

TERMS AND CONDITIONS

1. **Entire Agreement.** It is expressly understood and agreed that when signing on this estimate for equipment or services being offered, the Purchaser, hereafter referred to as "Purchaser", agrees to abide by the terms and conditions of sale or repair in all transactions between National Business Liquidators, Inc. d/b/a Common Sense Office Furniture, hereafter referred to as "Seller." The estimate and these terms and conditions are hereinafter collectively referred to as the "Agreement." This Agreement supersedes all prior negotiations, correspondence, representations or statements by the parties. No variations from or additions to these terms and conditions shall have any effect unless accepted in writing by an authorized representative of Seller. Seller's price lists, catalogues and other advertising material shall not form a part of this Agreement. Seller will not be bound by any promises, representations or inducements made by any agent or employee of Seller which may be in conflict with the terms and conditions of this Agreement. Any different, conflicting or additional terms which may be contained in or referred to in a purchase order submitted by Purchaser shall not be applicable to or a part of this Agreement unless agreed to in writing by Seller. Each party acknowledges and agrees that such party is not relying on any oral or unwritten representations by the other party in entering into this Agreement. Each party further agrees and acknowledges that it would be unreasonable for such party to rely on any oral or unwritten representations or promises or representations or promises which are not contained, in writing, in this Agreement. The terms and conditions of this Agreement may not be modified or altered except by written document signed by both parties.
2. **Cancellation.** Unless otherwise expressly provided in writing in the estimate or otherwise, Purchaser shall no right to cancel or terminate this Agreement. Any attempted cancellation or termination of this Agreement in violation of this Agreement shall be treated as a default by Purchaser. Any permitted right of cancellation by Purchaser shall require strict adherence to any conditions precedent or conditions subsequent.
3. **Payment.** Unless otherwise agreed in writing, Purchaser shall pay a non-refundable deposit of fifty percent (50%) of the purchase price upon placement of the order. Unless otherwise agreed in writing, Purchaser shall pay the balance at the time of delivery and installation or pickup at Seller's facility with the right to retain 10% of the purchase price until punch list items, if any, are completed. All payments must be in US Dollars. Payments may be made by company check or ACH transfer. A 3% non-refundable convenience fee will be added for any payments made using a credit card. Seller shall have the right of set-off and deduction for any sums owed.
4. **Taxes.** Seller shall apply all lawful state, federal and local taxes to the amount of all invoices and the Purchaser shall be liable for payment of these taxes unless the Purchaser provides Seller with a valid State of Florida Sales Tax Certificate. If the purchase is for goods or services for export outside the continental United States, the Purchaser shall supply Seller with a valid tax exemption certificate, or an airway bill or ocean bill of lading acceptable to Seller as proof of intent to export.
5. **Estimates.** Prices and terms on this estimate are subject to change without notice. This estimate shall expire after 30 days unless specifically extended in writing. The prices and terms on this estimate are not subject to verbal changes or other agreements unless approved in writing by Seller's office. Seller may withdraw the estimate at any time, All estimates and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond Seller's control. Prices are based upon costs and conditions existing on date of estimate and are subject to change by the Seller before final acceptance. Typographical and stenographic errors are subject to correction. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications.
6. **Freight Policy.** Unless otherwise stated, freight and shipping fees will be charged for shipments to a Purchaser's place of business anywhere in the contiguous United States, using a carrier of Seller's choice. Other terms apply to Alaska, Hawaii, Puerto Rico, and export orders. Any extra charges incurred for additional services, such as Purchaser's carrier or special handling by the carrier, must be paid by the Purchaser. Risk of loss or damage to the equipment shall pass to Buyer F.O.B. manufacturer's plant. Buyer will keep the equipment insured to the full purchase price with Seller as the named loss payee and Seller retains a security interest in the goods until the purchase price is paid.

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7. Claims. Any shortages or damaged merchandise drop shipped by the manufacturer or by common carrier is not the responsibility of Seller and the Purchaser must file a claim directly with the carrier or manufacturer.
8. Return of Goods. No returns are permitted except for damaged or defective goods. To return merchandise for credit or refund, the Purchaser must first obtain written permission from Seller or the manufacturer. All returns must be returned freight pre-paid. Absolutely no returns will be accepted without prior and proper authorization. All returns must be accompanied by the invoice for the merchandise. Merchandise that has been modified, damaged or used by Purchaser cannot be returned.
9. Credit Balances. Purchaser agrees that any credit balances issued will be applied within one year of its issuance. IF NOT APPLIED OR REQUESTED WITHIN ONE YEAR, ANY BALANCE REMAINING WILL BE SUBJECT TO CANCELLATION, AND SELLER SHALL HAVE NO FURTHER LIABILITY.
10. Security Interest. Purchaser hereby grants to Seller a security interest in any merchandise, now owned or hereafter acquired, by Purchaser from Seller to secure the payment of the sums due under this Agreement. Seller is hereby authorized to file and record such UCC financing statements as Seller may require to perfect such security interest.
11. Shipping Information and Dates. Seller shall not be in default nor liable for any expense, loss or damage occasioned by a delay in performance due to causes beyond its control, including but not limited to order of governmental agency, pandemic, labor disputes, floods, fire, transportation delays, inability to obtain materials, or manufacturing equipment breakdown. In the event of such delay, the price and other affected terms of the purchase order shall be adjusted to reflect the impact of any delay. Failure to meet shipping dates or shipping deadlines does not entitle Purchaser to cancel the order to claim a breach of this Agreement, provided that Seller proceeds in good faith to meet the shipping dates, or if shipping dates cannot be met, to ship as soon as reasonably possible thereafter.
12. Inspection and Acceptance of Goods; Returns. Purchaser agrees to inspect any goods sold by Seller to Purchaser within two business days of receipt and to promptly report any damage or defects to Seller. For any claims for defective goods (where the defect can reasonably be determined by inspection) Purchaser must give Seller notice of the defect or damage in writing within two business days of delivery completely describing the nature of the defect. Otherwise, Purchaser will be deemed to have waived any objections based upon such defects or damage and will be deemed to have accepted the goods. Seller shall have the right to settle claims as it deems proper, either by replacement of parts, repair or credit. No goods shall be returned for credit without Seller's written permission.
13. Installation. Any installation by Seller does not include any construction, electrical or plumbing services. To the extent that any such services are required Purchaser shall contract for such services at Purchaser's expense and direction. Purchaser shall, at Purchaser's expenses, provide a licensed electrician to connect the power infeed supplied by Seller, to the building power supply. The location of the power infeed is to be agreed upon by Seller and Purchaser at time of order processing. Seller does not provide any cabling services. Cabling provider is responsible for returning workstation panel trim back to the original installed condition after completion of all cabling.
14. Limited Warranty. New products are sold subject to the manufacturer's warranty only. Seller provides no warranty for any new products. Used products are sold without warranty.
15. Warranty Disclaimers. IN NO EVENT SHALL SELLER BE LIABLE FOR LOST PROFITS, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES, WHETHER DIRECT OR INDIRECT, INCURRED BY PURCHASER AS A RESULT OF ANY DEFECT IN THE PRODUCTS SOLD PURSUANT TO THIS AGREEMENT, REGARDLESS OF WHETHER PURCHASER'S CLAIM IS IN WARRANTY, BREACH OF CONTRACT, TORT OR OTHERWISE. THE MAXIMUM LIABILITY OF SELLER, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, SHALL BE THE PURCHASE PRICE FOR THE GOODS. EXCEPT AS OTHERWISE AGREED TO IN WRITING BY SELLER, SELLER MAKES NO WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY GOODS SOLD BY SELLER TO PURCHASER, WHICH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. IN OTHER WORDS, THE SALE OF THE GOODS FROM SELLER TO PURCHASER IS "AS IS", "WHERE IS" AND "WITH ALL FAULTS."

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16. Default. The occurrence of any of the following events shall constitute an event of default under this agreement: (i) Nonpayment by Purchaser of any payment when due including, without limitation, any required deposit, (ii) the failure of either party to perform any of the terms or conditions of this Agreement which is not cured within a reasonable time after written notice to the other party, or (iii) either party ceases doing business as a going concern, is insolvent, makes an assignment for benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition seeking any reorganization, arrangement or composition, under any present or future state or federal laws or regulations, or is adjudged a bankrupt.

17. Seller's Remedies. If Purchaser defaults under this Agreement, Seller may, at its option, exercise any or all of the following remedies, in addition to or in lieu of any other remedies provided by law: (i) Declare all monies owed at that time under this Agreement or under other agreements between Seller and Purchaser immediately due and payable, (ii) Cease performance under this Agreement or any other agreement between Seller and Purchaser, including but not limited to, the shipment of any additional goods which Seller is otherwise obligated to ship under this Agreement or any other agreement between Seller and Purchaser, or (iii) Without demand or legal process, enter into the premises where any goods sold by Seller to Purchaser (for which the purchase price has not been paid) may be found and take possession of and remove the goods without liability therefor. Upon Seller regaining possession, all Purchaser's rights in such goods shall terminate absolutely. Purchaser hereby grants to Seller a purchase money security interest in all good purchased by Purchaser from Seller. For any payment due under this Agreement which is not paid when due, interest shall accrue from the due date at the rate of one and one-half percent per month, or the maximum amount permitted by law, whichever is less. Seller's failure to take immediate action to enforce its rights and remedies in the event of default shall not be deemed a waiver of any such rights or remedies provided in this Agreement.

18. Costs and Attorneys' Fees. In the event of a lawsuit or other proceeding arising under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

19. Applicable Law and Venue. This Agreement shall be deemed to be entered into in the State of Florida and the laws of the State of Florida shall govern the validity, interpretation and enforcement of this Agreement. Venue and jurisdiction of any action or proceeding arising out of this Agreement shall lie exclusively within the state courts of competent jurisdiction located in Orange County in Florida. Purchaser hereby consents to such jurisdiction and waives any other venue. Purchaser hereby waives any right of removal to United States District Court.

20. Interpretation. The parties acknowledge that they have read, understand and have had the opportunity to be advised by legal counsel as to each and every one of the terms, conditions, and restrictions and the effect of all the provisions of this Agreement and they agree to the enforcement of any and all of these provisions and executes this Agreement with full knowledge of the same. Any typewritten or handwritten provisions inserted in this Agreement which are initialed by the parties shall control over all printed provisions of this Agreement in conflict therewith. Unless the context of this Agreement clearly requires otherwise, (a) references to the plural include the singular, the singular the plural, the part the whole, (b) references to any gender include all genders, (c) "or" has the inclusive meaning frequently identified with the phrase "and/or," (d) "including" has the inclusive meaning frequently identified with the phrase "but not limited to," and (e) references to "hereunder" or "herein" relate to this Agreement. The section and other headings contained in this Agreement are for reference purposes only and shall not control or affect the construction of this Agreement or the interpretation thereof in any respect. Section, subsection, schedule and exhibit references are to this Agreement unless otherwise specified. Any accounting term used herein that is not specifically defined herein shall have the meaning given to it under GAAP.

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The headings in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect. Each party and its counsel have reviewed and revised (or requested revisions of) this Agreement and have participated in the preparation of this Agreement, and therefore any rules of construction requiring that ambiguities are to be resolved against the party which drafted the Agreement or any exhibits attached hereto shall not be applicable in the construction and interpretation of this Agreement or any exhibits attached hereto. The term “sole discretion” with respect to any determination to be made a party under this Agreement shall mean the sole and absolute discretion of the party, without regard to any standard of reasonableness or other standard by which the determination of the party might be challenged.

21. Counterparts. This Agreement may be executed in one or more counterparts by the parties. All counterparts shall be construed together and shall constitute one agreement. Each counterpart shall be deemed an original hereof notwithstanding that fewer than all of the parties may have executed it. The parties hereto are hereby authorized to rely upon the signature of each person on this Agreement that is delivered by facsimile or electronic mail as constituting a duly authorized, actual, current delivery of this Agreement with original ink signatures of each such person. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“pdf”) form, or by any other electronic means of transmission intended to preserve the original graphic and pictorial appearance of a document, shall have the same effect as physical delivery of the paper document bearing the original signature. Any copy of this Agreement reproduced from electronic means that bears the original graphic and pictorial appearance of the parties’ signatures shall be as effective as an original. Each party further consents to the execution and delivery of this Agreement, any related agreements, by means of electronic signature including any electronic symbol or process attached to, or logically associated with, a record and used by a person with the intent to sign the record. Any electronic signature shall be treated and accepted as a manual signature.

21. Waiver of Right to Jury Trial. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY OTHER INSTRUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.