

QUOTE

Doc Number: PFEQ2910

09/06/19

# Ship To:

Matthew Manson New Hampton Middle School 206 W Main New Hampton, Iowa 50659-2037

Phone: 6413942259

# **Prepared By:**

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Valid Through: 10/06/19 Payment Terms: Net 30 Unloaded By School Installed By School

## Quoted price includes shipping and freight costs.

Qty	Manufacturer	Product Number	Description	Unit Price	Ext. Price
8	FomCore	F024-31x31x35-G	Armless Corner- 31Lx31Dx35H- 4 Glides Color: 4 Black, 4 Red	\$1,453.00	\$11,624.00
4	FomCore	F019-67x31x35-G	Armless Sofa- 67Lx31Dx35H- 8 Glides Color: 4 Black, 4 Red	\$1,570.00	\$6,280.00
8	FomCore	F017-45x31x35-G	Armless Loveseat-45Lx31Dx35H- 6 Glides Color: 4 Black, 4 Red	\$1,076.00	\$8,608.00
4	FomCore	F005-36x18-G	36" Round Ottoman 36x18H with Glides, Laminate Top - Fusion Maple Color: 2 Black, 2 Red	\$837.00	\$3,348.00
31	KI	IWC18	IWC 18" Chair Intellect Wave Cantilever Chair,Large Starlight Silver Metallic Frame Surf's Up Shell Color Nylon Glides	\$79.79	\$2,473.49

Qty	Manufacturer	Product Number	Description	Unit Price	Ext. Price
1	WB MFG	UNE7082-ADJG4-D18-H G	2-Person Table 30x60 With Double T legs Hank Glide Armour Edge-Black Leg color: Smooth Silver Laminate Color: Picnic in the Park	\$352.86	\$352.86

<b>Picture used for reference. Actual</b>	product
and color selection may vary.	

<b>Grand Total</b>	\$32,686.35

Customer Approval Signature

Quotation Valid for 30 Days - Prices Subject To Change - Prices Based Upon Total Purchase

## **Guaranteed Best Price**

Premier F&E will never knowingly sell a product or a service at a higher price than any competitor. If you find a better price, Premier F&E will match the price plus offer you a \$50.00 credit on your next order.

#### PREMIER FURNITURE & EQUIPMENT TERMS & CONDITIONS

#### **Contract Formation**

Premier Furniture & Equipment (Premier F&E) will not agree to any terms that are additional to or different from these terms. Terms that are printed on or contained in a purchase order or other form prepared by Purchaser which are additional to or in conflict with inconsistent with those herein shall be considered to be inapplicable and shall have no force or effect. Processing of purchase order, if purchaser has not otherwise agreed to these terms, Purchaser's acceptance of delivery of, or payment for, the Products will constitute Purchaser's acceptance of these terms. The parties intend these terms as a final expression of their agreement and as a complete and exclusive statement on the terms and conditions of the agreement. These terms and conditions may not be abrogated, varied, modified, supplemented or waived except in writing and signed by an authorized reprehensive of Premier F&E.

#### **Order Acceptance**

Any other issues by Purchaser are subject to final approval of Premier F&E.

#### **Order Changes**

Changes to orders in process must be in writing and will result in price adjustments and/or rescheduling of the order for delivery.

#### Order Cancellation

In the event of order cancelation, the customer will be responsible for all the expenses incurred in the producing the order through the date of cancellation. These charges would include materials purchased and labor consumed in producing the order.

#### Terms of Sale

Due to the custom nature of its products an initial payment of 50% of the total order amount may be required at the time of the order placement with the remaining balance to become due net 30 days from date of the final invoice. The final invoice will be forwarded at the time of shipment of the product for delivery. In the event that an order is delayed for a period of 30 days or more beyond the original requested shipping date, through no fault of Premier F&E, then an additional payment of 25% of the total order amount will become due and payable, with the remaining balance to become due net 30 days from date of the final invoice.

#### Past Due Charges

If payments are not made according to terms governing the sale, the unpaid balance shall bear interest at the rate of 1.5 percent per month or 18 percent annually until paid.

#### Annlicable Prices

Prices and discounts are subject to change. Applicable prices will be those in effect at the time of quotation.

#### Taxes

Unless specifically stated, prices do not include any federal, state or local taxes which may now or hereafter be applicable to or imposed upon or with respect to the transaction, the property, its sale, its value or its use, or any services performed in connection therewith. Purchaser agrees to pay or reimburse Premier F&E for any such taxes, which Premier F&E or Premier F&E or Subcontractors or supplies are required to pay.

#### Delivery

All orders are shopped F.O. B. direct from manufacturer. Premier F&E will select the method of packaging or crating, the routing and the carrier. Any additional expense resulting from customer's request for special shipping or routing will be billed to the customer. Risk of loss or damage to any part of a shipment shall pass to the customer upon delivery. Delivery to be determined by F.O. B. point. Any delivery information (including time of shipment) is approximate. Premier F&E shall use its best efforts to make delivery as scheduled, but Premier F&E shall not be liable for any loss or damage resulting from a failure to deliver or delays in delivery caused by labor dispute (including a strike, slowdown, or lockout), fire flood, governmental act or regulation, riot, inability to obtain supplies, materials or shipping, space, plant breakdown, power failure, delay, or interruption of carries, accident, acts of God or other causes beyond, Premier F&E's control. Furthermore, Premier F&E shall not be liable for any incidental, special or consequential damages resulting from Premier's failure to meet delivery schedules.

#### **Storage Charges**

Storage and handling charges will be assessed for completed orders which have been delayed at customer request.

#### Merchandise Shortage

Shortage of merchandise must be reported within 48 hours of receipt of shipment.

### Installation

Installation will be performed by an authorized installation sub-contractor, if requested and included on quote form and purchase order. Installation rates are normally provided at the time of quotation. Unless specifically agreed to, installation rates quoted are based on nonunion labor. If union or prevailing wage is required for installation, additional expense incurred will be invoiced to customer. Installation is scheduled at the customer's request and in accordance with acknowledged shipping date. Site conditions must be suitable for furniture installation specifically including the prior completion of flooring/carpeting and overhead work for areas in which unriture is to be installed. Premier F&E will use its best efforts to coordinate with the customer regarding site conditions prior to delivery, however, if installation delays are encountered due to site conditions and through no fault of Premier F&E, additional expense incurred will be invoices to the customer. This specifically includes any installation return trips which may be required due to site conditions beyond the control of Premier F&E.

## Security Interest

Purchaser hereby grants to Premier F&E a security interest in the products which are subject of the agreement until the products are paid in full. At Premier F&E's request. Purchaser shall execute and deliver to Premier F&E a financial statement in a form acceptable to Premier F&E to perfect this security interest.

## Warranty

Premier F&E warrants its products to be free of defects in materials and workmanship per manufacture's written warranty. This warranty extends from the date of installation and is based on normal usage of the product in accordance of the original manufacturer warranty. This warranty does not apply to possible damage or misuse of the product and does not cover normal wear and tear, vandalism and misuse. Upon being notified of a potential warranty defect, Premier F&E at its option will either repair or replace the item as originally specified by the original manufacturer. Damage caused by a freight carrier is not covered under this policy.

Premier F&E shall not be liable for incidental or consequential damages arising out of a claim of defective product. This warranty is in lieu of all other expressed and implied warranties and constitutes the sole and exclusive liability of Premier F&E. No person other than an authorized officer of Premier F&E may modify or expand the warranty provided herein or in any quotation to Purchaser, waive any of the limitations, or make any different or additional warranties with respect of any Product, and any statements of the contract are hereby rendered null and void.

## Damaged Shipments:

Any product that is received with noticeable or presumed damages must be noted on freight companies paper work at time of signing for the delivery. Failure to do so will result in purchaser accepting responsibility for the condition of damaged goods. Purchaser is not required to accept shipments that are damaged. Purchaser is required to inform Premier F&E customer service within 48 hours of any damages, including concealed damages. Manufacturer and Premier F&E reserves the right to replace or repair damaged products.

## Code Restrictions

Premier F&E considers products listed herein as portable furniture and as such, the products are subject to local fire, electrical and building codes applicable to portable furniture. Purchaser is responsible for the proper allocation of Premier F&E products to the local, state and federal codes under which installation must be made. It is the responsibility of the purchaser to obtain all necessary approvals and permits, including a certificate of occupancy if applicable. All permanent electrical connections from the furniture to the power source shall be performed by a licenses electrician and are the sole responsibly of the purchaser.

## **Return Materials Authorization**

To return materials to Premier F&E for any reason, please contact the Customer Service Department for a return authorization number. If materials are being returned due to some fault of Premier F&E, it may be shipped back freight collect. If material was ordered but not needed by the customer, and Premier F&E agrees to allow the return, the freight must be prepaid and a handling and restocking fee will be charged to purchaser. Special items and fabric-covered items may not be returned. A restocking fee and handling charge, no less than 25%, will be billed to the purchaser.

## Applicable Law

These terms and conditions, and the agreement evidenced hereby, shall be governed by and interpreted according to the laws of the state of lowa. Any lawsuit arising out of there terms and conditions, or the agreement evidenced hereby, or relating to the Products may be maintained only in a federal or state court located within lowa, and Purchaser irrevocably consents to the personal jurisdiction of any such court and the laying of venue therein.