



TERMS AND CONDITIONS OF SALE

These Terms and Conditions apply to all quotations, proposals, purchase orders, acknowledgments, sales, deliveries, installations, and related services provided by Georgia Office Interiors and Cornerpost Services LLC. For purposes of these Terms and Conditions, the selling entity identified on the quotation, proposal, invoice, or order acknowledgment shall be referred to as “Seller,” and the customer, client, owner, contractor, or purchaser shall be referred to as “Purchaser.”

Quotations and Pricing Quotations are valid for thirty (30) days unless otherwise stated in writing and are subject to correction for clerical, typographical, mathematical, pricing, freight, tariff, tax, or other errors. Errors and omissions are excepted. Pricing is based on the scope, quantities, finishes, fabrics, materials, manufacturer pricing, freight, delivery conditions, installation conditions, and project assumptions known at the time of quotation. Changes in scope, site conditions, quantities, freight, manufacturer pricing, tariffs, taxes, storage requirements, delivery conditions, installation conditions, or requested timing may result in additional charges. Applicable sales taxes are included or excluded as stated on the quotation. Purchasers claiming tax exemption must provide a valid exemption certificate at or before order placement. If no valid exemption certificate is provided, applicable taxes will be charged.

Order Acceptance; Binding Orders Orders are binding upon Seller’s written acceptance, issuance of a sales order, purchase order processing, or release of the order to the manufacturer, whichever occurs first. Purchaser acknowledges that commercial furniture, fixtures, fabrics, finishes, millwork, and related products are often ordered, manufactured, configured, or allocated specifically for Purchaser’s project. Once accepted, orders are non-cancellable and non-refundable except with Seller’s written approval and, where applicable, the written approval of the manufacturer. Seller is not obligated to approve any cancellation, revision, or return.

Custom, Special Order, and Made-to-Order Products Purchaser acknowledges that the goods sold by Seller frequently include custom, special-order, made-to-order, project-specific, finish-specific, fabric-specific, or manufacturer-configured products. Such goods are manufactured, ordered, procured, or allocated specifically for Purchaser and cannot be cancelled, returned, exchanged, restocked, or refunded. All sales are final. Custom, special-order, made-to-order, project-specific, finish-specific, fabric-specific, or manufacturer-configured products are not returnable under any circumstances, except to the extent a manufacturer approves a warranty repair or replacement. Purchaser further acknowledges that reasonable variations in color, grain, texture, dye lot, finish, sheen, dimensions, fabric, leather, veneer, laminate, powder coat, material appearance, and other industry-accepted tolerances may occur and shall not constitute defects or grounds for cancellation, rejection, return, refund, or non-payment.

Changes to Orders Any requested change to an accepted order must be submitted in writing and is subject to Seller’s approval and manufacturer approval. Changes may affect pricing, lead times, acknowledged ship dates, delivery dates, installation dates, freight charges, storage charges, design charges, administrative charges, and other project costs. Purchaser is responsible for all additional costs resulting from approved changes, including manufacturer charges, restocking charges, redesign charges, revised shop drawings, revised specifications, administrative time, freight changes, storage, handling, and installation remobilization.

Payment Terms Unless otherwise stated in writing by Seller, standard payment terms are as follows:



Seventy percent (70%) deposit due at the time of order placement; Twenty percent (20%) due at the time of shipment, release to carrier, or manufacturer notification that goods are ready to ship; and Ten percent (10%) due following substantial completion of installation. Seller is not required to order, release, ship, deliver, install, or continue work unless required payments have been received. Payment obligations are not contingent upon Purchaser's receipt of payment from any owner, contractor, lender, tenant, third party, or other funding source unless expressly agreed in writing by Seller. No retainage, back charge, offset, deduction, or withholding shall apply unless expressly agreed in writing by Seller. Credit card payments, if accepted, are subject to a four percent (4%) processing fee or the maximum amount permitted by applicable law. **Late Payments; Interest; Collection Costs** Past due amounts shall accrue interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less, beginning on the date the amount becomes past due and continuing until paid in full. Payments shall be applied first to accrued interest, fees, collection costs, and attorneys' fees, and then to principal. Purchaser agrees to pay all costs incurred by Seller in collecting unpaid amounts, including collection agency fees, court costs, arbitration costs, filing fees, and reasonable attorneys' fees, whether incurred before suit, in litigation, in arbitration, on appeal, in bankruptcy, or otherwise. Seller may suspend performance, withhold delivery, withhold installation, withhold punch-list work, withhold warranty coordination, or withhold further services if Purchaser fails to make timely payment. Suspension caused by non-payment shall not constitute delay or default by Seller. **Lead Times; Manufacturer and Freight Delays** All lead times, ship dates, delivery dates, and installation dates are estimates only and are not guaranteed unless expressly stated in a separate written agreement signed by Seller.

Purchaser acknowledges that Seller relies on manufacturers, suppliers, freight carriers, fabric vendors, finish vendors, logistics providers, and other third parties for production, shipment, delivery, and related information. Seller will make commercially reasonable efforts to coordinate and expedite orders; however, Seller shall not be responsible or liable for manufacturer delays, supplier delays, freight delays, fabric delays, finish delays, production delays, material shortages, labor shortages, carrier delays, customs delays, damage in transit, weather delays, force majeure events, or other circumstances beyond Seller's reasonable control. Orders may not be cancelled, rejected, refunded, back charged, or offset due to delays in manufacturing, shipment, freight, delivery, or installation unless expressly approved in writing by Seller and the applicable manufacturer. Seller shall not be liable for lost profits, business interruption, project delays, liquidated damages, consequential damages, schedule acceleration costs, owner penalties, contractor penalties, or other delay-related damages. **Delivery and Installation** Unless otherwise stated in writing, delivery and installation services will be performed during normal business hours, Monday through Friday, between 8:00 AM and 3:00 PM, excluding holidays. After-hours, weekend, holiday, phased, accelerated, restricted-access, union, prevailing wage, security-controlled, or special-condition delivery or installation work may result in additional charges. Purchaser is responsible for ensuring that the site is ready, clean, dry, secure, climate-controlled where required, and free of debris, trades, construction activity, obstructions, and other conditions that may delay or interfere with delivery or installation. Purchaser shall provide, at no cost to Seller, safe and adequate access to the site, loading docks, elevators, stairways, parking, staging areas, pathways, power, lighting, heat, air conditioning where



required, and other utilities reasonably necessary for delivery and installation. Any site preparation performed by Seller, including moving existing furniture, removing debris, clearing areas, relocating products, waiting time, or working around other trades, will be billed at Seller's then-current hourly rate, plus any applicable costs. **Electrical, Data, Power, and Building Connections** Seller is not responsible for electrical work, data work, hardwiring, core drilling, floor coring, wall penetrations, building power connections, power pole connections, infeed connections, outlet installation, circuiting, code compliance, permitting, inspections, fire alarm work, sprinkler work, low-voltage work, or any other trade work unless expressly stated in writing by Seller. All electrical, data, power, cabling, hardwire connections, permitting, code compliance, and building-system connections must be performed by Purchaser's licensed electrician, data contractor, general contractor, or other qualified trade contractor at Purchaser's sole cost. Seller is not responsible for delays, damages, failed inspections, non-functioning power, non-functioning data, or installation limitations caused by missing, incomplete, defective, non-code-compliant, or unavailable electrical, data, power, or building conditions. **Site Not Ready; Storage; Handling** If the site is not ready for delivery or installation on the scheduled date, Purchaser agrees to accept delivery into storage or another location designated by Seller or the manufacturer. Purchaser shall be responsible for all resulting freight, storage, handling, demurrage, re-delivery, remobilization, labor, and administrative charges. If the site is not ready on the originally scheduled delivery or installation date, Purchaser agrees to remit ninety percent (90%) of the value of the delivered or ready-to-ship goods within ten (10) days of the originally scheduled delivery date, unless a greater amount is already due under the payment schedule. If goods remain in storage more than thirty (30) days after the originally scheduled delivery or installation date, Purchaser agrees to pay storage and handling charges of eighty-five dollars (\$85.00) per day, or the actual storage and handling charges incurred by Seller, whichever is greater, until installation occurs or the goods are otherwise released. **Title; Risk of Loss** Title to all goods shall remain with Seller until Seller receives payment in full. However, risk of loss or damage transfers to Purchaser upon delivery to Purchaser's site, delivery to storage, delivery to a carrier, or delivery to any location designated for the project, whichever occurs first. Purchaser agrees to insure goods after risk of loss transfers and to return, upon demand, any goods for which payment has not been made in accordance with these Terms and Conditions. **Inspection; Damage Claims; Non-Conformance** Purchaser shall inspect all goods immediately upon receipt, delivery, or installation, as applicable. Any visible damage, shortage, defect, or non-conformance must be reported to Seller in writing immediately upon receipt and, in all cases, no later than twenty-four (24) hours after delivery or installation. Damage, shortages, defects, or non-conformances not reported within this time period shall be deemed waived. After-the-fact claims, delayed claims, or claims made after the goods have been moved, used, installed, altered, stored, occupied, or accepted may be denied. A signed delivery receipt, packing slip, bill of lading, installation sign-off, or other acknowledgment shall be considered evidence of Purchaser's receipt and acceptance of the goods, except for properly documented claims submitted within the required claim period. If Seller determines that a timely claim is valid, Seller's sole obligation, at Seller's discretion and subject to manufacturer approval where applicable, shall be to repair, replace, touch up, or coordinate manufacturer warranty service for the affected goods. This remedy shall be exclusive. **Warranties** Manufacturer warranties apply as published by each respective manufacturer and are subject to the manufacturer's terms,



exclusions, claim procedures, and remedies. Seller does not control manufacturer warranty decisions and is not responsible for manufacturer warranty denials, delays, or limitations.

Seller warrants only that Seller-performed delivery and installation services will be performed in a good and workmanlike manner consistent with the agreed scope of work. Except as expressly stated in these Terms and Conditions, Seller makes no warranties, express or implied, including any implied warranties of merchantability, fitness for a particular purpose, suitability, design performance, code compliance, or project schedule compliance. **Limitation of Liability** Seller shall not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages, including lost profits, lost revenue, business interruption, project delay damages, liquidated damages, loss of use, owner penalties, contractor penalties, or other economic losses. In all cases, Seller's total liability shall not exceed the purchase price actually paid to Seller for the specific goods or services giving rise to the claim. **Force Majeure** Seller shall not be liable for delay or failure to perform caused by circumstances beyond Seller's reasonable control, including manufacturer delays, supplier delays, freight delays, labor shortages, material shortages, strikes, fire, flood, weather, natural disasters, pandemics, acts of God, war, terrorism, civil unrest, government action, permitting delays, transportation issues, port delays, tariffs, supply-chain disruption, or any other event outside Seller's reasonable control. **Purchaser Purchase Orders and Conflicting Terms** Any terms or conditions contained in Purchaser's purchase order, acknowledgment, contract form, portal, email, payment document, or other communication that conflict with or add to these Terms and Conditions are expressly rejected unless agreed to in a written document signed by Seller. Seller's acceptance of a purchase order, issuance of an invoice, delivery of goods, or performance of services shall not constitute acceptance of Purchaser's conflicting or additional terms. **Governing Law; Dispute Resolution** These Terms and Conditions shall be governed by the laws of the State of Georgia, without regard to conflicts-of-law principles. Any dispute arising out of or relating to these Terms and Conditions, the quotation, the order, the goods, the services, payment, delivery, installation, or the parties' business relationship shall be resolved exclusively through binding arbitration conducted in Forsyth County, Georgia, unless Seller elects to pursue collection of unpaid amounts through a court of competent jurisdiction. Seller shall be entitled to recover collection costs, arbitration costs, court costs, filing fees, and reasonable attorneys' fees incurred in enforcing payment obligations or otherwise enforcing these Terms and Conditions, to the fullest extent permitted by law. **Entire Agreement** These Terms and Conditions, together with Seller's quotation, proposal, invoice, order acknowledgment, and any written documents signed by Seller, constitute the entire agreement between Seller and Purchaser and supersede all prior proposals, negotiations, communications, representations, and agreements, whether written or oral. No modification, waiver, or exception shall be valid unless agreed to in writing by Seller.