



1825 W. Walnut Hill Lane, Irving, Texas 75038  
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www.hollman.com

# Sales Quote

Quote No.:	SQL-210403
Quote Date:	9/26/2023
Revised Date:	
Contact	Nick Debose
Email:	nick@hollman.com

By signed acceptance of the above quote, customer is agreeing to the below terms and conditions.

## Terms and Conditions

**Payment Terms and Pricing.** All prices and charges listed are valid for 30 days prior to quote acceptance. Leasing/payment options available - please contact your Hollman representative for additional information. Alternate payment terms must be approved prior to quote acceptance. The prices listed are subject to proportionate increases to meet increased cost of supplies or operations due to market/supply chain fluctuations for orders accepted more than 90 days in advance of delivery.

- 50% deposit is required on all standard orders upon release to production unless otherwise specified on order.

- A late service charge of 1% per month is subject to past due invoices.

Customer is responsible for all legal and/or collection fees incurred by Hollman, Inc. to collect past due balances owed. Hollman, Inc. retains the right to repossess all merchandise 90 days after invoice due date.

**Taxes.** All applicable sales tax is required to be included on all invoices unless valid tax exemption certificate or reseller certificate is provided.

**Layouts & Drawings.** \$1,500 charge will apply for locker layouts on non-Hollman, Inc. install projects. Standard shop drawings will be included on all orders outside of the Essentials Collection.

**Change orders.** All change orders must be approved prior to production and in a timely manner. Change orders or delays in approvals of change orders may disrupt original delivery window or cause project delays.

**Cancellations.** A cancellation fee applies to all orders cancelled prior to production. Customer agrees to pay a cancellation fee equal to of 25% of total order or \$1,500 plus \$500 per set of drawings/revisions submitted to customer, whichever amount is greater. In addition to the cancellation fee, customer agrees to reimburse Hollman, Inc. for any material purchased for canceled order. The reimbursement amount will be calculated as material cost (including freight, tax, and/or duties) plus a 15% restocking/overhead fee. Due to the nature of our manufacturing process, orders cannot be cancelled once they are in production. 100% charge will apply for cancellations placed after order is moved into production.

**Freight & Accommodations.** Customer agrees to keep Hollman, Inc. fully informed of any necessary accommodations which could incur associated costs, such as but not limited to: lift gate/ramp, transloading to a smaller truck (site cannot accommodate a 53' air ride trailer), weekend/holiday deliveries, palletization of product, multi-phase delivery, union driver, offloading of material/third-party installation. Charges will apply for additional accommodations required. Freight prices listed are subject to proportionate increases to meet increased cost of supplies or operations due to market fluctuations.

**Installation Adaptations, Compliance & Scheduling.** Customer agrees to keep Hollman, Inc. fully informed of any necessary requirements, such as but not limited to: non-union/union/prevaling wage, city/state licenses, special access requirements (badging, certifications), in-use renovations, installation, or delivery on levels other than ground floor. Charges will apply for additional accommodations required. Once installation schedule is confirmed, changes to schedule will incur a \$3,000 rescheduling fee.

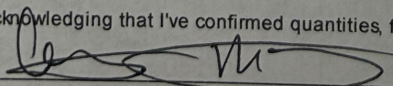
**Approvals.** Hollman, Inc. shall not be responsible for costs or delays incurred due to customer's inability to gain approval for order. Responsibility of order approval lies with purchaser.

**Delivery.** On-site contact must be provided to Hollman, Inc. prior to shipping. Hollman, Inc.'s shipping partner will contact on-site contact prior to scheduled delivery. Customer must be present at the time of delivery/installation to acknowledge receipt and condition of the merchandise. Customer's failure to sign for receipt may result in redelivery and associated fees. Special delivery accommodations including but not limited to: inability to accommodate a 53 ft. trailer, transloading, etc. must be communicated to Hollman, Inc. in advance. See Accommodations. Additional fees may apply. Customer/site is responsible for offloading for all non-Hollman install jobs at time of delivery. Up to four hours is allotted for offloading or fees may be incurred. Any unsuccessful delivery of merchandise is subject to fees. Any issues or missing items must be relayed to Hollman, Inc. within 24 hours of receipt.

**Dispute Resolution.** Any controversy or claim arising out of or relating to order terms, or breach thereof shall be settled by arbitration. Customer and Hollman, Inc. agree and stipulate that this contract originated in the County of Dallas, State of Texas, and agree to mandatory jurisdiction and venue in Dallas County Texas or any claims, disputes, or actions regarding this contract.

**Miscellaneous.** In case any one or more of the provisions contained in the agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the remaining terms shall remain in place and will be honored by Hollman, Inc. and the customer. Hollman Inc. nor customer shall be required to perform any term, conditions, or covenant in this agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor shortages or restrictions by any governmental authority, or any other cause not reasonably within the control of Hollman, Inc. or the customer and which by the exercise of due diligence of Hollman, Inc. or customer is unable, wholly or in part, to prevent or overcome.

By signing I am acknowledging that I've confirmed quantities, finishes, layouts & approve to proceed with the order as shown.

Approved By:  Date: 10-20-23