



KDA Terms & Conditions

KDA Office Furniture, Inc (SELLER) will enter and order the specified product noted in our proposal under these terms & conditions. Terms & Conditions are considered accepted when the CUSTOMER authorizes KDA to purchase from the manufacture by issuing KDA a purchase order or signed proposal. A purchase order or signed proposal/quote is an acknowledgement the CUSTOMER has carefully reviewed the proposal/drawing and accepts the items and prices specified and these terms & agreements. A signed purchase order or signed proposal also denotes that the Customer accepts these terms & conditions. All prices are firm for 30 days from the proposal date.

DELIVERY AND INSTALLATION

KDA shall make commercially reasonable efforts to install all products as quickly as possible. The job site shall be clear and free from debris prior to installation. Electric current, heat, hoisting, and/or elevator services will be furnished without charge to SELLER. SELLER will deliver and install the product in a clean ready to use condition. Any delivery and/or installation dates quoted to the customer are approximate, and KDA's obligation shall be only to deliver and/or install the products in a reasonable time. Also due to manufacture shipment schedules KDA reserved the right to delivery and install portions of the job in phases. All such deliveries will be separately invoiced and paid in accordance with the terms without regard to subsequent deliveries. Delay in delivery for installments shall not relieve Customer of its obligation to accept remaining deliveries. If trade regulations enforced at the time of deliver and/or installation will require use of tradesmen at the site other that KDA Office Furniture personal, resulting in additional cost, Customer agrees to pay for these costs. If moving of product other that delivered is required, or if there are any unusual conditions not made know to KDA at the time of sale, extra labor charges at the prevailing rate may apply. Connection of power from the furniture systems to the building power is NOT the responsibility of the SELLER. All deliveries and installations services are conducted during normal business hours, Monday thru Friday, 8-5.

TERMS

Payment terms are net 10 days from date of invoice unless otherwise agreed to and as documented on the order or quote. All product and materials are subject to applicable taxes as well as any applicable inbound freight and fabrication charges. An order is not cancelable once in production. "Quickships and fabric orders are not cancelable. Customer will be invoiced for items at the time of initial deliver. In no event shall payment be withheld for delivered products and services. Customer shall pay 90% of invoice and may withhold 10% until completion of job. The balance is payable immediately after final delivery. All orders are subject to credit approval. KDA requires a minimum deposit equaling 50% on all orders over \$10,000

Said deposit will be applied to customers account until such product is delivered & invoiced. Each invoice less its proportionate share of the deposit, will be due and payable as set in our payment terms.

STORAGE

If Customer is unwilling or unable to accept delivery or installation of the product according to the specified schedule, the product will be stored at CUSTOMERS expense. CUSTOMER shall pay warehouse charges payable monthly. The Customer agrees to remit 90% of the invoice for the product within 10 days from the time the product was transferred to storage, with the balance due upon install.

WARRANTY

Seller warrants furniture as represented by the manufacture warranty. Manufacture warranties apply to parts. Labor is included in the warranty if represented by the manufacture. KDA makes no warranty, express or implied, as to the merchantability or as the suitability of the product for any particular purpose, except those made by the manufacture of the products. Any claim must be made to KDA in writing within 5 days after delivery or installation of the products and if no claim is received by KDA it will be conclusively presumed that Customer has accepted and that the products are as

represented. No liability shall accrue against KDA as a result of breach of terms & conditions caused by any strike, act of God, lockout, accident, or delay beyond its control.

SELLERS RIGHT OF POSSESSION

KDA retains and Customer hereby grants to KDA, a security interest in the products to secure the purchase price therefore. The products shall remain personal property regardless of being fixed to any real property. If Customer defaults in the payment of the purchase price when due, KDA shall have all rights and remedies granted by the Uniform Commercial Code. A finance charge of 2% per month (annual percentage rate 24%) will be charged on all past due balances. Customer shall pay all collections cost, including attorneys fee, in the event any claim is referred to a collection agency or attorney.

DIRECT SHIPMENTS

Products shipped directly to customer shall be the responsibility of Customer except if agreed in writing that KDA will provide delivery and installation services. The receiving Customer is responsible to inspect products for defect or shortages, note such on the delivery receipt and file any necessary freight claims within 5 days with carrier. KDA has the option to assist with the process.

CUSTOMERS MATERIAL

Upholstery orders calling for C.O.M. are subject to full shipping schedule following receipt of fabric at manufacturer. All fabric shipments must be tagged with a KDA purchase order number and number of items to be covered. Fabric yardages are always figured on 54" plain fabrics. Add 10% for patterns.

LEGAL

Any controversy or claims arising out of the relating contract, the meaning thereof, or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgement upon the award rendered by the arbitration(s) may be entered in any court having jurisdiction thereof. In no event shall either party be liable for consequential special, indirect or incidental damages, whether in an action based on contract, tort (including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages. Each party shall indemnify and hold harmless the other party from and against any and all third-party claims, demands, actions suits, losses, liabilities, damages and all related costs and expenses including with limitation reasonable attorney's fees due to arising from or relating to the negligent, willful or reckless act or omission of the indemnifying party. These Terms & Conditions shall be governed by the laws of the State of Kentucky without regard to conflict of laws principles.

ACCEPTANCE OF TERMS & CONDITIONS

Customer has read and understands these terms and conditions of purchase

Customer _____ address _____

Customer's Signature _____ Title _____

Print Name _____ date _____

If Terms & Conditions are not signed. The purchase order or signed proposal referencing a quote that refers the customer to <http://KDAOfficefurntiure.com/terms&conditions> denotes acceptance. The signature on the purchase order or signed proposal represents acceptance of these terms & agreements.

