



NBS Terms and Conditions of Sale

Customer Order These terms and conditions apply to all customer orders issued by the undersigned customer to NBS Commercial Interiors (“NBS”). A customer order is considered binding when the customer confirms the order in writing by issuing a purchase order or signing an NBS proposal or quotation.

Changes and Cancellations Changes in quantity or specification are subject to approval by NBS and manufacturer. Resultant charges from manufacturer would be the responsibility of the customer. All requests for changes in quantity or specification shall be delivered to NBS in writing. Express and quick ship orders may not be changed or cancelled.

Payment Terms & Credit Terms of sale are net 10 days from receipt of invoice. Upon delivery and acceptance of furnishings, carpeting, audiovisual equipment, and related Products (“Products”), up to 10% of an invoice may be retained until all punch list items are completed. All orders over \$5,000 require a deposit of 40% unless a specified procurement agreement is in place. All NBS customers must have a credit application on file with NBS. We reserve the right to charge, at the rate of ten (10%) percent per annum, a monthly late payment fee computed from ten (10) days after receipt of invoice until paid. Customer shall reimburse NBS for all reasonable costs and expenses (including attorney fees) which NBS incurs in connection with attempting to collect overdue payments. The undersigned customer hereby grants to NBS a purchase money security interest in and mortgages to NBS, to secure performance and payment of all present and future debts and obligations owed by customer to NBS, all personal property acquired by the customer from NBS (the “Collateral”). Upon default of any payment obligations owed by customer, NBS may, but is not required to, exercise and foreclose upon such purchase money security interest in the Collateral by any method authorized by law. This is without waiver of any other remedy available to NBS.

Delays In the case of construction delays or other events out of NBS’s control that force postponement of the delivery, all Products will be stored until delivery can be resumed. Additional costs for the re-routing of trucks, double handling of Product, and storage will be applied to the original cost of the Product. Products shall be invoiced upon receipt of merchandise at NBS’s warehouse, customer location, or independent storage company. In the event Products are received at customer’s location, but installation is delayed, the customer bears the risk of loss, and the insurance coverage of such Products is the sole responsibility of the customer as owner of the Products.

Job Site Conditions Prior to the delivery and/or installation of Products, the condition of the job site shall be clean and clear of debris. Any costs associated with preparing the job site for delivery and/or installation of Product shall be the responsibility of the customer. Appropriate job site services such as electric current, heat, elevator, space for off loading, staging, moving, handling and associated work permits shall be provided to NBS. Any additional costs for job site services shall be the responsibility of the customer.

NBS Service Hours NBS provides delivery services and installation services between the normal business hours of 7:30 AM and 3:30 PM. Charges associated with overtime labor at the customer’s request will be the responsibility of the customer.

NBS Service Labor NBS quotes all labor as non-union unless otherwise requested by the customer. NBS employs non-union personnel to deliver and install all Products. At times, the delivery and/or installation of the Product may be impacted by jurisdictional agreements of trade unions on the job site. If agreements enforced at the time of Product delivery require union personnel, the costs associated with union personnel will be the responsibility of the customer.

NBS Delivery Fees Charges for the delivery of Products include the receiving, loading, drive time to and from the customer location, and off loading associated with the delivery to the customer site.

NBS Installation Fees Installation fees are for services rendered after the transfer of ownership of Products and include actual installation, assembly, and related site cleanup and trash removal.

Warranty Manufacturer’s warranty will be the warranty supported by NBS.

Transfer of Ownership Title transfers to the customer upon delivery by NBS. Upon NBS delivery, all Products must be inspected by the customer or their agent for damage, count verification or other irregularities. Items of concern will be noted on the punchlist with a copy provided to the customer. The customer retains title to Products for which an item of concern is noted on the punchlist. If the customer has contracted with NBS to install the Products, delivery is complete and customer accepts ownership of all Products, including the risk of loss, before installation services are performed.

Drop Ship Election If the customer elects to receive the Product direct or “drop shipped” from the manufacturer to a designated customer location, the customer accepts title to the Product upon receipt and is responsible for filing any freight claims for damage and/or other issues.

State and Local Taxes The customer shall pay all taxes, levied or based upon the Products and services invoiced by NBS, including state and local sales and use tax (notwithstanding their designation as excise, gross receipts or privilege taxes) and all amounts paid or payable by NBS in discharge of the foregoing taxes. Customers who are tax exempt from the above taxes shall provide NBS with copies of exemption certificates.

General No liability will accrue against NBS as a result of any breach of these terms and conditions, resulting from any work stoppage, accident, theft, fire, civil disobedience, riots, acts of God, and other events beyond NBS’s control. This agreement and any disputes arising hereunder or in connection with customer’s business relationship with NBS shall be governed by Michigan law and shall be resolved solely by arbitration in the State of Michigan.

Acceptance of Terms & Conditions

Signature

Title

Date

Print Name

Company Name