



## GENERAL TERMS AND CONDITIONS

The following terms and conditions of sale shall apply to any sale of goods and service by LabTech Supply Company (Hereinafter "Seller"). Purchaser shall be deemed to have full knowledge of the terms and conditions herein and such terms and conditions shall be binding if either the goods and services referred to herein are delivered to and accepted by the Purchaser, or if Purchaser does not within two (2) business days from the date hereof deliver to the Seller written objections to said term and conditions or any part thereof.

1. **General.** In the event of any conflict or inconsistency between the terms and conditions of sale herein and the terms and conditions contained in Purchaser's order (including standard printed language) or in any other form issued by Purchaser, whether or not any such form has been acknowledged or accepted by Seller, Seller's terms and conditions herein shall prevail. Additional or inconsistent terms or conditions provided by Purchaser are rejected by Seller and shall be of no force or effect whatsoever. No waiver, alternation or modification of these terms and conditions shall be binding upon Seller unless made in writing and signed by a duly authorized representative or Seller.
2. **Quotations.** Unless otherwise stated, Seller's quotation shall be null and void unless accepted by Purchaser within sixty (60) days from the date of quotation. Seller reserves the right to increase prices on any quote or accepted order without notice to reflect raw material cost increases or surcharges incurred by the Seller and defer or cancel any quote or accepted order in the event the Company is delayed or prevented from performing due to shortages or allocations of raw materials. In the event of a delay or cancellation resulting from shortages or allocations of raw materials, the Seller shall not be liable to contractor for any damages incurred by Buyer as a result of any such delay or cancellation.
3. **Prices.** All quoted prices are based in the United States Dollars (USD). Unless otherwise stated in the quotation, quoted prices are subject to change by Seller with or without notice until Purchaser's acceptance. Prices are subject to correction for error. Unless otherwise stated, all prices are FOB Origin/Point of Shipment and include domestic packing. Delivery to the carrier is delivery to the Purchaser.
4. **Shipping.** The shipping/freight cost estimate is an approximation and is not guaranteed. The estimate is based on information provided from the client regarding project requirements. Actual cost may change once all project elements are finalized or negotiated. Prior to any changes of shipping cost, the client will be notified. Unless prior written authorization is obtained from an authorized representative of Seller to deviate from these terms, Seller shall select customary methods of transportation and such transportation will be at Purchaser's expense. Special methods of transportation or additional services will be used upon Purchaser's request (and Seller's written approval) and at Purchaser's additional expense provided reasonable notice of Purchaser's transportation requirements are given by Purchaser to Seller prior to shipment.
5. **Taxes.** For all states except California and Massachusetts, quotes prices do not include sales, use, value-added or similar tax, unless expressly stated in writing by Seller. Accordingly, in addition to the price specified herein, the amount of any present or future sales, use, value-added or similar tax applicable to the sale of the goods hereunder to or the use of such goods by Purchaser shall be paid by Purchaser to the entire exoneration of Seller. For sales made in California and Massachusetts, Seller shall collect sales tax unless Purchaser completes and submits to Seller, and seller approves, a sales tax exemption certificate prior to completion and/or shipment of purchase or sale of goods.
6. **Delivery.** Delivery schedules are approximate and are based on prevailing market conditions applicable respectively at the time of Sellers' quotation and Seller's acceptance of Purchaser's order. Seller may extend delivery schedules or may, at its option, cancel Purchaser's order in full or in part without liability other than to return any deposit or prepayment which is unearned by reason of the cancellation. If delivery is delayed by Purchaser, Purchaser shall be responsible and pay Seller any handling and storage charges as a result of the delay.
7. **Force Majeure.** Seller shall not be responsible or liable for any loss or damage incurred by Purchaser herein resulting from causes beyond the reasonable control of Seller including, but without limitation, acts of God; epidemic; pandemic (including COVID-19); outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; war; invasion; insurrection; riot; the order of any civil or military authority; fire; flood; weather; acts of the elements; delays in transportation; unavailability of equipment or materials; breakdown of webhost or internet provider or communications; lack of raw material or energy; sabotage, lock-outs; strikes or labor disputes; or the failure of Seller's suppliers to meet their



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delivery promises. The acceptance of delivery of the equipment by Purchaser shall constitute a waiver of all claims for loss or damage due to any other delay whatsoever. The Parties hereby acknowledge that while current events related to the Covid-19 pandemic are known, future impacts of the outbreak are unforeseeable and shall be considered a Force Majeure event to the extent that they prevent the performance of a Party's obligations under this Agreement.

8. **Shipment/Damages or Shortages in Transport/Risk.** Except for obligations stated under "LIMITED WARRANTY" herein, Seller's responsibility for goods ceases upon delivery to the carrier. Purchaser is expected to inspect all deliveries from carrier for damage and shortage. In the event of loss or damage during shipment, Purchaser's claim shall be against the carrier only. Seller will, however, give Purchaser any reasonable assistance to secure adjustment of Purchaser's claim against the carrier provided immediate notice of such claim is given by Purchaser to Seller. Claims for shortages or damage prior to shipment must be made in writing to Seller within seven (7) business days after receipt of goods by Purchaser and must include photographs of the alleged damage, a copy of notation of damaged goods on the delivery ticket, and all damaged goods shall be returned immediately to the Seller. If Seller does not receive written notification and photographs of such shortages within such seven (7) business days, it shall be conclusively presumed that the goods were delivered damage-free in their entirety. Unless agreed upon otherwise in writing, Seller reserves the right to make partial shipments and to submit invoices for partial shipments.
9. **Storage Fees and Transportation.** Once scheduled delivery dates have been confirmed, in the event there are delays not caused by LabTech Supply Company, storage fees will be assessed to the customer after the 4th day from the scheduled shipping date. Fees will be assessed at a daily rate between \$100-\$500/day, depending on the size of product stored and then-current local off-site storage rates. This does not include transportation to the storage facility and will be added separately.
10. **Title.** Title to the goods or any part thereof shall not pass from Seller to Purchaser until all payments due hereunder have been duly made. The goods shall be and remain personal or moveable property, notwithstanding their mode of attachment to realty or other property. If default is made in any of the payments herein, Purchaser agrees that Seller may retain all payments which have been made on account of the purchase price as liquidated damages, and Seller shall be free to enter the premises where the goods may be located and remove them as Seller's property, without prejudice to Seller's right to recover any further expenses or damages Seller may suffer by reason of such nonpayment.
11. **Liability.** Except for obligations stated under "LIMITED WARRANTY" herein, Seller shall not be liable for and shall be held harmless and indemnified by Purchaser from any damages, losses or claims of whatever kind, contractual, consequential or incidental, direct or indirect, arising out of, in connection with or resulting from the sale governed hereby or the goods, including, but without limitation, the manufacture, repair, handling, installation, possession, use, misuse or abuse, neglect, lack of routine maintenance, operation or dismantling of the goods, normal wear and tear of goods, environmental damage due to weather and/or hazardous conditions, and any and all claims, actions, suits and proceedings which may be instituted in respect to the foregoing.
12. **LIMITED WARRANTY.** Goods sold hereunder are covered by a warranty against defects in material and workmanship provided the goods are subjected to normal use. Any neglect, misuse or abuse of the product or goods, including Purchaser's negligence, recklessness and/or intentional misuse or abuse of the goods, are not covered by this limited warranty. Subject to the foregoing, all structural steel components are warranted for life against structural failure and three (3) years for workmanship. Laminate work surfaces are warranted for three (3) years against delaminating and workmanship. All painted finishes are warranted for three (3) years against paint defects or flaking. Lights and other electrical accessories are warranted for one (1) year. With respect to chairs, all non-moving structural components (seat and back rest pans, back bar and base) come with a lifetime warranty. Seat and back rest foam, ESD fabric and standard fabric are warranted for three (3) years. All other moving components of chairs are warranted for seven (7) years. All warranties mentioned above start at the time and date the product is delivered to Purchaser.

The obligation under this warranty is LIMITED TO REPAIR AND REPLACEMENT, at Seller's sole discretion and option, of defective parts FOB Point of Shipment provided that prompt notice of any defect is given by Purchaser to Seller in writing within the applicable warranty period and that upon the Purchaser's return of the defective parts to Seller or, if designated by Seller, to the location where the works are made, properly packed and with the transportation charges prepaid by Purchaser, an inspection thereof shall reveal to Seller's satisfaction that Purchaser's claim is valid under the terms of this warranty. Purchaser shall assume all responsibility and expense for dismantling, removal, re-installation and freight in connection with the foregoing. The same obligations and conditions extend to replacement parts furnished by Seller hereunder.



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SELLER DOES NOT ASSUME LIABILITY FOR INSTALLATION, LABOR OR CONSEQUENTIAL DAMAGES. SELLER MAKES NO WARRANTY OTHER THAN THE ONE SET FORTH HEREIN. ALL OTHER WARRANTIES, LEGAL, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY, OF FITNESS FOR THE INTENDED USE THEREOF OR AGAINST INFRINGEMENT ARE HEREBY EXPRESSLY EXCLUDED. The applicable warranty ceases to be effective if the goods are altered or repaired other than by persons authorized or approved by Seller to perform such work. Repairs or replacement deliveries do not interrupt or prolong the term of the warranty. This limited warranty ceases to be effective if Purchaser fails to operate and use the goods hereunder in a safe and reasonable manner and in accordance with any written instructions from the manufacturers.

12. **Installation.** Unless otherwise expressly stipulated in writing, the good shall be installed by and at the risk and expense of Purchaser. In the event the Seller is requested to supervise or perform such installation, Seller's responsibility shall be limited to exercising that degree of skill customary in the trade in supervising or performing installations of the same type. Purchaser shall remain responsible for all other aspects of the work including compliance with any local, state/provincial, or federal regulations.
13. **Returned Goods.** No goods may be returned to Seller without Seller's prior written authorization and approval, with shipping prepaid by Purchaser and referencing the Returned Goods Authorization (RGA) number. Custom design workstation or countertops may not be returned for any reason. All other returned goods are subject to a handling/restocking charge of twenty-five percent (25%). Seller will not accept any return goods beyond 30 days from shipment. Even after Seller has authorized the return of goods for credit, Seller reserves the right to adjust the amount of any credit given to Purchaser on return of the goods based on the conditions of the goods on arrival in Seller's warehouse. Credit for returned goods will be issued to Purchaser only where such good are returned by Purchaser and not by any subsequent owner of the goods. Goods will be considered for return only if they are in their original condition and packaging.
14. **Terms of Payment.** All orders must be prepaid by Purchaser either in full or in the amount of fifty percent (50%) of the total purchase price, with balance prepaid prior to shipping. Upon prior written authorization and approval of an authorized representative of Seller, sales may be payable within thirty (30) days of invoice date. Unless specifically provided, no cash discount shall be available to Purchaser. When cash discount is offered, the discount price is computed from the date of invoice. Should payment not be made to Seller when due, Seller reserves the right, until the price has been fully paid, to charge Purchaser with interest on such overdue payments at the rate of ten percent (10%) per annum. The charging of such interest shall not be construed as obligating the Seller to grant any extension of time in terms of payment.
15. **Changes and Cancellation.** Orders accepted by Seller cannot be changed or canceled by Purchaser, except with Seller's written consent, but in no event will changes or cancellations be approved after fabrication has begun. Once an order has begun fabrication, Purchaser is responsible for payment of all fees due. In such cases where Seller authorizes changes or cancellation, Seller reserves the right to charge Purchaser with reasonable costs based upon expenses already incurred and commitments made by Seller, including, without limitation a restocking fee of twenty-five percent (25%), labor done, material purchased and including Supplier's usual overhead and reasonable profit and cancellation charges from Seller's suppliers.
16. **DISCLAIMER.** All statements, recommendations, and technical information contained in Seller's advertising, website and/or stated Seller or its employee(s) are based on information and/or tests Seller believes reliable. The accuracy or completeness thereof is not guaranteed. Before making a purchase for specialty applications, the Purchaser should do their own due diligence to determine the suitability of the products for their application. No risk or liability is assumed by Seller.
17. **The Agreement.** An acceptance and official confirmation of Purchaser's order by Seller shall constitute the complete agreement, subject to the terms and conditions of sale set forth herein, and shall supersede all previous quotations, orders, or agreements. The law of the State of California shall govern the validity, interpretation and enforcement of these terms and conditions of sale and of any contract of which these terms and conditions are a part. Venue for any action or proceeding arising out of this agreement, or alleged breach thereof, shall be solely in Orange County, California.