

TERMS AND CONDITIONS OF SALE

ACCEPTANCE OF ORDER. These Terms and Conditions of Sale constitute an integral part of the proposal (number designated below) and/or purchase order (called the “**Specific Order Terms**”). The proposal and/or purchase order and these Terms and Conditions of Sale, if accepted, constitute the final and binding agreement (“**Agreement**”) between Corporate Interior Systems LLC (“**CIS**”) and the customer/buyer designated on the Specific Order Terms (“**Customer**”). Customer’s execution or acceptance of the Specific Order Terms will be deemed an unconditional acceptance of these Terms and Conditions of Sale. CIS may require deposits as listed on the proposal, and those deposits will be included and accepted as a part of this agreement.

CANCELLATION AND CHANGES. If the Agreement is accepted (confirmed) by the Customer, the specific order terms cannot be canceled or changed except by mutual consent. The CIS’s order confirmation is final, and binding, and any subsequent changes are subject to CIS’s ability to conform and are dependent upon factory approval. Changes in quantity or specifications are subject to approval by CIS and manufacturer. Resulting additional charges from the manufacturer must be paid by the Customer. All requests for changes in quantity or specifications shall be delivered to the CIS in writing.

DELIVERY AND INSTALLATION. If delivery and/or installation is required as a part of the Agreement, the following provisions shall apply:

1. Condition of Job Site - The job site must be clean, clear and free of debris prior to installation. If site is not ready, installation may be postponed until site is acceptable by CIS standards. If the job site is subject to a lease, Customer is solely responsible for all notice, coordination, and approval of the landlord.
2. Job Site Services - Electric current, heat, hoisting and/or elevator service will be furnished without charge to CIS. Adequate facilities for offloading, staging, moving and handling of merchandise must be provided.
3. Powered Panels & Other Electrical – Prior to installation, Customer is solely responsible for any furniture, electrical power, and hardware hookup to the building power electrical source by a licensed electrician.
4. Delivery During Normal Business Hours - Delivery and installation will be made during normal business working hours unless otherwise stated in the proposal. Additional labor costs resulting from overtime work performed at the Customer’s request will be paid by the Customer.
5. Staging Space - Safe and adequate storage space will be provided by the Customer. If the space provided is inadequate and requires excessive sorting or storage cost, all excess costs will be reimbursed by the Customer. If the space provided is located on another floor, or building, the extra cost of transporting to and from storage will be reimbursed by the Customer. If the merchandise must be moved due to progress of other trades or other reasons, the extra cost of moving will be reimbursed by the Customer.
6. Construction and Assembly - CIS’s ability to construct or assemble furniture or to permanently attach, affix, or bolt in place moveable furniture is dependent on trade regulations. If trade regulations applicable at the time of installation require the use of tradesmen at the site other than the CIS’s own installation personnel, resulting additional costs will be paid by the Customer.
7. 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 Customer, and the Customer agrees to hold the CIS harmless from loss for such reasons.
8. Insurance - Public Liability, Workman’s Compensation, Property damage, Automotive and Occupational Disease Insurance are carried by the CIS and certificates will be delivered upon request. Fire, tornado, flood and other insurance will be provided and paid for by the Customer.

CLAIMS. Claims for transportation damage must be immediately made by Customer and will be pursued by CIS and damaged merchandise will be repaired or replaced to the satisfaction of the Customer.

DIRECT SHIPMENTS. If Customer is receiving and installing merchandise directly, CIS project management services are not included. Owner accepts full responsibility for offloading product from the truck, receiving documentation, installation of product, and documentation of damaged goods must be provided to CIS immediately. CIS will place applicable freight and or damage claims only after receiving specific documentation required by CIS and manufacturers. If damaged and or missing product is not reported to CIS based on instructions, claims may be rejected, and customer will be responsible for payment of original invoice. **Please contact CIS for detailed instructions.**

WARRANTY. Standard manufacturer warranties apply to all furniture. Install and services are warranted by the CIS to be free from defects in materials or workmanship for a period of twelve (12) months from the date of delivery unless otherwise specified.

DELAYS. If construction delays or other causes not within the CIS’s reasonable control occur that force postponement of the installation, the furnishings will be stored until installation can be resumed and will be considered accepted by the Customer for purposes of payment. If this occurs, additional charges may occur, and these charges are due upon receipt of goods, net 30 days. Transfer and storage charges incurred shall be paid by the Customer. Orders held 30 days past original delivery date are subject to storage charges and are due upon receipt, net 30 days.

PAYMENT. Acceptance of delivery constitutes acceptance of all as delivered. Merchandise will be invoiced first day of install. Customer agrees to pay each invoice in full within thirty (30) days of the invoice date. No payment shall be withheld on any invoice because of partial delivery of the order. PUNCH LIST-If an item on the order is considered a punch list item, the amount of the punch list item only, can be withheld from invoice until item is installed complete. Balance due upon delivery of punch list item. The Customer agrees to pay a finance charge of 1 1/2% per cent per month at the annual percentage rate of 18% on all delinquent invoices (over 30 days due from invoice) as well as expenses, attorney fees, collection fees and court costs which CIS incurs by reason of Customer’s default. Title to the subject merchandise will pass from the CIS to the Customer when the full purchase price and all other charges due under this agreement are paid in full.

OUTSIDE EVENTS. Customer understands that many events may occur and many situations may exist that are beyond the reasonable control of CIS. These events and situations include acts of God, riots, war, terrorist acts, civil commotion, public health crisis, epidemics, pandemics, quarantines, plagues, infectious diseases, breakdown of communication facilities, web hosts, internal service providers, and/or customary infrastructures, natural catastrophes, governmental acts, material shortages, changes in law, strikes, floods, natural disasters, fires, and/or a general lack of availability of raw materials or energy, where applicable on a national, regional, or local basis (Force Majeure Events). The occurrence or existence of these events may delay, prevent, or otherwise affect the ability of CIS to perform under the Agreement, and, to the extent they do so, CIS will endeavor to give commercially reasonable notice to Customer of the event or situation. In this case, performance by CIS may be delayed based on the extend and duration of the Force Majeure Event. CIS will not be responsible to Customer for any loss due or delay due to the Force Majeure Event. If a Force Majeure Event occurs, this Agreement will remain in full force and effect, and CIS will perform with reasonable dispatch when the Force Majeure Event is no longer applicable. For avoidance of doubt, a Force Majeure Event will not include financial distress of CIS, inability of CIS to make a profit, or changes in market prices or conditions in the ordinary course of business.

NO OTHER AGREEMENTS. There are no other agreements expressed or implied other than those specified in this Agreement. The terms and conditions set forth in this Agreement may not be varied except upon the written approval of both Customer and CIS.

Customer Signature _____ Date _____ Proposal # _____