

interior environments

NOVI

48700 Grand River Ave.
Novi, MI 48374
248.213.3010

DATE: 05/28/20

PROPOSAL: 71145
PROJECT#: 28-600

PROPOSAL FOR:

Livonia Public Schools
15125 FARMINGTON RD
LIVONIA MI 48154

INSTALL AT:

Livonia Public Schools
TAG: THERESA O'BRIEN
15125 FARMINGTON RD
LIVONIA MI 48154

SALESPERSON

Rick George

CUSTOMER P/O..:

CONTRACT

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			Norva Nivel BUYBOARD Contract #584-19		
2	4	CLDCOLLW	SUNSHINEONACLOUDIEDAY Jnr Collection 1 x SUNSHINEONACLOUDIEDAY Table 56x35x22/27/28H 5 x ROCKER OTT Seats* 18x16x12/16/18H ***FINISHES TBD***	2,520.00	10,080.00
3	3	ITSCOLW	INTENSIVE TEACHING STATION Collection 1 x COLLABORATIVE COLLECTIVE Semi-Circle 71"x35"x2 5 x ROCKER OTT Seats* 18"x16"x12"/16"/18"H ***FINISHES TBD***	2,709.00	8,127.00

TERMS AND CONDITIONS OF SALE PER THE ATTACHED

SUBTOTAL..... 18,207.00

DEPOSIT REQUIRED: 9,100.00

ACCEPTED BY _____

DATE ACCEPTED _____

TOTAL 18,207.00

INTERIOR ENVIRONMENTS, a subsidiary of Balco Interiors, L.L.C.
UNIFORM TERMS AND CONDITIONS OF SALE

1. PROPOSALS AND ORDERS

- A. **TERM:** All prices quoted by Interior Environments (Seller) are valid for 30 days from date of proposal.
- B. **ACCEPTANCE:** All orders setting forth in detail Buyer's specifications require either a hard copy purchase order issued by Buyer or a proposal prepared by Seller which has been approved by an authorized signatory of Buyer.
- C. **MODIFICATIONS/CHANGES/CANCELLATIONS:** All orders must be placed with Seller in writing. Any requested modification to an order is subject to the approval of Seller and the manufacturer or supplier of the goods ordered. Buyer will pay all additional charges resulting from order modifications, cancellations and changes. Express Ship Orders cannot be changed or cancelled. All goods are custom manufactured to customer specifications and, therefore, cannot be returned. Restocking programs are not available. Changes must be made via a revised written purchase order, change order or signed and dated revised proposal.
- D. **CONTROLLING TERMS:** The terms in this Uniform Terms and Conditions of Sale ("Agreement") shall control for all purposes any transaction between the parties and to the extent the terms, in any quote, invoice, purchase order, shipper, receipt or any other document are inconsistent with the terms of this Agreement, the terms of this Agreement shall control, and the inconsistent terms in a document other than this Agreement shall be null and void. The terms and conditions of any other written document provided by Interior Environments and signed by an authorized representative of Interior Environments which written document is not inconsistent with the terms of this Agreement shall supplement the terms hereof and are incorporated herein by reference. Customer agrees that this Agreement and any other Interior Environments document not inconsistent herewith are the only controlling documents and that there shall be no grounds to introduce any other terms under any legal or equitable theory including but not limited to a so called "battle of the forms."
- E. **CREDIT APPROVAL:** All orders are subject to credit approval.
- F. **DEPOSITS:** A deposit of 50% is required on all orders, and a deposit of 100% is required on C.O.M. materials. All required deposits must be received by Seller prior to the entering of any orders. No interest shall accrue against such deposits.

2. INVOICING

- A. **TIMING:** Goods purchased under this Agreement and any related installation or other services will be invoiced upon delivery of the goods to the job site. Direct shipments from manufacturers will be invoiced upon shipment from the manufacturer. Any goods being held at Buyer's request will be invoiced in full upon Seller's receipt of same.
- B. **PAYMENT TERMS:** All invoices are due in full within ten (10) days from date of invoice. A monthly service charge of 1.5% (18% A.P.R.) will be assessed on all unpaid balances, including accrued but unpaid monthly service charges, after invoice due date. A service charge of three percent (3%) of the invoice amount will be added to all invoices paid by credit card.
- C. **WITHHOLDING:** Payment may be withheld on any invoice only for specific goods not delivered or damaged and such notice of withholding shall be in writing.
- D. **FREIGHT:** Unless otherwise noted, any applicable freight and handling charges are not included in this price quotation and will be invoiced as a separate line item after the Seller is invoiced by the carrier. All shipping is FOB origin, prepaid and add.
- E. **TAXES:** Unless otherwise noted, any applicable sales, use, excise, or any other taxes, which are not included in the proposal, will be invoiced as a separate line item. Buyer agrees to pay any and all applicable taxes. If Buyer possesses tax-exempt status, a certificate of resale or tax exemption is to be provided prior to order placement.
- F. **DELAYS:** If Buyer is unable or unwilling to receive goods at the prescribed shipping site on the mutually agreed upon delivery date, goods will be deemed delivered and will be invoiced as if delivered.

3. DELIVERY AND INSTALLATION

- A. **DELIVERY AND INSTALLATION:** If included in the scope of service and specifically itemized on this proposal, Delivery and Installation will be made during Seller's normal business hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. Overtime Delivery or Installation performed at the Buyer's request will be subject to labor rates reflecting time-and-a-half for weekdays and double time for weekends and Holidays. If applicable trade regulations require employing union tradesmen to complete the installation or delivery, the additional costs will be invoiced to and paid by the Buyer. Seller shall not be liable for failure or delay in installation due to the installation site not being ready for installation.
- B. **SELLER'S RESPONSIBILITIES:** Seller will receive, inspect, stage, deliver and install Buyer's goods. All furnishings will be left clean and in working order. Cartoning and packing materials will be removed to the Buyer's waste disposal containers, and the premises will be left broom clean. When applicable, Seller may direct shipments directly to the job site.
- C. **BUYER'S ACCEPTANCE:** Buyer agrees to have an agent on the premises at the agreed upon delivery time to accept goods deliveries and completed work. All merchandise shall be considered accepted after Buyer or his agent has signed the delivery document. All claims or exceptions must be made in writing on the delivery ticket or bill of lading on the date of work completion.

- D. **DROP SHIPMENTS:** In case of drop shipments where goods are delivered without installation, Buyer will receive, inspect and install ordered goods. Buyer is also responsible for filing necessary freight claims in the event of damage. Buyer shall have no claims against Seller due to freight damage and may not withhold payment on account thereof.
- E. **CONDITION OF JOB SITE:** Buyer's job site shall be clean, clear of all obstructions, and free of debris prior to installation. Charges will be assessed to the Buyer for excessive handling, storage and transportation incurred because of site conditions, activity of other trades, or other reasons not specifically identified in the price quotation, at a standard hourly rate, or at actual charges, if labor is performed by a third party.
- F. **JOB SITE SERVICES:** Buyer will furnish electrical current, heating, lighting, trash disposal containers, hoisting and/or elevator services, and suitable unobstructed dock space and staging areas at the job site without charge to Seller. If Seller is required to remove or handle existing furniture, the additional cost of moving and transporting shall be billed to the Buyer on an hourly basis. Once the installation has begun, Buyer agrees to assume any expense incurred by Seller due to such charges made at the Buyer's request or for any reason beyond Seller's control.
- G. **ELECTRICAL INSTALLATION:** A licensed electrician may be required to install electrical product including outlets, task lights and hook-ups to base building power. If Seller determines that an electrician is required, the Buyer will be responsible for contracting and paying the electrician.
- H. **PROTECTION OF DELIVERED GOODS:** Buyer is responsible for security and safekeeping of goods after delivery to Buyer's site, or into storage negotiated by Buyer if job site is not ready on mutually agreed upon delivery date, and shall assume any risk of damage or loss thereof.

4. ADDITIONAL TERMS

- A. **DISCLAIMER OF WARRANTIES:** BUYER AGREES THAT THE GOODS ARE OF THE SIZE AND DESIGN SELECTED BY BUYER AND THAT BUYER IS SATISFIED THAT SAME IS SUITABLE FOR BUYER'S PURPOSES. SELLER HAS MADE NO REPRESENTATION OR WARRANTY AS TO ANY MATTER WHATSOEVER. SELLER DISCLAIMS AND BUYER EXPRESSLY WAIVES AS TO SELLER, ALL OTHER WARRANTIES WITH RESPECT TO THE GOODS, INCLUDING BUT NOT LIMITED TO ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY, OR WORKMANSHIP. NOTHING CONTAINED HEREIN SHALL DIMINISH THE RIGHT OF BUYER TO EXERCISE ALL RIGHTS AND REMEDIES AGAINST THE MANUFACTURER OF THE GOODS FOR MANUFACTURER WARRANTIES. IN NO EVENT SHALL SELLER BE LIABLE UNDER ANY THEORY AT LAW OR EQUITY FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFIT OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE DESIGN AND USE OF THE GOODS. SELLER SHALL IDENTIFY ALL MANUFACTURERS' WARRANTIES.
- B. **TITLE:** Seller retains title and a security interest in all goods regardless of the location of the goods or installation thereof, until Seller has been fully paid by the Buyer. To the extent title is found to have passed to Buyer, Buyer hereby grants to Seller a security interest in the goods which Seller may perfect by filing any applicable UCC Financing Statement.
- C. **ACTS BEYOND REASONABLE CONTROL:** Seller shall not be liable for any delay or failure to deliver any or all of the goods caused by installation site delays, labor disputes, strikes, acts of God, or other delays beyond the reasonable control of the Seller.
- D. **ENTIRE AGREEMENT:** Unless otherwise agreed to in writing, this document is intended by all parties as the final expression of their agreement and supersedes all other purchase orders or documents provided by the Buyer.
- E. **ASSIGNMENT:** Buyer shall not assign its rights or obligations without the prior written consent of Seller.
- F. **DEFAULT:** If Buyer fails to pay any amount herein provided within ten (10) days after the same is due and payable, or if Buyer fails to observe, keep or perform any other provision of this Agreement, then Seller shall have the right to exercise any one or more of the following remedies:
- To declare the entire amount due hereunder immediately due and payable without notice or demand to Buyer.
 - To sue for and recover all payments, then accrued or thereafter accruing.
 - To take possession of the goods provided hereunder, without demand or notice, wherever same may be located, without any court order or other process of law. Buyer hereby grants free and full access to the premises and hereby waives any and all damages occasioned by such taking of possession.
 - To pursue any other remedy at law or in equity.
- Notwithstanding any repossession or any other action which Seller may take, Buyer shall be and remain liable for the full performance of all obligations to be performed hereunder. All of Seller's remedies are cumulative, and may be exercised concurrently or separately.
- G. **LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of law provisions. The parties hereto agree to submit to jurisdiction of the state or federal courts located in the county of Oakland and the Eastern District of Michigan, respectively.