

four1five

TERMS AND CONDITIONS OF SALE

Pricing Subject to Change:

The information concerning price and applicable charges contained within this Quote Agreement is valid for thirty (30) days following the date of acceptance by Customer, after which information concerning price and applicable charges are subject to change without notice to Customer. Customer acknowledges that the quote, invoice, or service agreements may contain typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and/or availability. Company reserves the right to correct any such errors, inaccuracies and/or omissions and shall provide notice to Customer of any material changes. Customer may request cancellation of their order if such order has not been put into production and Company may accept such cancellation at their discretion. In the event of a cancellation, Customer shall be responsible for any applicable restocking fees and shipping costs accrued.

Returns:

Company shall not accept returns of any item, product, material, or any groups of items, products or materials.

Shipping:

Any shipping charges listed are estimates. Shipping charges are subject to change without notice to Customer based on variables including but not limited to oversized packages, fragile shipments, and bulk shipments. The shipping costs estimate is intended as a courtesy to Customer, but may not reflect the actual shipping costs. Actual shipping costs shall be calculated when the order is processed. Customer shall be notified of any significant differences between the estimated shipping costs and actual shipping costs. The Company shall not be responsible for any damages, losses, loss of business, or other liabilities resulting from any delays in the processing or shipping of orders. Company shall not be responsible for ensuring delivery in accordance with any internal deadline of Customer, but shall make reasonable efforts to fulfill all orders within a reasonable amount of time following the receipt.

Back Orders:

Company makes no guarantee as to the availability of a particular item, product, or material. Company will make reasonable efforts to provide items on back-order as the items become available.

Credit Card Refunds and Surcharges:

Customer's credit card will be charged when Customer places Customer's order. If we are not able to fulfill Customer's order for any reason Customer's credit card will be refunded within a reasonable amount of time. A 3.5% processing fee shall be applied to all credit card payments.

No Warranties and Exclusion of Liability:

The Company makes no representation about the suitability of any products or material sold pursuant to this Quote Agreement for any purpose. All such products or materials are provided "as is" and are provided with no warranty of any nature, express or implied. The Company specifically disclaims all warranties, conditions, and representations, including all implied warranties and conditions of merchantability, and fitness for a particular purpose. The Company shall not be held liable for any damages which may arise in the transport, installation, construction, or use of any products or materials provided pursuant to this Quote Agreement.



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Severability:

If any provision of this Quote Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this contract be construed to remain fully valid, enforceable and binding on the parties.

Governing Law:

This Quote Agreement shall be construed in accordance with and governed by the laws of the State of California, without giving effect to internal principles of the conflict of laws.

Authority:

If a party hereto is a corporation, partnership or limited liability company, each individual executing this Quote Agreement on behalf of such party (in his/her representative capacity only) represents that he or she is duly authorized to execute and deliver this Quote Agreement on behalf of such party and that this Quote Agreement is binding upon such corporation, partnership or limited liability company.

Arbitration:

In the event of any controversy arising out of the interpretation or enforcement of this Quote Agreement, the issues related thereto shall be submitted to arbitration pursuant to the Commercial Arbitration Rules then in effect of the American Arbitration Association. The parties shall be entitled to discovery pursuant to Code of Civil Procedure Section 1283.05. Any such arbitration shall be conducted in Sacramento County, California.

Counterparts:

This Quote Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. This Quote Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

Electronic Signatures:

Customer and Company acknowledge and agree that electronic signature shall be an acceptable form of execution of this Quote Agreement. Following execution of this Quote Agreement, copies shall be made available to Customer by Company.

Sales Tax:

The Company shall be responsible for any applicable sales tax associated with a quote agreement for any order of product within the state of California. Customer shall be responsible for any applicable sales tax associated with a quote agreement for any order of product outside the state of California.

Shipping, Deliveries & Product Install:

Owner is responsible for all unloading and installing of FF&E and material from delivery trucks. Four1five logistics will assist on delivery dates, and identify any special equipment needed to the best of our ability. Delivery delays are normal and we will try and anticipate delivery timing as best as possible. Four1five is not responsible for delivery delays and equipment rentals.

Installation responsibilities exclude: The direct supervision & discipline of the project installer & it's employees. Any project design and placement decisions done so by outside teams such as owner or contractor. Any deviation from Four1five or design drawings & specifications.



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Deposits:

Upon execution of the Quote Agreement, a Deposit in the amount specified by the agreement shall be due to the Company by the Customer within thirty (30) days. Deposits are non-refundable and non-transferable. Deposits are not transferrable from one project to another, nor from one quote to another for the same project, without written consent by the Company. In the event of project cancellation by the Client, the Deposit is forfeited by the Client. Additional damages may be collected by the Company in the event that the Deposit is not enough to cover costs incurred by the Company in executing the Quote Agreement. The Deposit may be used by the Company to secure materials, put product into production, cover incurred storage costs, pay for freight, or other expenses that may arise in executing the Quote Agreement.

Non-Payment:

Customer will remit timely payment to the Company as product is completed and ready for shipment to the job site. Product will not ship to the job site until paid in full. Paying late or not at all could result in project delays and are solely the responsibility of the Customer. The Company will not be held responsible for project delays when payment is not received on time. Late or non-payment could result in the Company applying late fees, sending the Customer to collections, or taking legal action.

Late Fees:

Any amounts not paid when due shall bear interest from the due date at the rate of 1.5% per month (18% per annum) or the highest rate of interest permitted by law, whichever is lower. Interest will accrue monthly and will continue to accrue on the outstanding balance until the amount, including interest, is paid in full.

Collections:

In the event of non-payment of an invoice, the Company can send the account of the Customer to collections once it is thirty-one (31) days past due. In the event that the Customer's account is sent to collections, the Customer will be responsible to pay the outstanding amount to include late fees as well as any additional costs incurred by the company to collect on the account.

Storage Fees:

Product will be ordered by the company in correspondence with the timeline provided by the Customer or the representatives of the Customer. In the event that a project is delayed and the timeline is pushed back or if no timeline is provided by the Customer, the Company may be required to store product in a warehouse or with a professional storage company. The Customer is responsible for all storage costs incurred by the Company to store product for the project. Product will not be released to the Customer until all storage costs incurred by the Company are paid in full. If stored within a facility owned or leased by the Company, a rate of \$1.75 per square foot of warehouse space will be charged per month. If stored with a third party, rates charged by that party will be passed onto the Customer. The Company makes no guarantee on what a fair rate for storage is when charged by a third party. The Company will not be held responsible by the Customer for any outstanding storage costs or delays in the project due to unpaid storage costs.

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