



TERMS AND CONDITIONS OF SALE

For these Terms and Conditions of Sale ("Terms and Conditions"), the buyer will be referred to as the "Client" and the seller will be referred to as "Young Office".

Order Acceptance

A credit application must be approved prior to an order being placed for new customers with orders of 5,000.00 or more.

A signed quote or customer PO is required for all orders.

Payment Terms

Payment is due 10 days from date of invoice.

An advance payment of 65% is required with all orders for transactions less than \$100,000.

Young Office requires a 65% advance payment prior to order, 25% payment upon confirmed delivery, and 10% payment upon completion of project, for transactions greater than \$100,000.

The Client agrees to pay a service charge of 1.5% per month at the annual percentage rate of eighteen per cent (18%) on all delinquent invoices. This includes all expenses, attorney fees and court costs which Young Office incurs by reason of Client's default.

A fee of \$20.00 will be charged to the Client for each check that is returned by the bank. Young Office reserves the right to place a Client's account on "credit hold" if a payment delinquency occurs.

Young Office accepts payment by Check, ACH, or Credit card. A 3% handling fee will be charged on all Credit card Payments.

Delivery and Installation

The Client shall render the jobsite clean, clear, and free of debris prior to delivery and installation.

Electric current, heat, hoisting and/or elevator service will be furnished without charge to Young Office. Additional charges will be billed if a stair carry is required. Adequate facilities for off-loading, staging, moving, and handling of merchandise will be provided. The Client is responsible for the costs, and all work required, in conjunction with the connection of building power to office furniture system. The Client is responsible for all installation of data and telephone wiring and cost of same. Electrical connections from the building power supply to a furniture panel system must be made by a qualified electrician, contracted by the Client at Client's expense. Young Office will quote the Client on providing a qualified electrician if necessary.

Furnishings delivered and brought to the job site shall be inspected and conditionally accepted by the Client at time of delivery. Title to the delivered goods shall pass to the Client at that time. Any loss or damage by weather, other trades, fire, or other elements, or by parties not under the direction and control of Young Office shall be the Client's responsibility after arrival at the site. The Client agrees to hold Young Office harmless from loss for any such reasons.

Delivery and Installation will be made during normal working hours (8:00 AM - 5:00 PM, Monday through Friday). Additional labor costs resulting from overtime work performed at the Client's request or from labor or building conditions will be passed on to the Client.

Prices

Prices for purchased items may not include any sales, use or excise taxes imposed by any governmental body. Such taxes will be added to the invoice at the time of billing. Clients who are exempt from taxes will provide Young Office with copies of exemption certificates upon execution of these Terms & Conditions. Applicable freight charges will be added to the invoice at time of billing.

Specifications

Young Office will not be held responsible for the accuracy of specifications generated by an outside firm or person. Young Office will take responsibility for specifications generated by personnel of Young Office.

Changes in Requirements

Changes in quantity or specifications after execution of these Terms & Conditions are subject to revisions in pricing and delivery requirements. Such revisions will not be effective unless made pursuant to a writing executed by both the Client and Young Office.

Returns

Items ordered on the attached "Exhibit A" are not eligible for return. These items have been specified and will be ordered per the unique requirements of the Client. Young Office will not take back furnishings that have been approved and ordered by the Client.

Cancellations

Requests for order changes/cancellations for standard ship orders must be submitted to Young Office within five business days from the execution of these Terms & Conditions. Such changes/cancellations are subject to the terms and conditions of our suppliers. No changes and/or cancellations are allowed on Express Ship orders. These Terms & Conditions will be re-executed with a revised "Exhibit A" in the event of approved changes to ordered items.

Delays/Storage

The Client will inform Young Office of any delays that will prevent the installation from commencing on the agreed upon schedule within 5 business days of installation start date.

Young Office may attempt to delay shipment of product if the Client's site has delays that prevent the original install schedule from taking place. Young Office will invoice 90% of the order balance upon receipt if production of the product has already begun and cannot be delayed.

The cost of any replacement parts, or entire replacement units, will be the responsibility of the Client when damages are found after the time frame in which Young Office can file a freight claim.

The Client will be responsible to pay any additional charges billed by Young Office for excessive handling, transportation, etc. due to site conditions not being ready. Young Office will invoice the Client, and Client will be obligated to pay the invoice per the payment terms noted herein, if the job site is not available on the mutually agreed upon date. Young Office will store the product and the Client will be obligated to pay storage fees at the current rate per square foot of product stored until the job site is available.

Freight

Freight charges will be added to the invoice, to be paid by the Client, if applicable. Claims for transportation damage will be filed by Young Office for all furniture received and inspected by Young Office personnel. Damaged furnishings will be repaired or replaced.

It is the Client's responsibility to receive and inspect all merchandise and to file freight claims in the event of any damage on drop shipments.

Quality

Manufacturers represented by Young Office warrant their products against defects during normal usage. Young Office warrants these products to the same extent as the manufacturer's warranties.

Punch list

A representative from Young Office and a representative from the Client will prepare a final punch list immediately upon completion of a project, outlining necessary work to be performed to complete the project as ordered. Any work or product not listed on the punch list will be at the Client's expense.

Security Interest of Young Office

The Client hereby grants to Young Office a security interest in the ordered items listed on the attached "Exhibit A" to secure payment by Client under the Payment Terms outlined in these Terms & Conditions.

Young Office shall have the remedies of a secured party under Title 36 of the South Carolina Code of laws, as amended, or under the Commercial Code of any other state as applicable, upon default in payment by the Client under the Payment Terms above.

General

All transactions between the Client and Young Office are deemed to have been entered into in the County of Greenville, State of South Carolina. South Carolina law shall govern such transactions, and jurisdiction and venue for all legal proceedings related thereto shall lie solely in the state and federal courts sitting in Greenville County, South Carolina.

No terms or conditions of purchase orders that are different from these Terms and Conditions will become part of any agreement unless approved in writing by Young Office.

The Terms and Conditions shown herein shall not apply when applicable terms and conditions of sale take precedence, such as those found in State Contract transactions or those associated with published account-specific agreements.

Customer Signature

Date