



Terms of Service

Acceptance of Terms:

By agreeing to purchase and accepting delivery of products and services provided by Green Office Furnishings ("GOF") you (the "Customer") agree to be bound by these terms and conditions (the "Contract Terms and Conditions") on this transaction as well as all related subsequent transactions within one year.

Terms or conditions contained in any order form or other document submitted by you which are inconsistent with, or in addition to, these Standard Terms and Conditions of sale are rejected, objected to and shall be deemed void and of no force or effect.

Signature is required by the Customer on the Green Office Furnishings, Quote, Contract Terms & Conditions, Drawings & Specifications in order to process each individual product sale or service order. These terms and conditions are applicable and bind all subsequent purchases that are related by location and time to the original Purchase with one year.

Payment:

Sales Orders under \$2,500 require payment in full at time of order. Sales Orders over \$2,500 require a 60% deposit at time of order. Sales Order Balance is due in full at delivery.

Sales Order process will **NOT** commence until the following is complete:

1. Quote is signed by authorized purchaser.
2. Contract Terms and Conditions are signed by authorized purchaser.
3. Drawings & specifications have been signed by authorized purchaser.
4. Deposit and or payment in full has been received.

Failure to make 60% deposits will delay sales order processing. Deposits are non-refundable once product has been ordered or committed by Green Office Furnishings. All sales are Final. Orders cannot be cancelled except by mutual consent. Resulting cancellation is subject to a restocking fee of 30%.

Product Warranty:

New product warranty is provided by the manufacturer. Pre-owned product is sold without warranty. All "pre-owned" product is sold "as-is". As such, product may exhibit normal wear and tear such as small dings, chips and scratches which is considered normal wear and tear on pre-owned product. Pre-owned product may include locks without keys. Customer may request custom keys for an additional expense. Refurb product may include components of new and pre-owned product that may have been repaired, painted or covered with new fabric.

Base Delivery & Installation:

Green Office Furnishings shall unload furniture from trucks and place product in your space pursuant to building rules and regulations. Green Office Furnishings shall deliver and install Monday thru Friday during regular business hours. Green Office Furnishings shall remove all product packaging and remove from space.

Additional Delivery & Installation Charges:

Customer agrees to additional charges for evenings and weekend and installation.

Customer agrees to additional charges for expedited delivery and installation requests.

Customer agrees to additional charges for product protection or covering after installation.

Customer agrees to additional charges if staging of product occurs and product must be moved or handled a second time.

Customer agrees to additional charges (As Determined) where delivery or installation could not be completed due to building related issues.

Electrical and Voice/Data Requirements:

Note: Product may be specified with Electrical Code Components. All electrical work and electrical material required to provide power, voice and data feeds to and across all product that require electrical components is the responsibility of the Customer. The Customer is responsible for all electrical labor and material costs and permit costs required and mandated by its local municipality and standard building codes. It is the responsibility of the Customer to work with their building engineer, electrician and local building department in order obtain the necessary permits and requirements in order to provide the power, voice and data to all product purchase from Green Office Furnishings.

Local Permits:

Customer is responsible for obtaining all necessary permits and approvals required by any and all local government agencies and building associations.

The delivery & installation amount on the signed quote is a best estimate and is subject to additional charges that may arise due to changes in scope. Customer agrees to additional charges for all unknown interruptions that occur and result in additional hours, add-on product or transportation required that becomes necessary to complete the delivery and installation. The following list is not all inclusive and represents some of the more frequent interruptions. It is the Customer's responsibility to manage these and all Customer building / space related issues in order to avoid additional Customer charges.

Non exclusive and or non-reserved use of elevators and loading docks.

Customer space not free and clear of trash, ready for furniture installation. Customer space not free and clear of other items, tradesman, and service providers.

Delays or double handling of furniture due to unacceptable and/or unsafe conditions.

All Delays as a result of Customer or Customer's building.

All other unknown building related costs that are considered extraordinary.

Product Shipping and Freight Charges:

Freight and shipping charges may not be included in the price of all product or may be an estimate at time of quote and will be adjusted or added to the Customer invoice where applicable.

On-Site Modification to Product:

Customer is responsible for marking the location of any and all work surface grommets during installation that are not detailed on approved drawings. Green Office Furnishings is not responsible for installing grommets in the wrong location when Customer is not available to mark location during installation.

Changes to Scope of Work:

The design and project management hours and amount on the signed Quote is a best estimate and is subject to additional charges at the quoted rate due to Changes in Scope. Revisions or Customer alterations to the Scope of Work shall obligate the Customer to additional charges. These may include, but are not limited to, the following:

Changes requested on drawings and specification after the final drawings and specifications have been approved by Customer signature. Additional Project Management time required by Green Office Furnishings for additional requests by Customer that modify the Scope of Work as stated on the Quote.

Customer agrees to reimburse Green Office Furnishings for project related travel and design drawing supplies incurred by Green Office Furnishings in order to support Customer requests that modify the Scope of Work as stated on the Quote.

Drawings & Specification Completeness:

Customer has the final responsibility to proof and examine all drawings, specifications and Quotes for accuracy and correctness. Therefore the Customer is ultimately responsible for dimensions, color, fabric type, layout, product specification and scope of work on all drawings, specifications, and quotes. The Customer's/Agent's signature on drawings, specification, and quotes shall constitute a waiver by Customer against any and all claims arising out of such error.

Delays:

All specified delivery or requested dates whether oral or written are estimates only and do not represent a promise by the Green Office Furnishings to deliver or install product on a certain date. Green Office Furnishings shall not be liable for any loss, damage or penalty as a result of any delay in or failure to deliver, install or otherwise perform hereunder due to any cause beyond Green Office Furnishings reasonable control, including, without limitation, product delay, product damage, act(s) of manufacturer/distributor or vendors affecting the conduct of Green Office Furnishings business.

Company shall not be liable for any loss, damage or penalty as a result of any delay in or failure to deliver and install product due to fire, explosion, accident, theft, vandalism, riot, acts of war, strikes or other labor difficulties, lightning, flood, windstorm or other acts of God, delay in transportation, or inability to obtain necessary labor, fuel, materials, supplies or power at current prices. If any such event continues for longer than 180 days, either party may terminate the sales order and Customer will pay Green Office Furnishings for work performed prior to termination and all reasonable expenses incurred by Green Office Furnishings as a result of termination. In the event of delays in delivery or performance caused by Green Office Furnishings or by manufacturer/distributor, the date of delivery or performance shall be extended by the period of time Green Office Furnishings is actually delayed or as mutually agreed. If, for reasons other than the foregoing, Green Office Furnishings should default or delay or not deliver or install product, Customer's sole remedy against Green Office Furnishings is an option to cancel Customer's Sales Order, through prior written notice to Green Office Furnishings.

Entire Agreement:

This agreement with the quote, drawings and specifications represent the entire agreement between Green Office Furnishings and Customer with respect to the performance of product sales and services and therefore supersedes any prior oral or written agreements of discussion. Additionally, any and all agreements that are made after these terms are signed must be in writing and signed by the Customer and Company.

Other Terms & Conditions:

Where Green Office Furnishings or Customer brings any legal action or proceeding to enforce or interpret these terms and conditions, Green Office Furnishings will be entitled to recover its reasonable attorney's fees and all other costs incurred in connection with that action or proceeding. Additionally, in the event that payment is not made in full and the Customer is referred to a collection agency, Customer agrees to pay all collection agency fees. Furthermore, in the event legal action is necessary to collect payment in full, Customer agrees to pay all reasonable attorney fees and court costs. The parties agree that any disputes arising under or in connection with this agreement shall be litigated, if at all, exclusively in the courts of the State of California and/or federal courts located in the City of Fresno, California.