delivery date. Thus, all orders received and stored at APG OFFICE FURNISHINGS warehouses are subject to addition storage charges for delays.

**8. WARRANTY** APG OFFICE FURNISHINGS shall pass all manufacturers' warranties to the buyer. The Buyer must provide APG OFFICE FURNISHINGS with a copy of the original invoice for any warranty issues. Other than the manufacturer's warranty, APG OFFICE FURNISHINGS makes no other warranty, either express or implied, as to any matter whatsoever, including without limitation, the product's condition, its merchantability or its fitness for any particular use or purpose.

By signing below, the Customer acknowledges that the Customer has read and fully understands the Terms and Conditions contained in this document. Furthermore, the Customer agrees that these Terms and Conditions will be the basis of current and future business transactions between the Customer and APG OFFICE FURNISHINGS

COMPANY: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ NAME: \_\_\_\_\_