

TERMS AND CONDITIONS OF SALE AND INSTALLATION

ACCEPTANCE – This proposal for the purchase of merchandise and/or services must be signed by the buyer and returned to Atlantic Corporate Interiors, Inc. (ACI). The deposit must be included at time of order. Prices quoted are firm for 30 days from date of quotation.

TAXES – Unit 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 sales taxes will furnish a Certificate of Exemption at time of execution of this agreement.

CANCELLATION AND CHANGES – In the event a proposal is accepted by the buyer and becomes an order, it is understood and agreed that it cannot be canceled except by mutual consent. Any subsequent changes to the order, including quantity and specifications, must be submitted to ACI in writing and are subject to ACI's ability to conform and are dependent upon approval by the manufacturer. Any additional charges resulting from changes to the order shall be paid by the buyer.

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

1. Site Conditions

- The job site shall be clean, clear of equipment, tools, debris and other trades prior to furniture delivery.
- Free and clear access to the loading dock (or other viable entry), staging area, freight elevator and corridors during loading, unloading and trash removal operations is required.

2. Delivery and Installation

- Cancellation fees will apply if delivery/installation is cancelled or postponed within less than 48 hours of scheduled start date.
- Unless noted otherwise, delivery and installation will be made during normal business hours, Monday through Friday, using non-union labor. Additional labor costs resulting from holiday, weekend or overtime work performed at the buyer's request will be at the buyer's expense with written notification.
- Any downtime beyond the control of the installers will be charged at an hourly rate and/or at overtime rates, if applicable.
- All product will be installed as shown on client approved drawings or by prior direction by the client. Modifications during delivery will result in additional charges.
- Electrical connections to the building power source and all phone/data connections are to be completed by others.
- All station or components being disassembled must be cleared of all contents prior to arrival of the installation crew.

3. Storage

- If the space is not ready for installation, product received and stored at our warehouse will be billed at a monthly rate of \$2.00 per square foot with a \$24.00/month minimum. Storage fees will begin after the first 30 days of receipt of product.
- Product returned from the installation site to the warehouse is subject to the above storage fees from the date of return.
- Punch items must be submitted to the manufacturer within 30 days of receipt of product. If the installation is delayed and product stored, the buyer will be responsible for the replacement of punch items submitted beyond the 30 days.
- Double handling fees will be incurred if, the product is stored on site in a location other than the installation area or, if the product needs to be moved due to the progress of other trades.

4. 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 ACI harmless from the loss for such reasons.

5. Exclusions

- Installation fee does not include the costs of other trades required to complete installation such as electricians and/or cabling contractors.
- The fee excludes any municipal permits required to install/utilize systems furniture
- Buyers request for special packaging or handling not included
- This quote does not include moving any existing product unless specified in proposal.
- Additional trips due to client modifications (trip charge + manpower)

6. Delivery and Punch Sign-off

- A final walk through/review of product will occur at the completion of the installation and must occur prior to the product being utilized.
- If the buyer chooses to utilize the product prior to the final sign-off, ACI will only be held responsible for short shipped product, specification errors, manufacturer defects and warranty items.

- Any discrepancies will be noted on the Service Ticket and signed by the client as final.
- Upon the resolution of each Punch item, an authorized client representative will initial each item as being completed.

7. Insurance

- Public Liability – Workmen’s Compensation, Property Damage, Automotive and Occupational Disease insurance are carried by ACI 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. Risk of loss passes to the buyer upon delivery.

CLAIMS – Claims for damage sustained during transportation will be processed by ACI and damaged merchandise will be repaired to the satisfaction of the buyer or the merchandise will be replaced. A walkthrough inspection will be conducted with the Buyer upon completion of installation and a written list of any defects or omissions will be provided. In the event that there is a discrepancy as to the completion of installation, defect(s) and/or omissions claimed, the buyer may withhold 10% of the invoiced amount. However, the remaining 90% will remain due and payable as specified in terms below. The 10% retainage will be considered due and payable after correction and completion of claimed defect(s) and/or omissions.

WARRANTY – All furniture is warranted by the manufacturer to be free from defects in materials or workmanship for a period of twelve (12) months from date of delivery unless otherwise specified. Manufacturer’s warranty requires ACI’s original invoice as proof of purchase.

DELAYS – In the event that construction delays or other causes not within ACI’s control force postponement of the installation, the furnishings will be stored until installation can be resumed, and will be considered accepted by the buyer for purposes of payment. In such event, the buyer shall reserve the right to withhold 10% of the product invoice amount of such shipments against the completion of the contract. Transfer and storage charges shall be paid by the buyer. Due to customers’ delay the customer will be responsible for replacement of any punch product after the designated 30 day time frame.

PAYMENT – Acceptance of delivery constitutes acceptance of the merchandise as delivered. The buyer agrees to pay each invoice within twenty (20) days of invoice date. The buyer further acknowledges that invoices rendered by ACI shall be paid in full without offset to any amounts on other invoices and that there are no claims or defenses to same. Invoices will be rendered at time of delivery. Partial invoices may be prepared as product is delivered and no payment shall be withheld on any invoice because of partial delivery of the entire order. Credit card payments made to ACI will incur an additional processing fee. The buyer agrees to pay a finance charge of 1½ percent per month on all delinquent invoices as well as expenses, attorney fees and court cost which ACI incurs by reason of buyer’s default. Title to the subject merchandise will pass from the seller to the buyer when the full purchase price and all other charges due under this agreement are paid in full.

NO OTHER AGREEMENTS – There are no other agreements expressed or implied other than those specified herein. The terms and conditions set forth herein may not be varied except upon the written approval of both buyer and seller.

LIMITATION OF LIABILITY – The Buyer agrees that ACI shall have no liability including, but not limited to, liability for breach of contract, breach of warranty or in tort for negligence for incidental, special or consequential damages including without limitation damages for loss of profit or time. This limitation applies to all aspects of the goods and service sold hereunder and its use by Buyer. ACI shall not be liable for delays caused by strike, lockouts, stoppage, fire, accidents or other conditions beyond its control. Buyer’s sole remedy under this contract is the repair or replacement by ACI of non-conforming goods or goods which are defective at time of delivery.

JURISDICTION, VENUE, CONSENT TO SERVICE PROCESS – City of Baltimore, Maryland and the United States District Court shall have personal jurisdiction, and Buyer agrees to this venue and will not deny or contest jurisdiction or venue in such procedures, and except to enforce a judgment or an order of the court, no proceedings shall be commenced or continued in any other court.

The Buyer acknowledges by the signature of its duly authorized officer or agent that it has read, understands, accepts and agrees to abide by these Terms and Conditions and has caused these Terms and Conditions to be duly executed and delivered.

Buyer (Company name):_____

Printed Name

Title

Authorized Signature

Date