



Contract Terms and Conditions

Acceptance of Terms:

By agreeing to purchase and accepting delivery of products and services provided by Rightsize Facility (the "Company"), 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 (Customer) 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, nor legal binding. Signature is required by the Customer on the Rightsize Quote, Contract Terms & Conditions, and 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 within one year.

Payment:

Sales Orders under \$5,000 require payment in full at time of order unless approved by Rightsize management. Sales Orders over \$5,000 require a 50% deposit at time of order. Deposit of 50% is required prior to the release of purchase orders to vendors. There is a 48-72-hour lead time to process purchase orders. The lead time clock therefore begins 48-72 hours after the 50% deposit is received, and not at the actual time of client signature approval. Sales Order Balance is due in full at initial delivery, this includes payment for all phases of multi-phase installations projects. Effective January 1, 2018 the customer cannot withhold payment greater than the value of punch list or undelivered product. Effective January 1, 2018 a 1.5% interest charge per month will be accrued for balances not paid at time of initial delivery. Effective January 1, 2018 any, and all, delivered and intact product, is considered complete once delivered to the agreed upon site. Any defective product covered under the manufacturer's warranty shall be dealt with separately and replaced by the manufacturer. Although handled by Rightsize, such cases shall not delay payment or funding source release of funds.

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 of 50% has been received for orders over \$5,000 and 100% payment in full made for orders less than \$5,000. Failure to make 50% deposits of full payment for orders less than \$5,000 will delay sales order processing. Deposits are nonrefundable once product has been ordered or committed by Company.

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Funding Source:

Within 24 hours of Substantial Completion or initial delivery, customer must inform funding source to release Company their funds.

All sales are Final. Purchase of pre-owned product cannot be cancelled. By signing the Quote and Terms & Conditions, Customer agrees to terms of the purchase. Cancellations or returns on refurbished and/or new product will not be accepted except in event of manufacturer defect.

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. Refurbished product warranty is provided by the remanufacturer.

Product Disclosure:

Refurb Product may include components of new and pre-owned product that may have been repaired, painted or covered with new fabric. At times the finishes presented digitally or on a product sample can vary due to graphics card color variations, sample card dye lot variations, sample variations in the representations of naturally occurring wood grain, sample card variations to pattern. Customers may request a finish sample prior to ordering to view color graphics variations known to occur in the digital environment.

Base Delivery and Installation:

Company shall unload furniture from trucks and place product in designated space represented in scope of project pursuant to building rules and regulations. Company shall deliver and install Monday thru Friday during regular business hours unless noted in the scope of work specifically as to the time, and number of deliveries. Any changes to the to the scope of work, including time and/or number of deliveries and/or additional project management time due to customer changes, will result in the client being billed accordingly. Company shall remove all product packaging from product and remove packaging from the space for disposal. Customer agrees to have data and electrical professionals on site to hook up services as the installation progresses so that furniture may be placed in the locations signed off on the plan.

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Additional Delivery and Installation Charges:

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 (list below) and all Customer building and space related issues in order to avoid additional Customer charges: Nonexclusive or and non-reserved use of elevators and loading docks. Additional charges for union labor required for building requirements when non-union labor was quoted. Customer space was not free and clear of trash, was not broom swept and well lighted ready for furniture installation. Customer space that is 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. Incomplete work such as flooring, painting, ceiling or any other incomplete work installation causing delay of installation. Installers will NOT take direction, outside the scope of work, from the client on site. All changes to the scope must be run through the Company and signed off on prior to work being completed. Measurements supplied to the Company by the Customer causing non-delivery or delivery delays are not included in the initial scope of work. Any, and all, related charges will be paid for by the customer. This includes improper measurements of elevators, hallways, doors and dock specifications. Any work performed to attempt to remedy the situation such as lift gates, disassembly of product, etc. will be billed to the Customer. When customer requests product to ship directly to their dock, Customer assumes all responsibility for dock availability and the inspection and timely recognition of freight damage. Any charges incurred due to unavailable dock either requiring a second delivery or use of a lift gate billed to the Company by delivery vendor, will be charged to the Customer. Any warranty related issues resulting in reorder due to lack of timely claim of damage resulting in voided claim causing repurchase of items will charged to the Customer. 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. Building related issues resulting from any circumstance where the installation cannot occur on the agreed upon date due to dock access, elevator access, or availability of the space for any reason.

Code Compliance:

Customer is responsible for all code compliance. Any remedies necessary, changes to scope of work, additional compliance, and/or work performed will be passed on to the Customer. Customer agrees to pay additional charges for any additional work performed.

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Electrical and Voice/Data Requirements:

Product may be specified with National Code or Chicago Electrical Code Components. All electrical work and electrical material required to provide power, voice and data feeds to and across all product that contain National Code components, Chicago Code components, or other 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 Company. Any additional power components per code requirements by state, county, city or building requirements will be the responsibility of the Customer.

Local Permits:

Customer is responsible for obtaining all necessary permits and approvals required by any and all local government agencies and building associations. In the event Company is required to purchase a permit, all fees will be paid by the Customer.

Punch List:

Any concealed damage, installation damage, imperfections, requirements, or any other items considered to be punch list items must be identified and requested for remedy within 30 days of the completed installation. In instances where there are multiple phases to the installation of the project, each phase will have the enforceable thirty (30) day window from completion of that phase.

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. Company is not responsible for installing grommets in the wrong location when Customer is not available to mark location during installation. Should modification(s) of the order be required, such as changes to access, grommets, lack of access, unavailability of electrical date personnel, etc., all said charges incurred will be passed on to the customer.

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

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drawings and specifications have been approved by Customer signature. Additional Project Management time required by Company for additional requests by Customer that modify the Scope of Work as stated on the Quote. Customer agrees to reimburse Company for project related travel and design drawing supplies incurred by Company 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 company to deliver or install product at a date certain. Company 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 Company's reasonable control, including, without limitation, product delay, product damage, act(s) of manufacturer/distributor or vendors affecting the conduct of Rightsize Facility's business. Company shall not be required nor compelled to provide payment or reimbursement for travel, lodging, storage, rental, lease of alternate space or any other remedy or actions necessary in the event of any delay.

Force Majeure:

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 Company for work performed prior to termination and all reasonable expenses incurred by Company as a result of termination. In the event of delays in delivery or performance caused by Force Majeure or by manufacturer/distributor, the date of delivery or performance shall be extended by the period of time Company is actually delayed or as mutually agreed. If, for reasons other than the foregoing, Company should default or delay or not deliver or install product, Customer's sole remedy against Company is an option to cancel Customer's Sales Order, through prior written notice to Company.

Entire Agreement:

This agreement with the Quote, drawings and specifications represent the entire agreement between Rightsize and Customer with respect to the performance of product sales and services and therefore

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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:

Rightsize Facility reserves, and the Customer hereby grants and conveys to Company, a purchase money security interest in all product delivered to or received by the Customer, until payment is made in full for that product has been received by Company. During such period, Company shall be entitled to all rights and remedies of a secured party, and the Customer shall have all the obligations and liabilities of a debtor, as set forth in the personal property security legislation and any other applicable laws of the jurisdiction of the laws who govern this contract. Company is entitled to immediate possession of the said product upon default of payment. Customer agrees and consents to immediate granting of order of replevin by court should payment in full not be made.

Where Company or Customer brings any legal action or proceeding to enforce or interpret these terms and conditions, the Company 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 Illinois and/or federal courts located in the City of Chicago, Illinois.

Customer understands and agrees that they are responsible for paying USE TAX when sales taxes are not charged nor invoiced or collected upon.

LIMITATION OF LIABILITY:

THE MAXIMUM LIABILITY, IF ANY, OF THE COMPANY, FOR ALL DAMAGES, INCLUDING WITHOUT LIMITATION CONTRACT DAMAGES AND FOR INJURIES TO PERSONS OR PROPERTY, WHETHER ARISING FROM THE COMPANY'S BREACH OF THESE TERMS AND CONDITIONS, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, WITH RESPECT TO THE COMPANY'S PRODUCTS, OR ANY SERVICES IN CONNECTION WITH THE COMPANY'S PRODUCTS THAT WERE DEFECTIVE OR GAVE RISE TO SUCH DAMAGES, SHALL NOT EXCEED THE AMOUNT OF THE CONTRACT. IN NO EVENT SHALL THE COMPANY BE LIABLE TO A CUSTOMER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES AND PROFITS, LOSS OF BUSINESS, DOWNTIME, PROPERTY DAMAGE, LOSS OF GOODWILL OR ANY ECONOMIC DAMAGES OR LOSS OF ANY KIND, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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I accept and agree to the above Contract Terms & Conditions as originally outlined above without modification as the entire agreement. I am authorized to make this commitment on behalf of the entity or individual stated below.

Organization:

Name (Print):

Date:

Signature:

Deposit Date:

Person Responsible for Payment:

Phone:

Email:

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