

# **GB DESIGN CONSULTANTS LLC**

## **Terms and Conditions of Sale**

### **Prices**

Prices quoted are firm for 30 days from the date of this proposal. Prices of overseas products could be subject to additional charges due to Tariffs.

Appropriate sales, use & excise tax imposed by any governmental body will be added to the invoice at time of billing. Customers who are exempt from sales tax shall provide the seller with copies of exemption certificates upon acceptance of this proposal.

### **Lead Time & terms for overseas product**

Typical lead time is 16 weeks. Unforeseen circumstances can accrue to increase lead time for which GB Design can not control or be held responsible for. Such as, but not limited to: weather, freight logistics, US Customs, etc.

### **Cancellations**

Cancellations cannot be accepted after order has been placed and production has begun with manufacturer. Orders are placed when signed quotations are received from our customers.

Some manufacturers might accept returns of stocked project with a fee and shipping charges both ways charged to the customer

### **Changes in requirements**

Changes in quantity or specification are subject to approval by seller and manufacturer. Resultant charges by manufacturer shall be the responsibility of the customer. All changes in quantity and specification shall be delivered to the seller in writing. All carpet and wallcovering yardages are subject to confirmation by the installer's field measure.

### **Delivery and Installation**

In the event that delivery and/or installation are required as a part of the proposal, the following provisions shall apply.

1. The job site shall be clean and free of debris prior to installation. Further only parties related to the project shall remain on site.
2. Delivery and installation will be made during normal business hours. Should union restrictions prevent us from delivery product, additional labor costs will be passed on to the customer. Additional labor costs resulting from overtime work performed at the customer's request will be passed on to the customer.
3. Adequate facilities for offloading, staging, moving and handling of merchandise shall be provided.
4. Furnishings delivered and brought onto the job site as scheduled shall be inspected and accepted by the customer. The responsibility for the security and safeguarding of the delivered furnishings shall at that time pass to the customer.
5. Any hardwired electrical connections required will be the responsibility of the customer.

### **Delays**

All product will be delivered to the warehouse within 30 days of the installation date you have requested. If the delivery date changes and the product needs to be held in the warehouse for more than 30 days storage charges will be applied to final invoices.

### **General Liability**

No liability shall accrue against the seller as a result of any breach of these terms and conditions resulting from any strike, lockout, work stoppage, accident, Act of God, or other delay beyond the seller's control

### **Claims**

If product is delivered damaged the customer must sign for the product as damaged at time of delivery so that the proper claim can be filed.

### **Payment Terms**

Terms of sale are:

Once a quotation is signed the order will be placed, a 50% deposit will be due upon placement of orders, 25% is due before the delivery is scheduled and the final invoice of 25% will be issued the date of delivery and payment is due within 15 days.