

Terms and Conditions

Quote/Proposal Date or Date Range (in the case of a Blanket Agreement covering multiple purchases): _____

PAYMENT – A deposit of 50% of the purchase price and an authorized customer purchase order is required on all orders in advance of order placement. The buyer agrees to pay the remaining balance within thirty (30) days after delivery by company check, cash, or equivalent non-credit card payment type. For all purchases paid by a credit card, a fee of 3% of the sell price will apply. In the event of damage or delivery of incorrect product, they buyer may withhold payment on only the damaged or incorrect pieces(s) of merchandise.

Ownership of the merchandise will pass from Office Interiors & Design to the buyer when the full purchase price and all other charges due under this agreement are paid in full. In the event delivery is not possible due to construction delays or other causes not with Office Interiors & Design's control, the furnishings will be considered accepted by the buyer for the purpose of payment.

TAXES – Prices do not include any applicable sales, use, excise or any other tax. Any applicable taxes will be added to prices at the time of invoicing and the buyer agrees to pay same.

CANCELLATION AND CHANGES – The products under this agreement will be specially ordered and if the buyer should cancel all or part of this order, at any time, the products will be returned, only upon manufacturer's approval and for a restocking charge of 50% of the selling price of the returned items, plus freight. Custom fabricated products, panel systems, architectural wall systems, and products using customer's own material are non-cancellable. Change requests will only be accepted from authorized customer representatives only. Any changes made may result in additional charges.

DELIVERY AND INSTALLATION – In the event that delivery and/or installation is required as part of the proposal, the following provision shall apply and may be subject to additional charges.

- **CONDITION OF THE JOB SITE** – The job site shall be clean and free of debris and other trades prior to installation. Adequate facilities for off-loading, staging, moving, and handling of merchandise (including elevator service) shall be provided.
- **FURNITURE REMOVAL** – If Office Interiors & Design is providing furniture removal services, those services will be detailed above. If no furniture removal is included, customer is responsible for removing existing furniture prior to installation of products quoted above.
- **DELIVERY DURING NORMAL BUSINESS HOURS** – Delivery and installation will be made during normal working hours (Monday-Friday / 8am – 5pm) unless agreed to in the specifications above.
- **STORAGE SPACE** – Provided the merchandise does not arrive to the site earlier than the date requested, the buyer will provide safe and adequate storage space for the merchandise. If the space provided is inadequate Office Interiors & Design will arrange transportation and storage of the merchandise to an appropriate storage facility, and will pass through all costs associated with said storage and transportation to the customer.
- **ASSEMBLY AND INSTALLATION** – Product will be installed according to the manufacturer's specifications. They buyer will not hold Office Interiors & Design liable for any injury or damage that would result from wall mounted support channels and attached components becoming loose or insecure.

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- **DAMAGE** – After delivery, any loss or damage to product caused by other trades, weather, fire, or any other case, shall be the responsibility of the buyer, and the buyer agrees to hold Office Interiors & Design harmless from loss for such reasons.
- **INSURANCE** – The seller carries public liability, workmen’s compensation, property damage, and automotive insurance 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.
- **LIMIT OF INSTALLATION SERVICES** – The price quoted includes one-time delivery and installation of all products at customer site. Additional delivery or installation is not included unless otherwise stated above.

CLAIMS – Claims for transportation damage shall be prosecuted by Office Interiors & Design. In the event of a drop shipment, they buyer is responsible for notating damage on any freight receiving documents and reporting damage immediately to Office Interiors & Design.

DESIGN – All designs and product specification are proprietary to Office Interiors & Design and are included in the product cost, unless otherwise noted.

THIRD PARTY SPECIFICATION – If the furniture is specified or purchased through a third party, Office Interiors & Design will not be responsible for selection of size, type, fabric, style or color of the furniture. This shall be the responsibility of the third party.

WARRANTY – All furniture is warranted by the manufacturer. No agent or representative of Office Interiors & Design is authorized to make any representations or warranties unless in writing, signed by an officer of Office Interiors & Design and made part of these terms and conditions of sale.

DELAYS – In the event that construction delays or other causes not within Office Interiors & Design’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 the purpose of payment. Transfer and storage charges incurred shall be paid by the buyer.

BLANKET AGREEMENT – If a date range is included in the Quote/Proposal Date or Date Range field above, the buyer agrees to be bound by the terms and conditions contained in this Furniture Purchases Terms and Conditions agreement for all purchases made within the specified date range.

NO OTHER AGREEMENTS – There are no other agreements, expressed or implied, other than those specified herein and those set forth in the specifications, delivery and installation schedules. The terms and conditions set for the herein and the above mentioned documents may not be varied except upon the written agreement of both the buyer and Office Interiors & Design.

Agreed and Accepted by: _____

Authorized Signature: _____

Title: _____

Purchase Order Number: _____