

R139569



## Proposal

Remit To:  
The Inside Source, Inc.  
PO BOX 45228

San Francisco, CA 94145-0228

Please include invoice # on check

San Carlos Office -  
Headquarters  
985 Industrial Road #101  
San Carlos, CA 94070  
650.508.9101

San Francisco Office  
Two Embarcadero Center  
Promenade Level, Suite R2308  
San Francisco, CA 94111  
415.399.5300

San Jose Office  
300 Park Avenue, Suite 150  
San Jose, CA 95110  
408.389.7341

Concord Office  
1221 Diamond Way  
Concord, CA 94520

Sacramento Office  
100 Howe Avenue, Suite  
197N  
Sacramento, CA 95825

Quote/Order No	56442
Date	01/22/2024
Client PO No	
Contract Number	Allsteel Omnia Contract R19182 SitOnIt Omnia Contract R191803 Maverick TIPS Contract 210305
Client Name	Mt Diablo Unified School Dist
Salesperson	Debby Cappadona
Project Number	

T Mt Diablo Unified School District  
O 2326 Bisso Lane  
Concord, CA 94520

ATTN: \*UPDATE CONTACT\*  
Phone: 9258257440  
Email: acevedo@mdusd.org

S Willow Creek Ed Center  
H 1026 Mohr Ln  
I Concord, CA 94518-3833  
P

T ATTN: Karen Doig  
O Phone: 925-682-8000 ext 6201  
Email: doigk@mdusd.org

This pricing is valid through February 23rd 2024. Allsteel will have an OMNIA price increase on March 1st 2024.

PO made out to Insidesource

Allsteel Omnia Contract R19182  
SitOnIt Omnia Contract R191803  
Maverick TIPS Contract 210305

Debby Cappadona dcappadona@insidesource.com 925-963-0737

Line	Quantity	Catalog Number/Description	List	Unit Price	Extended Amount
3	3.00 Each	Allsteel OH1530FD--.YZ-\$(P1)-.P27-.OMT 15H X30W FLIPPER DOOR OVERHEAD-NO PULL .YZ:Stride-DNA-Optimize \$(P1):P1 Paint Opts .P27:Black .OMT:omt Core to Ord key Alike Mark Line For: Tag TG: CWA 1-3	\$1,013.00	\$308.97	\$926.91
4	3.00 Each	Allsteel PM187-233A--\$(P1)-.P27-.EL-.OMT ESSENTIALS MOBILE PED BBF 28HX22-7/8DX15W ARCH PULL \$(P1):P1 Paint Opts .P27:Black .EL:Matte Silver .OMT:omt Core to Ord key Alike Mark Line For: Tag TG: CWA 1-3	\$1,257.00	\$383.39	\$1,150.17
5	1.00 Each	Allsteel LKFE2SLV--\$(KEYNUM)-.SEQ-101-.4 LOCK CORE KIT SILVER - 2 CORES 2 KEYS \$(KEYNUM):Key Number .SEQ:Key Number Sequence Start 101:Key Number 101 .4:4 Mark Line For: Tag TG: CWA 1-3	\$190.00	\$57.95	\$57.95



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6	3.00 Each	Allsteel T53060S--\$(L1STD)-.LWD-DD-.P PRIMARY 30DX60W FLAT EG LAM W/GROMMETS \$(L1STD):Grd L1 Standard Laminates .LWD:Natural Maple .DD:Natural Maple *Prev EDD* .P:Plastic Grommet Mark Line For: Tag TG: CWA 1-3	\$764.00	\$233.02	\$699.06
7	6.00 Each	Allsteel T6BK--\$(P1)-.P27 WORKSURFACE BRACKET KIT \$(P1):P1 Paint Opts .P27:Black Mark Line For: Tag TG: CWA 1-3	\$70.00	\$21.35	\$128.10
8	4.00 Each	Allsteel TK06524WR--\$(P1)-.P27 STRUCTURAL RACEWAY PNL FR-NO TOP TRIM 65HX24W \$(P1):P1 Paint Opts .P27:Black Mark Line For: Tag TG: CWA 1-3	\$455.00	\$138.78	\$555.12
9	10.00 Each	Allsteel TK06530WR--\$(P1)-.P27 STRUCTURAL RACEWAY PNL FR-NO TOP TRIM 65HX30W \$(P1):P1 Paint Opts .P27:Black Mark Line For: Tag TG: CWA 1-3	\$468.00	\$142.74	\$1,427.40
10	4.00 Each	Allsteel TK324PTFK--\$(P1)-.P27 TERR FLAT TOP TRIM \$(P1):P1 Paint Opts .P27:Black Mark Line For: Tag TG: CWA 1-3	\$62.00	\$18.91	\$75.64
11	10.00 Each	Allsteel TK330PTFK--\$(P1)-.P27 TERR FLAT TOP TRIM \$(P1):P1 Paint Opts .P27:Black Mark Line For: Tag TG: CWA 1-3	\$71.00	\$21.66	\$216.60
12	4.00 Each	Allsteel TK365EF--\$(P1)-.P27 E END TRIM FLAT CONNKIT - 65H BASE PANEL \$(P1):P1 Paint Opts .P27:Black	\$152.00	\$46.36	\$185.44



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		Mark Line For: Tag TG: CWA 1-3			
13	2.00 Each	Allsteel TK365LF--\$(P1)-.P27 L 90-DEGREE FLAT CONNKIT - 65H BASE PANEL \$(P1):P1 Paint Opts .P27:Black Mark Line For: Tag TG: CWA 1-3	\$250.00	\$76.25	\$152.50
14	2.00 Each	Allsteel TK365TF--\$(P1)-.P27 T 3-WAY FLAT CONNECTOR KIT - 65H BASE PANEL \$(P1):P1 Paint Opts .P27:Black Mark Line For: Tag TG: CWA 1-3	\$250.00	\$76.25	\$152.50
15	8.00 Each	Allsteel TKG46524T--\$(A)-.TP-935 TER TACKABLE ACOUSTIC TILE 65H X 24W \$(A):GRD A FAB .TP:Tempest 935:Zebra Mark Line For: Tag TG: CWA 1-3	\$290.00	\$88.45	\$707.60
16	20.00 Each	Allsteel TKG46530T--\$(A)-.TP-935 TER TACKABLE ACOUSTIC TILE 65H X 30W \$(A):GRD A FAB .TP:Tempest 935:Zebra Mark Line For: Tag TG: CWA 1-3	\$332.00	\$101.26	\$2,025.20
17	3.00 Each	Allsteel Z5SC60 48W EXTERNAL SUPT CHANNEL FOR 60W W/S Mark Line For: Tag TG: CWA 1-3	\$106.00	\$32.33	\$96.99
18	3.00 Each	Allsteel ZS30--\$(P1)-.P27 30W OPEN BOOKSHELF/STRIDE HEIGHT \$(P1):P1 Paint Opts .P27:Black Mark Line For: Tag TG: CWA 1-3	\$467.00	\$142.44	\$427.32
19	3.00 Each	Allsteel ALED17U 17IN UNDERCABINET LED LIGHT W/ POWER SUPPLY Mark Line For: Tag TG: CWA 1-3	\$1,014.00	\$309.27	\$927.81
					\$693.60



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20	6.00 Each	Allsteel A871230--.P POWER HARNESS 30W .P:Black Mark Line For: Tag TG: CWA 4-6	\$379.00	\$115.60	
21	1.00 Each	Allsteel A871236--.P POWER HARNESS 36W .P:Black Mark Line For: Tag TG: CWA 4-6	\$379.00	\$115.60	\$115.60
22	1.00 Each	Allsteel A873501--.E4 TER/2.6/ALIGN DUPLEX RECEPTACLE CIRCUIT 1 .E4:Black Mark Line For: Tag TG: CWA 4-6	\$69.00	\$21.05	\$21.05
23	1.00 Each	Allsteel A873502--.E4 TER/2.6/ALIGN DUPLEX RECEPTACLE CIRCUIT 2 .E4:Black Mark Line For: Tag TG: CWA 4-6	\$69.00	\$21.05	\$21.05
24	1.00 Each	Allsteel A873503--.E4 TER/2.6/ALIGN DUPLEX RECEPTACLE CIRCUIT 3 .E4:Black Mark Line For: Tag TG: CWA 4-6	\$69.00	\$21.05	\$21.05
25	3.00 Each	Allsteel A873504--.E4 TER/2.6/ALIGN DUPLEX RECEPTACLE CIRCUIT 4 .E4:Black Mark Line For: Tag TG: CWA 4-6	\$69.00	\$21.05	\$63.15
26	1.00 Each	Allsteel A876072--.P BASE INFEED 6FTSEALTIGHT CABLE .P:Black Mark Line For: Tag TG: CWA 4-6	\$426.00	\$129.93	\$129.93
27	3.00 Each	Allsteel OH1530FD--.YZ-\$(P1)-.P27-.OMT 15H X30W FLIPPER DOOR OVERHEAD-NO PULL .YZ:Stride-DNA-Optimize \$(P1):P1 Paint Opts .P27:Black .OMT:omt Core to Ord key Alike	\$1,013.00	\$308.97	\$926.91



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		Mark Line For: Tag TG: CWA 4-6			
28	3.00 Each	Allsteel PM187-233A--\$(P1)-.P27-.EL-.OMT ESSENTIALS MOBILE PED BBF 28HX22-7/8DX15W ARCH PULL \$(P1):P1 Paint Opts .P27:Black .EL:Matte Silver .OMT:omt Core to Ord key Alike Mark Line For: Tag TG: CWA 4-6	\$1,257.00	\$383.39	\$1,150.17
29	1.00 Each	Allsteel LKFE2SLV--\$(KEYNUM)-.SEQ/-105-.4 LOCK CORE KIT SILVER - 2 CORES 2 KEYS \$(KEYNUM):Key Number .SEQ/:Key Number Sequence Start 105:Key Number 105 .4:4 Mark Line For: Tag TG: CWA 4-6	\$190.00	\$57.95	\$57.95
30	3.00 Each	Allsteel T53060S--\$(L1STD)-.LWD-.DD-.P PRIMARY 30DX60W FLAT EG LAM W/GROMMETS \$(L1STD):Grd L1 Standard Laminates .LWD:Natural Maple .DD:Natural Maple *Prev EDD* .P:Plastic Grommet Mark Line For: Tag TG: CWA 4-6	\$764.00	\$233.02	\$699.06
31	6.00 Each	Allsteel T6BK--\$(P1)-.P27 WORKSURFACE BRACKET KIT \$(P1):P1 Paint Opts .P27:Black Mark Line For: Tag TG: CWA 4-6	\$70.00	\$21.35	\$128.10
32	4.00 Each	Allsteel TK06524WR--\$(P1)-.P27 STRUCTURAL RACEWAY PNL FR-NO TOP TRIM 65HX24W \$(P1):P1 Paint Opts .P27:Black Mark Line For: Tag TG: CWA 4-6	\$455.00	\$138.78	\$555.12
33	10.00 Each	Allsteel TK06530WR--\$(P1)-.P27 STRUCTURAL RACEWAY PNL FR-NO TOP TRIM 65HX30W \$(P1):P1 Paint Opts .P27:Black Mark Line For: Tag TG: CWA 4-6	\$468.00	\$142.74	\$1,427.40



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34	1.00 Each	Allsteel TK06536WR--\$(P1)-.P27 STRUCTURAL RACEWAY PNL FR-NO TOP TRIM 65HX36W \$(P1):P1 Paint Opts .P27:Black Mark Line For: Tag TG: CWA 4-6	\$487.00	\$148.54	\$148.54
35	4.00 Each	Allsteel TK324PTFK--\$(P1)-.P27 TERR FLAT TOP TRIM \$(P1):P1 Paint Opts .P27:Black Mark Line For: Tag TG: CWA 4-6	\$62.00	\$18.91	\$75.64
36	10.00 Each	Allsteel TK330PTFK--\$(P1)-.P27 TERR FLAT TOP TRIM \$(P1):P1 Paint Opts .P27:Black Mark Line For: Tag TG: CWA 4-6	\$71.00	\$21.66	\$216.60
37	1.00 Each	Allsteel TK336PTFK--\$(P1)-.P27 TERR FLAT TOP TRIM \$(P1):P1 Paint Opts .P27:Black Mark Line For: Tag TG: CWA 4-6	\$79.00	\$24.10	\$24.10
38	5.00 Each	Allsteel TK365EF--\$(P1)-.P27 E END TRIM FLAT CONNKIT - 65H BASE PANEL \$(P1):P1 Paint Opts .P27:Black Mark Line For: Tag TG: CWA 4-6	\$152.00	\$46.36	\$231.80
39	1.00 Each	Allsteel TK365LF--\$(P1)-.P27 L 90-DEGREE FLAT CONNKIT - 65H BASE PANEL \$(P1):P1 Paint Opts .P27:Black Mark Line For: Tag TG: CWA 4-6	\$250.00	\$76.25	\$76.25
40	3.00 Each	Allsteel TK365TF--\$(P1)-.P27 T 3-WAY FLAT CONNECTOR KIT - 65H BASE PANEL \$(P1):P1 Paint Opts .P27:Black Mark Line For: Tag TG: CWA 4-6	\$250.00	\$76.25	\$228.75



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41	8.00 Each	Allsteel TKG46524T-\$(A)-.TP-935 TER TACKABLE ACOUSTIC TILE 65H X 24W \$(A):GRD A FAB .TP:Tempest 935:Zebra Mark Line For: Tag TG: CWA 4-6	\$290.00	\$88.45	\$707.60
42	20.00 Each	Allsteel TKG46530T-\$(A)-.TP-935 TER TACKABLE ACOUSTIC TILE 65H X 30W \$(A):GRD A FAB .TP:Tempest 935:Zebra Mark Line For: Tag TG: CWA 4-6	\$332.00	\$101.26	\$2,025.20
43	2.00 Each	Allsteel TKG46536T-\$(A)-.TP-935 TER TACKABLE ACOUSTIC TILE 65H X 36W \$(A):GRD A FAB .TP:Tempest 935:Zebra Mark Line For: Tag TG: CWA 4-6	\$373.00	\$113.77	\$227.54
44	3.00 Each	Allsteel Z5SC60 48W EXTERNAL SUPT CHANNEL FOR 60W W/S Mark Line For: Tag TG: CWA 4-6	\$106.00	\$32.33	\$96.99
45	3.00 Each	Allsteel ZS30-\$(P1)-.P27 30W OPEN BOOKSHELF/STRIDE HEIGHT \$(P1):P1 Paint Opts .P27:Black Mark Line For: Tag TG: CWA 4-6	\$467.00	\$142.44	\$427.32
46	3.00 Each	Allsteel ALED17U 17IN UNDERCABINET LED LIGHT W/ POWER SUPPLY Mark Line For: Tag TG: CWA 4-6	\$1,014.00	\$309.27	\$927.81
47	6.00 Each	Allsteel AW2TS24N60CB-\$(P1)-.P27-.B 24X60 NSTG T-LEG/CST \$(P1):P1 Paint Opts .P27:Matte Black .B:Black Mark Line For: Tag TG: CWA TABLES	\$1,530.00	\$550.80	\$3,304.80



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48	6.00 Each	Allsteel AW3LF2460T--X\$(L1STD)-.LWD-.DD-.AGO 24DX60W AWARE TOP LAM FLATEDG FOR T-FIXED OR NEST .X:Standard Wood \$(L1STD):Grd L1 Standard Laminates .LWD:Natural Maple .DD:Natural Maple *Prev EDD* .AGO:No Cutouts Mark Line For: Tag TG: CWA TABLES	\$696.00	\$250.56	\$1,503.36
49	4.00 Each	Allsteel T52460SN--\$(L1STD)-.LWD-.DD Primary 24Dx60W Flat Eg Lam w/o Grom \$(L1STD):Grd L1 Standard Laminates .LWD:Natural Maple .DD:Natural Maple *Prev EDD*  Tag: A2	\$697.00	\$212.59	\$850.36
51	1.00 Each	Maverick Desk MCRCAS3072L--(MAP)-(MAP)-(MAP)-(MAP)-MMH3S--- Reception Single Ped Desk, Left BF Lock & Handles, Desk counter only 30x72 (MAP):Maple (MAP):Maple (MAP):Maple (MAP):Maple MMH3S:Crcsnt- Rnd Contour Silver (2) ~:No Selection of Option ~:No Selection of Option Mark Line For: Tag TG: Room1 Tag GC: MCRCAS3072L	\$2,861.00	\$1,386.46	\$1,386.46
52	1.00 Each	Maverick Desk Maverick Freight Maverick Freight	\$0.00	\$769.23	\$769.23
53	12.00 Each	Sit on it Seating. Ideon. Sit on It, Symmetry 2221FT1MB.USAR1--FC1-CS6-MC22-FABRIC--FG2-ELEMENT- ONYX-- Wit, Side, 4-leg, Mesh Back, Upholstered Seat, Fixed Arms FC1:Black Frame CS6:Hard Floor and Carpet Casters MC22:Desert FABRIC:Fabric Grade Selections ~:No Selection FG2:Fabric Grade 2 ELEMENT:Element Standard Color Selection	\$591.00	\$271.86	\$3,262.32





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		ONYX:Element Onyx ~:Std Packaging Mark Line For: Tag TG: CWA TABLES Tag GC: 2221FT1MB.USAR1			
54	1.00 Each	ESCUE & ASSOCIATED INC Prevailing Wage Assembly and Delivery OTM Prevailing Wage Assembly and Delivery during normal business hours	\$0.00	\$9,907.48	\$9,907.48
55	15.00 Hours	INSIDESOURCE Specification Services Design and Specification services	\$90.00	\$90.00	\$1,350.00
56	5.00 Hours	INSIDESOURCE Project Management Services Onsite project manager during normal business hours.	\$90.00	\$90.00	\$450.00

Product:	\$31,643.89
Shipping & Handling:	\$769.23
Delivery/Install:	\$9,907.48
Design/PM Services:	\$1,800.00
Tax:	\$4,301.75
<b>Grand Total USD:</b>	<b>\$48,422.35</b>

**Note: A 2.5% charge will be included on all orders paid with Credit Card**

Please send remittance advice to: [accountsreceivable@insidesource.com](mailto:accountsreceivable@insidesource.com)

Quote Valid for 30 Days Unless Otherwise Noted

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED

THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

Accepted By:

Date Accepted:

\_\_\_\_\_

\_\_\_\_\_



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### Service Agreement – Terms & Conditions

This Service Agreement ("Agreement"), dated \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") is made by and between The Inside Source, Inc., ("Seller") and \_\_\_\_\_ ("Buyer").

1. **ORDERS:** Buyer's order will not be processed until Seller has approved and received:

\_\_\_\_\_  
Signed Service Agreement - Terms & Conditions  
\_\_\_\_\_  
Signed quote or binding purchase order  
\_\_\_\_\_  
Approved and signed drawings and specifications, if applicable  
\_\_\_\_\_  
Completed and signed credit application and Buyer's good credit rating and standing with Seller

2. **PAYMENT:**

General Orders: A 50% deposit is required for all orders and is due upon receipt of deposit invoice. Unless otherwise noted, a deposit is not required for subsequent orders under \$10,000. The remaining balance will be invoiced upon delivery or initiation of installation of product, with payment terms of net 30 days from the date of the original invoice. Buyer may address minor defects by rejecting and withholding payment only for furniture noted on a delivery ticket or punch list as rejected ("in punch items") and in no event may Buyer withhold payment for more than 10% of an invoice to cover punch items.

Stocked Product Order: In the event of order placed for stocked product (i.e., Seller's inventory kept / available on hand for sale), Buyer is required to deposit the full amount for all orders and is due upon placing the order.

Additional Payment Terms:

If projects are delayed or interrupted due to no fault of Seller, the product will be billable upon shipment and Buyer remains obligated to pay each invoice when due. Seller can ship/install or provide services from a single purchase order, and invoice Buyer, in stages and Buyer agrees to pay Seller for products and services when invoiced per established credit terms. Unpaid invoices past the due date will accrue interest which is the lesser of 1.5% per month or the maximum rate amount allowed by law. All fees, including reasonable attorney's fees, incurred in collection of monies due to the Seller will be paid by Buyer. A 2.5% transaction fee will be included on all orders paid by Credit Card.

3. **CANCELLATIONS:** All or part of a product order cannot be cancelled without prior written approval by Seller. If Buyer cancels after an order is initiated, Buyer will pay all charges incurred through cancellation date including any applicable restocking fees. These charges vary based on specific manufacturer policies.

**CANCELLATION OF LABOR + SERVICES:** Service and labor must be cancelled a minimum of 24 hours prior to start time/date. Failure to so cancel will subject Buyer to a minimum fee equal to four (4) hours times the number of men scheduled in the crew times the hourly bill rate of each crew member; direct ship reassignment; double handling fees; storage; and redelivery. Design costs accrued up to time of cancellation are payable by Buyer.

4. **RETURNS:** Manufacturers do not accept the return of product. Product may not be returned or replaced, credit or deduction taken, or refund requested without prior written authorization from Seller and payment by Buyer of restocking, pick-up, uninstall and freight fees. Damaged or defective items will be repaired or replaced at the manufacturer's discretion.
5. **PRICES:** Prices quoted are valid for 30 days. Quotes may not include all applicable taxes. Taxes will be added to invoice and prevailing tax rates will be applied. Shipping and handling charges may vary based on the final invoice from manufacturers.
6. **TITLE AND RISK OF LOSS:** Title and risk of loss pass to Buyer (a) on delivery to Buyer's dock, or (b) if product is shipped directly from manufacturer at FOB manufacturer's factory, or (c) if Buyer is unable to take delivery of product and requests that Seller store product, on earlier of date of storage or initial delivery date. Seller has a security interest in the product until all invoices have been paid in full and Buyer will execute documents to perfect that security interest.



## Proposal

Remit To:

The Inside Source, Inc.

PO BOX 45228

San Francisco, CA 94145-0228

Please include invoice # on check

San Carlos Office -  
Headquarters  
985 Industrial Road #101  
San Carlos, CA 94070  
650.508.9101

San Francisco Office  
Two Embarcadero Center  
Promenade Level, Suite R2308  
San Francisco, CA 94111  
415.399.5300

San Jose Office  
300 Park Avenue, Suite 150  
San Jose, CA 95110  
408.389.7341

Concord Office  
1221 Diamond Way  
Concord, CA 94520

Sacramento Office  
180 Howe Avenue, Suite  
197N  
Sacramento, CA 95825

Quote/Order No	56442
Date	01/22/2024
Client PO No	
Contract Number	Allsteel Omnia Contract R19182 SitOnIt Omnia Contract R191803 Maverick TIPS Contract 210305
Client Name	Mt Diablo Unified School Dist
Salesperson	Debby Cappadona
Project Number	

### 7. DELIVERY AND INSTALLATION:

- Business Hours:** Normal working hours are from 8:00am – 4:00pm, Monday through Friday unless otherwise noted and agreed to, excluding holidays. Overtime labor costs will be added when overtime work is performed at the Buyer's request or if Seller incurs additional labor costs due to unfavorable building conditions.
  - Condition of Job Site:** The job site will be clean and free of debris prior to delivery and installation. If other trades on the job site delay the installation, the Buyer shall pay any additional fees. It is the Buyer's responsibility to clear the area prior to the start of the installation. Buyer is responsible for moving computers and all related equipment.
  - Building Electrical Connections:** It is the responsibility of the Buyer to make electrical connections from the building power supply to the furniture and/or panel systems unless otherwise agreed to. Data and telephone cabling is also the responsibility of the Buyer.
  - Protection of Delivered Goods:** Property damage/replacement insurance costs are the responsibility of the Buyer. Buyer is responsible for all loss or damage by trades such as painting or plastering, electrical or telephone installation, fire or other elements.
  - Job Site Services:** Electric current, HVAC and elevator services will be furnished without charge to Seller. Adequate facilities for off-loading, staging and handling of merchandise will be provided by the Buyer without charge to Seller. For any services or conditions outside the norm, which incur additional costs, the Buyer will pay the fees.
  - Storage:** If Buyer is unable to take delivery of product processed through Seller's distribution center, at the agreed upon date, Seller, at Buyer's request, will store the product for the Buyer for a 30 day period at no charge to the Buyer. After 30 days, storage and handling fees will apply and will be paid by Buyer. Delay of direct deliveries to the Buyer's site will incur storage and handling fees and will be paid by the Buyer.
  - Scope:** Any services requested outside the original scope of work will be considered as a change order and will be subject to billing at the current hourly rate.
- INDUSTRY STANDARDS:** All products, including veneers, are subject to reasonable variations in color, pattern, grain and finish according to the trade customs of the industry. These variations, or any subtle changes over time, are not considered defects.
  - CLAIMS:** Seller will file claims for transportation damage except drop shipments which are the responsibility of Buyer.
  - DELAY:** Seller is not liable for failure, delay or interruption in performance which is beyond Seller's control including strikes, lockouts, work stoppages, accidents, manufacturers' production schedule and acts of God including weather, war, and terrorism.
  - LIMITATION OF LIABILITY:** Seller is not liable to Buyer for any indirect, incidental, consequential or punitive damages. Seller's maximum liability for breach of these Terms and Conditions is the amount received from Buyer hereunder.
  - LOSS:** Buyer agrees to hold Seller harmless from all claims, expenses, fees and losses related to its breach of these Terms and Conditions and any related document.
  - AGREEMENT:** These Terms and Conditions supersede all prior oral and written agreements related hereof. These Terms and Conditions can only be amended in a writing signed by Seller and Buyer's authorized officers. If these Terms and Conditions conflict with the documents in section 1, these Terms and Conditions control. These Terms and Conditions are governed by the laws of the State of CA, without regard to its conflict of laws provisions. Buyer waives application of Article 2 of the Uniform Commercial Code. If any term of these Terms and Conditions is invalid, illegal or unenforceable it will not apply but the remaining terms will continue to apply. Headings are for reference only and are not to be used in interpreting these Terms and Conditions.
  - WARRANTY:** Product warranty is provided by each manufacturer. Seller disclaims all express or implied Warranties.

BUYER: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name & Title: \_\_\_\_\_

