

Tallgrass Business Resources
Furniture
TERMS & CONDITIONS OF SALE

PRICES quoted are firm for 30 days from date of the proposal unless otherwise specified in the proposal. Prices do not include any taxes, but they will be added to invoicing. Anyone exempt from taxes will provide exemption certificates.

REQUIREMENT CHANGES OR CANCELLATION requests must be in writing and are subject to manufacturer approval as order confirmation is final and binding. Any resulting manufacturer charges will be paid by the buyer.

PAYMENT TERMS are "payment on receipt of invoice". Buyer will be invoiced for product when received by seller, or at the job site if shipped direct. Buyer will reserve the right to withhold 10% of the invoice amount against completion of the contract. A deposit of 50% is required with all orders unless other terms have previously been established. COM material will be invoiced and paid for by buyer when seller receives invoices from suppliers for the materials.

TITLE to the subject merchandise will pass from seller to buyer when the full purchase price and other charges due are paid in full.

DELIVERY AND INSTALLATION provisions that will apply where delivery and/or major installation is required as part of this proposal:

1. *Job Site* will be clear of and free of debris and other trade materials prior to installation.
2. *Services* required on site will be electricity, lighting, heat and elevator service. Adequate space for off-loading, staging, moving and handling of product will be necessary.
3. *Delivery and Installation* will be during normal working hours unless otherwise previously arranged.
4. *Trade Regulations* enforced at the job site at time of installation requiring on-site tradesmen to complete an installation that results in higher costs will be paid for by the buyer.
5. *Security* and safeguarding delivered merchandise is the responsibility of the buyer. Any loss or damage caused by fire, weather or other elements, or other trades such as painters or electricians, will be the responsibility of the buyer, and buyer will hold seller harmless from loss for such reasons.

DELAYS to installation not within seller's control will cause furnishings to be stored, and charges incurred will be invoiced to the buyer. No liability will accrue against the seller as a result of any delays beyond seller's control.

INSURANCE certificates are available on request. Fire, flood, tornado and other insurance at the site will be provided by the buyer.

TALLGRASS BUSINESS RESOURCES (Seller)

By

Buyer

Date

Date