

TERMS AND CONDITIONS

Thank you for your request for proposal and/or purchase. Under the terms & conditions, the 'Buyer' is purchasing or reviewing to purchase goods and the 'Company' is providing the goods. The Buyer's signature is confirmation of acceptance and approval of an order. Upon acceptance of signed order the Company has the right to acceptance or non acceptance of the order. If the order is found to be acceptable, both parties are agreeing to do business under these terms & conditions set forth herein.

Warranty: All products come with a manufacturer's warranty card. Warranty assumes that all products are shipped free from manufacturing defects in materials, structure, workmanship or finish. The warranty does not include damage resulting from misuse, alteration, negligence, abuse, extreme weather conditions, accidents, shipping damage, fire, flood or any other condition that would not be considered normal use or normal facility application. Any warranty disputes will be at the sole discretion of the manufacturer who reserves the option to repair, replace, or refund if the product is found defective upon inspection. A clear photograph of the defect also may be necessary for such claims.

Prices and Products: All prices are FOB factory and are subject to change without notice. All products are manufactured to order by OEM manufacturers. Product pricing does not include any freight, installation, sales taxes or other misc costs. Product specifications including color may vary from brochure. All prices listed are based on USD or United States Dollar.

Orders: Orders may be sent via fax, email or mail, and must include complete billing and shipping information as well as product color and item numbers. Minimum orders are based on case pack volumes only, as our casing programs are designed to minimize freight cost. All orders are subject to acceptance by Company. A signed order form may be required by Company to confirm an order, even if Buyer uses a purchase order.

Processing of Orders: Sales Transactions will be processed by sales rep groups, distributors or manufacturers. We use a sales rep group to process most direct orders. Some sales order transactions may be processed directly by the manufacturer whereas as the manufacturer will directly fulfill the order factory direct. This may include the manufacturer entering the order, processing the payment, shipping and installing the products.

Change Orders: Product orders are scheduled for delivery when order is received, and placed into a specified production run based on your original required delivery dates. A minimum Fifteen (15) business day notice is required to change delivery or shipping dates. Shorter notice may cause you to incur; storage charges, re-consignment charges

or redelivery charges.

Payment Terms: In most cases, orders and all custom orders require payment in full upon placement of order and prior to manufacturing or shipping. Repeat customers that have historically proven to company to be credit worthy may be offered payment terms of Net 15. A monthly service charge of 1.8% of the outstanding balance will be added to all past due invoices. Buyer shall be liable to pay all reasonable attorney's fees, court costs and other related collection costs and expenses incurred by company in an effort to get an invoice paid.

Credit Card: If you have elected to pay any portion of the order with a credit card, your signature document will authorize Company to charge your credit card for payment of goods and services per agreement.

Prior To Ordering: Prior to ordering, it is the Buyer's sole responsibility, to verify such goods quoted or ordered meets required or reasonably acceptable standards and specifications. Company makes no implication on quoting the exacting quantity, brand or standards and specifications to which the Buyer may be bound. Company submits proposals, quotations and floor plans based upon the general equipment needs, room size and quantities as communicated by Buyer to Company. Prior to ordering, Buyer assumes sole responsibility for confirming the goods quoted or purchased will fit in the room properly to meet any ADA codes and/or other codes and standards Buyer may be bound to.

Assembly: Some products require assembly and will be shipped with directions. Professional installation and assembly services through is available thru our network of third party individuals and companies. If you need these services, please inquire with sales or customer service.

Maintenance: All products require regular preventative maintenance and inspection. Preventative maintenance is required to provide property warranty coverage and is not covered by warranty, it is a general maintenance item. Painted surfaces should be touched-up with paint when scratched. All products should be kept clean and inspected on a regular basis.

Availability: Products are manufactured to order. Please allow 8 – 12 weeks for normal lead time. Some in-stock products may be available in 4-6 weeks. Typical shipping time is 5-7 business days for common carrier shipments in USA. Typical shipping time for specialized van line deliveries in USA can generally be 2-3 weeks. Please contact customer service for availability and shipping options.

Parts and Repair: Replacement parts are available and can be provided by calling the parts & repair phone number on the equipment. In addition, local supply stores may have general components and touch up

paint that would meet satisfactory repair expectations. Buyer understands that Company conducts best efforts in coordinating repairs on the goods purchased. Buyer understands that the Company is dependent on parts supply and warranty labor thru the OEM manufacturers. Buyer agrees not to hold Company responsible for any loss of business due to equipment service or parts supply. Company works with the manufacturer(s) to provide 'best efforts' to coordinate service and parts in a timely manner and are under the supply discretion of the OEM manufacturer of the particular product needing service.

Custom Orders: The Company welcomes custom orders to manufacture products to client's specifications whenever possible. Please submit custom requests to our corporate email address, and our manufacturing department will contact you to arrange pricing and availability.

Samples: Samples are available and are shipped upon receipt of payment in full.

Shipping: All products are priced FOB factory and are shipped freight collect, prepay and add to invoice or third party bill to the customer. On pre-approved orders we can provide a 'pre-pay and add to invoice' option. All products are generally shipped on common carrier service. Other freight options may be offered at additional costs, including expedited service, inside delivery, re-consignments, storage fees, van line service or installed delivery services. A specific carrier of choice must be indicated clearly on the purchase order or sales order.

Returns: Some products are made to color specifications and generally are not returnable or refundable. No returns are allowed without a Return Authorization (RA) number provided by the manufacturer prior to returning a shipment, and if a product is returned without this number it will be refused. No credit will be issued for goods without the manufacturer's written consent. A minimum (20%) re-stocking charge is required on approved returns, as well as return freight charges, handling charges and re-packaging charges.

Remedies: Company shall be authorized by and Buyer hereby grants Company permission to enter upon premises, leased or owned by Buyer, to recover goods that have not been successfully paid for under terms arrangement by Buyer.

Time of Essence: Company cannot be held responsible and Buyer agrees not to ask Company to be held responsible for default in delivery or delays in shipments and Buyer understands the Company is giving best efforts to meet delivery deadlines.

Taxes: Where applicable, recipient is responsible for state sales and/or use tax (unless applicant provides sales use tax exempt

certificate), or by any other government authority, whether federal, state or local, upon the sale, use or transportation of goods sold shall be responsibility of buyer. Some manufacturers may charge sales tax in certain areas, whereas those taxes may not appear on the original or initial quote but may be added to the invoice.

Leasing: Leasing options and quotations with third party leasing partners are available upon request.

Product Information: The designs, information and specifications in this catalog are all subject to change without notice and may vary slightly from color samples, specifications listed or design changes. Most modifications are running changes for improvements. The product brochure is a good faith sampling of available products, but may vary slightly from actual product delivered, if running changes have been made prior to a new catalog or product sheet.

Freight Damage: Freight companies are responsible for any damages during the freight or shipping process. Before accepting merchandise from the carrier, please inspect all cartons for visible signs of damage and note any problems on the delivery receipt. In case of loss or damage, make an immediate claim with the freight carrier. Products are inspected prior to shipping, and recipient is fully responsible for filing and collecting on all freight claims. Company is not responsible for product damage or product loss incurred during transit.

Space Planning: Consult with your architect or local codes before planning your facility space to insure compliance with the Americans with Disabilities Act (ADA). Company representatives can help plan facilities that meet required specifications. ADA compliant products may help you get a tax credit – please check Section 44 of the IRS code for more details.

Disclaimer of Warranties and Limitation of Liability: All representations and warranties concerning the equipment sold by Company will come from the equipment manufacturer. Buyer assumes all the risk of liability whatsoever resulting from the use of such goods and under no condition shall Company be liable for incidental or consequential damages. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE EQUIPMENT, EXPRESS, STATUTORY OR IMPLIED. COMPANY FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS STATUTORY OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Disclaimer: Product specifications and colors in products catalog and or website may vary slightly from photographs. Modifications or changes represent product improvements.

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that you give when you use this website.

We are committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, you can be assured that it will only be used in accordance with this privacy statement.

Any information that you share with us will be kept confidential and will never be sold, traded or given away to anyone outside of the company's staff and certain contractors who have signed a confidentiality agreement. Your first name and email address may be used to send occasional newsletters and other special events/ promotions that we create, and you can opt-out of these mailings at any time by clicking on the unsubscribe link included in every email.

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