

Office Creations 5250 Brook Hollow Parkway Norcross, GA 30071

:Remaining Upholstery- Graded In, Momentum Well Well Well color Slate

Order Number	30671
Date	11/05/2021
Customer PO No	
Customer Name	DeKalb County Department of Purchasing and Co
Salesperson	Linda Raymond
Project Number	62
Terms	DUE UPON RECEIPT
Page	1 of 5

T DeKalb County Department of Purchasing and Co

O 1300 COMMERCE DR DECATUR, GA 30030

ATTN: Jennifer J. Schofield

Email: jjschofield@dekalbcountyga.gov

Prepared for : Linda Raymond

PRICED DELIVERED & INSTALLED

DEALER OF RECORD Office Creations, Inc. 5250 Brook Hollow Parkway Norcross, GA 30071

Contract #: 99999-001-SPD0000100-0052

Remit To: Keilhauer c/o Office Creations 1450 Birchmount Rd Toronto, ON M1P 2E3 Canada

Quantit

1.00

Each

1.00

Each

(APPROVED)

(APPROVED).

Line

	Dekaib County
Н	178 Sams Street
P	Decatur, GA 30030

ATTN: Sandra Weaver - 404-371-2135

Delegie Oserst

1	-SPD0000100-0052			
3				
ţ	Description	List	Unit Price	Extended Amount
	Keilhauer 68111-AHN-PC01 Visit Short Low Back Single Bench with RHF Arm, Solid Ash Legs, Powdercoat Brackets, Ganging. Dimensions: W 63 D 28 H 31.75 SH 18.25 AH 31.75. :Seat Upholstery- Graded In, Maharam Compound 466196 016 Shelter (APPROVED) :Remaining Upholstery- Graded In, Momentum Well Well Well color Slate (APPROVED) :Ash Finish- AHN Natural Ash :Powdercoat Finish- PC01 Onyx Tag: Tag TG: A1202 Tag GC: CH-07A	6,662.00	3,664.10	3,664.10
	Keilhauer 68320-AHN-PC01 Visit Long Low Back Single Bench with Ledge, Solid Ash Legs, Powdercoat Brackets, Ganging.Dimensions: W 89.75 D 39 H 31.75 SH 18.25 :Seat Upholstery- Graded In, Maharam Compound 466196 016 Shelter	9,930.00	5,461.50	5,461.50



Office Creations 5250 Brook Hollow Parkway Norcross, GA 30071

Order Number	30671
Date	11/05/2021
Customer PO No	
Customer Name	DeKalb County Department of Purchasing and Co
Salesperson	Linda Raymond
Project Number	62
Terms	DUE UPON RECEIPT
Page	2 of 5

\$7,641.70

		:Ash Finish- AHN Natural Ash :Powdercoat Finish- PC01 Onyx Tag: Tag TG: A1202 Tag GC: CH-07A			
5	2.00 Each	Keilhauer 68653-LSC-LAM31-AHN-PC01 Visit Rectangle End Table, Solid Ash Legs, Powdercoat Brackets, Ganging, No Power. Dimensions: W 15.75 D 28 H 14.5 :Table Edge Profile- LSC Straight Laminate Edge with Corresponding Edge Band :Laminate Finish- LAM31 Designer White :Ash Finish- AHN Natural Ash :Powdercoat Finish- PC01 Onyx Tag: Tag TG: A1202 Tag GC: CH-07A	1,620.00	891.00	1,782.00
6	3.00 Each	Keilhauer 68002-AHN Sip Stool, Ash Wood, Nylon Bracket. Dimensions: W 17.25 D 17.25 H 17.75 :Ash Finish- AHN Natural Ash Tag: Tag TG: A1202 Tag GC: CH-08	740.00	407.00	1,221.00
7	2.00 Each	Keilhauer 68703-PC23 Ponder Low Back Chair with Sled Base. Dimensions: W 30 D 29.75 H 29.25 SH 16.75 AH 20.5 :Upholstery- Graded In Unika Vaev Walker 722 35 Ocean (APPROVED) :Base Finish- PC23 Dark Grey Tag: Tag TG: A1202 Tag GC: CH-14A	2,868.00	1,577.40	3,154.80
			Total Pro	oduct :	\$15,283.40
			Order Sub-	·Total :	\$15,283.40
			TOTAL OR		\$15,283.40
		Required Rem	aining Deposit 5	0.0% :	\$7,641.70

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

A FINANCE CHARGE OF 1-1/2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE CHARGED ON ACCOUNTS PAST DUE.

Signature: ______ Name: _____ Title: _____ Date: _____

Total Required Deposit:



Office Creations 5250 Brook Hollow Parkway Norcross, GA 30071

Order Number	30671
Date	11/05/2021
Customer PO No	
Customer Name	DeKalb County Department of Purchasing and Co
Salesperson	Linda Raymond
Project Number	62
Terms	DUE UPON RECEIPT
Page	3 of 5

Terms & Conditions

ORDE	ERS: Buyer's or	der will not be processed until Seller has approved and received:
a.	X	_ Agree to Terms & Conditions Below
b.	X	Signed Proposal within 3 Business Days from date of transmittal (See Section #3: Freight)
C.	X	_ Approved and signed drawings and specifications, if applicable
d.	X	_ If Installation Date is altered, storage fees will be charged at the rates specified within section 4.
e.	Xinstallation.	Client will be invoiced for proposal balance on originally confirmed install date in the event of a delay in furniture

2. PAYMENT:

- a. Standard Payment Terms:
 - i. <u>Projects >\$100,000</u>: All projects require 50% deposit before order(s) can be placed (Proforma Due Upon Receipt), 30% progress payment at first shipment (Proforma Due Upon Receipt) and 20% at Final Invoicing (Invoice NET10)
 - ii. <u>Projects between \$5,000 \$100,000</u>: All projects require 50% deposit before order(s) can be placed (Proforma Due Upon Receipt) and 50% at Final Invoicing (Invoice NET10)
 - iii. Projects <\$5,000: No deposit is required and will be invoiced in full at completion of project (Invoice NET10)
 - iv. Bids/RFP: Negotiated with client per project scope
 - v. <u>For all Project Categories</u>: If projects are delayed or interrupted due to no fault of Seller or due to factors beyond Seller's control, the product will be billable upon shipment and Buyer remains obligated to pay each invoice when due. Seller can ship/install or provide services from a single purchase order, and invoice Buyer, in stages and Buyer agrees to pay Seller for products and services when invoiced per established credit terms. Unpaid invoices past the due date will accrue interest at 1.5% per month or the maximum amount allowed by law. All fees, including reasonable attorney's fees, incurred in collection of monies due to the Seller will be paid by Buyer. Buyer may reject and withhold payment only for furniture noted on a delivery ticket or punch list as rejected, but in no event may Buyer withhold payment for more than 10% of an invoice.
- b. On-line Orders: Due to the nature of on-line orders, a 75% deposit (Proforma Due Upon Receipt) is required for any project consisting of on-line orders over \$5,000 with remaining 25% at Final Invoicing (Invoice NET10).
- COM Fabrics: Due to the nature of COM Fabrics, all COM Fabrics will be included on separate proposal(s) requiring payment in full (Proforma – Due Upon Receipt) if over \$5,000.
- d. Punch: Office Creations strives to be punch free at the completion of initial installation. If, however, punch is determined, please feel free to withhold 5% of the Final Invoice or \$5,000, whichever is smaller (Invoice NET10).
 - ** Please note, there is a 3% credit card processing fee for all credit card payments.

3. FREIGHT:

a. The captured Final Proposal is valid for 3 business days from date of transmittal. If Final Proposal is unable to be signed and returned to Office Creations before 5PM three business days after transmittal then Freight will have to be reconfirmed and a new Final Proposal executed.

4. DESIGN:

a. The initial three (3) revisions for any project will not have any Design Time charged to the project.



Order Number	30671
Date	11/05/2021
Customer PO No	
Customer Name	DeKalb County Department of Purchasing and Co
Salesperson	Linda Raymond
Project Number	62
Terms	DUE UPON RECEIPT
Page	4 of 5

- b. Any revision past the initial three (3), will be charged Design Time at a rate of \$70.00 per hour and included as an individual line item on the Final Proposal.
- 5. STORAGE: Seller offers storage options as noted below to all clients:
 - a. If Installation Date noted on Signed Proposal is altered within 60 days of said date, then the following storage fees will apply:
 - i. No Charge for initial 15 days from arrival to Warehouse
 - ii. Thereafter, \$1.75 per square foot per month
 - iii. \$4.00 per piece into and \$4.00 per piece out of storage for product handling
 - b. Any product brought back from jobsite will be stored at the following rates:
 - \$1.75 per square foot per month for inventory stored without the use of SnapTracker
 - ii. \$2.50 per square foot per month for inventory stored with the use SnapTracker
 - ii. \$4.00 per piece for any in/out movement of product
 - Long-Term Inventory Storage (separate service agreement upon request)
- 6. CANCELLATIONS: All or part of a furniture order cannot be cancelled without prior written approval by Seller. If Buyer cancels after an order is initiated, Buyer will pay all charges incurred through cancellation date including any applicable restocking fees. These charges vary based on specific manufacturer policies. CANCELLATION OF LABOR + SERVICES: Service and labor must be cancelled a minimum of two (2) business days prior to install start date. Failure to do so will subject Buyer to cancellation fee noted on proposal or a minimum \$250.00. Storage and redelivery will be charged separately. Design costs accrued up to time of cancellation are payable by Buyer.
- 7. RETURNS: Manufacturers do not accept the return of furnishings. Merchandise may not be returned or replaced, credit or deduction taken, or refund requested without prior written authorization from Seller and payment by Buyer of restocking, pick-up, uninstall and freight fees. Damaged or defective items will be repaired or replaced and must be noted at time of Punch walk through (if applicable).
- PRICES: Prices quoted are valid for 30 days. Proposals may not include all applicable taxes and freight. Taxes and freight will be added to invoice.
- 9. DELIVERY AND INSTALLATION:
 - a. Business Hours: Normal working hours are from 8:00am 5:00pm, Monday through Friday unless otherwise noted and agreed to, excluding holidays. Overtime labor costs will be added when overtime work is performed at the Buyer's request or if Seller incurs additional labor costs due to unfavorable building conditions.
 - b. Condition of Job Site: All installation is quoted based on a free and clear jobsite. Therefore, if the job site is not ready for installation (i.e. any trades/furniture/IT equipment/debris is present, which impedes the scheduled delivery and installation), a change order will be submitted to cover the altered installation schedule.
 - c. Building Electrical Connections: It is the responsibility of the Buyer to make electrical connections from the building power supply to the furniture and/or panel systems unless otherwise agreed to. Data and telephone cabling is also the responsibility of the Buyer.
 - d. Protection of Delivered Goods: It is the Buyer's responsibility to protect furniture after installation. Any damage caused other trades, fire or "Act of God" is not the responsibility of the Seller.
 - e. Job Site Services: Electric current, HVAC, elevator access and sanitation facilities will be furnished without charge to Seller. Adequate facilities for off-loading, staging and handling of merchandise will be provided by the Buyer without charge to Seller. For any services or conditions outside the norm, which incur additional costs, the Buyer will reimburse the accrued fees.
 - f. Scope: Any services requested outside the original scope of work (i.e. *continuous installation to **phased installation) will be considered as a change order and will be subject to billing at the current hourly rate. Continuous Installation: Consecutive days of installation from



Office Creations 5250 Brook Hollow Parkway Norcross, GA 30071

Order Number	30671
Date	11/05/2021
Customer PO No	
Customer Name	DeKalb County Department of Purchasing and Co
Salesperson	Linda Raymond
Project Number	62
Terms	DUE UPON RECEIPT
Page	5 of 5

initiation to final completion. Phased Installation: Consecutive days of installation with breaks in between before final completion.

- 10. INDUSTRY STANDARDS: All merchandise, including veneers, are subject to reasonable variations in color, pattern, grain and finish according to the trade customs of the industry. These variations, or any subtle changes over time, are not considered defects.
- 11. FREIGHT CLAIMS: Seller will file claims for transportation damage except drop shipments which are the responsibility of Buyer.
- 12. CONCEALED DAMAGE: Seller is not responsible for any concealed damage noted after the initial 15 days from arrival to Warehouse.
- 13. DELAY: Seller is not liable for failure, delay or interruption in performance which is beyond Seller's control including strikes, lockouts, work stoppages, accidents, manufacturers' production schedule and acts of God including weather, war, and terrorism.
- 14. LOSS: Buyer agrees to hold Seller harmless from all claims, expenses, fees and losses related to its breach of these Terms and Conditions and any related document.
- 15. PRODUCT WARRANTY: Product warranty is provided by each manufacturer. Seller disclaims all express or implied warranties. If manufacturer does not expressly cover labor under stated warranty, Office Creations will cover labor for warranty related items for six (6) months based on date of manufacture.

16. LABOR WARRANTY: Seller warranties all labor for six (6) months from	om date of installation.
Signature	Date



Office Creations 5250 Brook Hollow Parkway Norcross, GA 30071

Order Number	30672
Order Number	30072
Date	11/05/2021
Customer PO No	
Customer Name	DeKalb County Department of
	Purchasing and Co
Salesperson	Linda Raymond
Project Number	62
Terms	DUE UPON RECEIPT
Page	1 of 7

T DeKalb County Department of Purchasing and Co

O 1300 COMMERCE DR DECATUR, GA 30030

ATTN: Jennifer J. Schofield

Email: jjschofield@dekalbcountyga.gov

Prepared for : Linda Raymond

PRICED DELIVERED & INSTALLED

DEALER OF RECORD Office Creations, Inc. 5250 Brook Hollow Parkway Norcross, GA 30071

Contract #: 99999-001-SPD0000100-0052

Remit To: Keilhauer c/o Office Creations 1450 Birchmount Rd Toronto, ON M1P 2E3 Canada

S	Dekalb County
Н	178 Sams Street
ı P	Decatur, GA 30030

ATTN: Sandra Weaver - 404-371-2135

Line	Quantit	Description	List	Unit Price	Extended Amount
3	Each	Keilhauer 68703-PC23 Ponder Low Back Chair with Sled Base. Dimensions: W 30 D 29.75 H 29.25 SH 16.75 AH 20.5 :Upholstery- Graded In Unika Vaev Walker 722 35 Ocean (APPROVED) :Base Finish- PC23 Dark Grey Tag: Tag TG: A2101 Tag GC: CH-14A	2,868.00	1,577.40	1,577.40
4	1.00 Each	Keilhauer 68320-AHN-PC01 Visit Long Low Back Single Bench with Ledge, Solid Ash Legs, Powdercoat Brackets, Ganging.Dimensions: W 89.75 D 39 H 31.75 SH 18.25 :Seat Upholstery- Graded In, Maharam Compound 466196 016 Shelter (APPROVED) :Remaining Upholstery- Graded In, Momentum Well Well Well color Slate (APPROVED). :Ash Finish- AHN Natural Ash :Powdercoat Finish- PC01 Onyx Tag: Tag TG: A2107 Tag GC: CH-07A	9,930.00	5,461.50	5,461.50
5	2.00	Keilhauer	1,620.00	891.00	1,782.00



Order Number	30672
Date	11/05/2021
Customer PO No	
Customer Name	DeKalb County Department of Purchasing and Co
Salesperson	Linda Raymond
Project Number	62
Terms	DUE UPON RECEIPT
Page	2 of 7

	Each	68653-LSC-LAM31-AHN-PC01 Visit Rectangle End Table, Solid Ash Legs, Powdercoat Brackets, Ganging, No Power. Dimensions: W 15.75 D 28 H 14.5 :Table Edge Profile- LSC Straight Laminate Edge with Corresponding Edge Band :Laminate Finish- LAM31 Designer White :Ash Finish- AHN Natural Ash :Powdercoat Finish- PC01 Onyx Tag: Tag TG: A2107 Tag GC: CH-07A			
6	1.00 Each	Keilhauer 68111-AHN-PC01 Visit Short Low Back Single Bench with RHF Arm, Solid Ash Legs, Powdercoat Brackets, Ganging. Dimensions: W 63 D 28 H 31.75 SH 18.25 AH 31.75. :Seat Upholstery- Graded In, Maharam Compound 466196 016 Shelter (APPROVED) :Remaining Upholstery- Graded In, Momentum Well Well Well color Slate (APPROVED) :Ash Finish- AHN Natural Ash :Powdercoat Finish- PC01 Onyx Tag: Tag TG: A2107 Tag GC: CH-07A	6,662.00	3,664.10	3,664.10
7	1.00 Each	Keilhauer 68112-AHN-PC01 Visit Short Low Back Single Bench with LHF Arm, Solid Ash Legs, Powdercoat Brackets, Ganging. Dimensions: W 63 D 28 H 31.75 SH 18.25 AH 31.75 :Seat Upholstery- Graded In, Maharam Compound 466196 016 Shelter (APPROVED) :Remaining Upholstery- Graded In, Momentum Well Well Well color Slate (APPROVED) :Ash Finish- AHN Natural Ash :Powdercoat Finish- PC01 Onyx Tag: Tag TG: A2107 Tag GC: CH-07B	6,662.00	3,664.10	3,664.10
8	1.00 Each	Keilhauer 68320-AHN-PC01 Visit Long Low Back Single Bench with Ledge, Solid Ash Legs, Powdercoat Brackets, Ganging.Dimensions: W 89.75 D 39 H 31.75 SH 18.25 :Seat Upholstery- Graded In, Maharam Compound 466196 016 Shelter (APPROVED) :Remaining Upholstery- Graded In, Momentum Well Well Well color Slate (APPROVED). :Ash Finish- AHN Natural Ash :Powdercoat Finish- PC01 Onyx Tag: Tag TG: A2107	9,930.00	5,461.50	5,461.50
9	2.00	Tag GC: CH-07B Keilhauer	1,620.00	891.00	1,782.00
		<u> </u>			



Order Number	30672
Date	11/05/2021
Customer PO No	
Customer Name	DeKalb County Department of Purchasing and Co
Salesperson	Linda Raymond
Project Number	62
Terms	DUE UPON RECEIPT
Page	3 of 7

	Each	68653-LSC-LAM31-AHN-PC01 Visit Rectangle End Table, Solid Ash Legs, Powdercoat Brackets, Ganging, No Power. Dimensions: W 15.75 D 28 H 14.5 :Table Edge Profile- LSC Straight Laminate Edge with Corresponding Edge Band :Laminate Finish- LAM31 Designer White :Ash Finish- AHN Natural Ash :Powdercoat Finish- PC01 Onyx Tag: Tag TG: A2107 Tag GC: CH-07B			
10	3.00 Each	Keilhauer 68002-AHN Sip Stool, Ash Wood, Nylon Bracket. Dimensions: W 17.25 D 17.25 H 17.75 :Ash Finish- AHN Natural Ash Tag: Tag TG: A2107 Tag GC: CH-08	740.00	407.00	1,221.00
11	2.00 Each	Keilhauer 68703-PC23 Ponder Low Back Chair with Sled Base. Dimensions: W 30 D 29.75 H 29.25 SH 16.75 AH 20.5 :Upholstery- Graded In Unika Vaev Walker 722 35 Ocean (APPROVED) :Base Finish- PC23 Dark Grey Tag: Tag TG: A2107 Tag GC: CH-14A	2,868.00	1,577.40	3,154.80
12	2.00 Each	Keilhauer 9091-PC01 Cahoots Barstool, Sled Base. Dimensions: W 16.25 D 18.5 H 33 SH 31.25 :Upholstery- Graded In, Arc-Com Urban AC-60700 Pebble #1 (APPROVED) :Powdercoat Base Finish- PC01 Onyx Tag: Tag TG: A2200 Tag GC: CH-12	1,047.00	575.85	1,151.70
13	2.00 Each	Keilhauer 68703-PC23 Ponder Low Back Chair with Sled Base. Dimensions: W 30 D 29.75 H 29.25 SH 16.75 AH 20.5 :Upholstery- Graded In Pollack Tokyo 4220 02 Sake (APPROVED) :Base Finish- PC23 Dark Grey Tag: Tag TG: A2240A Tag GC: CH-14B	2,619.00	1,440.45	2,880.90
14	3.00 Each	Keilhauer 68714-PC23 Ponder High Back Chair with 4-Star Base, No Memory Return. Dimensions: W 30 D 31.25 H 42.5 SH 16.75 AH 20.5 :Upholstery- Graded In HBF Moving Forward 1014 85 Bushwick (APPROVED) :Base Finish- PC23 Dark Grey Tag: Tag TG: A2300	3,187.00	1,752.85	5,258.55
15	2.00	Tag GC: CH-01 Keilhauer	2,619.00	1,440.45	2,880.90



Order Number	30672
Date	11/05/2021
Customer PO No	
Customer Name	DeKalb County Department of Purchasing and Co
Salesperson	Linda Raymond
Project Number	62
Terms	DUE UPON RECEIPT
Page	4 of 7

Ead	Ponder Low Back Chair v SH 16.75 AH 20.5	with Sled Base. Dimensions: W 30 D 29.75 H 29.25 ollack Tokyo 4220 02 Sake (APPROVED) Grey			
			Total Pro	oduct :	\$39,940.45
			Order Sub-	Total :	\$39,940.45
			TOTAL OR	DER:	\$39,940.45
		Required Rem	naining Deposit 5	0.0% :	\$19,970.23
		То	tal Required De	posit :	\$19,970.23
PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE A FINANCE CHARGE OF 1-1/2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE CHARGED ON ACCOUNTS PAST DUE.					
A FINANCE CHAR	GE OF 1-1/2% PER MONTH W	HICH IS AN ANNUAL PERCENTAGE RATE OF 13	8% WILL BE CHA	RGED ON ACCO	UNIS PASI DUE.
Signature:	Name:	Title:	Date:		



Office Creations 5250 Brook Hollow Parkway Norcross, GA 30071

Order Number	30672
Date	11/05/2021
Customer PO No	
Customer Name	DeKalb County Department of Purchasing and Co
Salesperson	Linda Raymond
Project Number	62
Terms	DUE UPON RECEIPT
Page	5 of 7

Terms & Conditions

ORDERS: Buyer's order will not be processed until Seller has approved and received:		
a.	X	Agree to Terms & Conditions Below
b.	X	Signed Proposal within 3 Business Days from date of transmittal (See Section #3: Freight)
C.	X	Approved and signed drawings and specifications, if applicable
d.	X	If Installation Date is altered, storage fees will be charged at the rates specified within section 4.
e.	Xinstallation.	Client will be invoiced for proposal balance on originally confirmed install date in the event of a delay in furniture

2. PAYMENT:

- a. Standard Payment Terms:
 - i. <u>Projects >\$100,000</u>: All projects require 50% deposit before order(s) can be placed (Proforma Due Upon Receipt), 30% progress payment at first shipment (Proforma Due Upon Receipt) and 20% at Final Invoicing (Invoice NET10)
 - ii. <u>Projects between \$5,000 \$100,000</u>: All projects require 50% deposit before order(s) can be placed (Proforma Due Upon Receipt) and 50% at Final Invoicing (Invoice NET10)
 - iii. Projects <\$5,000: No deposit is required and will be invoiced in full at completion of project (Invoice NET10)
 - iv. Bids/RFP: Negotiated with client per project scope
 - v. <u>For all Project Categories</u>: If projects are delayed or interrupted due to no fault of Seller or due to factors beyond Seller's control, the product will be billable upon shipment and Buyer remains obligated to pay each invoice when due. Seller can ship/install or provide services from a single purchase order, and invoice Buyer, in stages and Buyer agrees to pay Seller for products and services when invoiced per established credit terms. Unpaid invoices past the due date will accrue interest at 1.5% per month or the maximum amount allowed by law. All fees, including reasonable attorney's fees, incurred in collection of monies due to the Seller will be paid by Buyer. Buyer may reject and withhold payment only for furniture noted on a delivery ticket or punch list as rejected, but in no event may Buyer withhold payment for more than 10% of an invoice.
- b. On-line Orders: Due to the nature of on-line orders, a 75% deposit (Proforma Due Upon Receipt) is required for any project consisting of on-line orders over \$5,000 with remaining 25% at Final Invoicing (Invoice NET10).
- c. <u>COM Fabrics</u>: Due to the nature of COM Fabrics, all COM Fabrics will be included on separate proposal(s) requiring payment in full (Proforma Due Upon Receipt) if over \$5,000.
- d. <u>Punch</u>: Office Creations strives to be punch free at the completion of initial installation. If, however, punch is determined, please feel free to withhold 5% of the Final Invoice or \$5,000, whichever is smaller (Invoice NET10).
 - ** Please note, there is a 3% credit card processing fee for all credit card payments.

3. FREIGHT:

a. The captured Final Proposal is valid for 3 business days from date of transmittal. If Final Proposal is unable to be signed and returned to Office Creations before 5PM three business days after transmittal then Freight will have to be reconfirmed and a new Final Proposal executed.

DESIGN:

a. The initial three (3) revisions for any project will not have any Design Time charged to the project.



Order Number	30672
Date	11/05/2021
Customer PO No	
Customer Name	DeKalb County Department of Purchasing and Co
Salesperson	Linda Raymond
Project Number	62
Terms	DUE UPON RECEIPT
Page	6 of 7

- b. Any revision past the initial three (3), will be charged Design Time at a rate of \$70.00 per hour and included as an individual line item on the Final Proposal.
- 5. STORAGE: Seller offers storage options as noted below to all clients:
 - a. If Installation Date noted on Signed Proposal is altered within 60 days of said date, then the following storage fees will apply:
 - i. No Charge for initial 15 days from arrival to Warehouse
 - ii. Thereafter, \$1.75 per square foot per month
 - iii. \$4.00 per piece into and \$4.00 per piece out of storage for product handling
 - b. Any product brought back from jobsite will be stored at the following rates:
 - \$1.75 per square foot per month for inventory stored without the use of SnapTracker
 - ii. \$2.50 per square foot per month for inventory stored with the use SnapTracker
 - ii. \$4.00 per piece for any in/out movement of product
 - Long-Term Inventory Storage (separate service agreement upon request)
- 6. CANCELLATIONS: All or part of a furniture order cannot be cancelled without prior written approval by Seller. If Buyer cancels after an order is initiated, Buyer will pay all charges incurred through cancellation date including any applicable restocking fees. These charges vary based on specific manufacturer policies. CANCELLATION OF LABOR + SERVICES: Service and labor must be cancelled a minimum of two (2) business days prior to install start date. Failure to do so will subject Buyer to cancellation fee noted on proposal or a minimum \$250.00. Storage and redelivery will be charged separately. Design costs accrued up to time of cancellation are payable by Buyer.
- 7. RETURNS: Manufacturers do not accept the return of furnishings. Merchandise may not be returned or replaced, credit or deduction taken, or refund requested without prior written authorization from Seller and payment by Buyer of restocking, pick-up, uninstall and freight fees. Damaged or defective items will be repaired or replaced and must be noted at time of Punch walk through (if applicable).
- PRICES: Prices quoted are valid for 30 days. Proposals may not include all applicable taxes and freight. Taxes and freight will be added to invoice.
- 9. DELIVERY AND INSTALLATION:
 - a. Business Hours: Normal working hours are from 8:00am 5:00pm, Monday through Friday unless otherwise noted and agreed to, excluding holidays. Overtime labor costs will be added when overtime work is performed at the Buyer's request or if Seller incurs additional labor costs due to unfavorable building conditions.
 - b. Condition of Job Site: All installation is quoted based on a free and clear jobsite. Therefore, if the job site is not ready for installation (i.e. any trades/furniture/IT equipment/debris is present, which impedes the scheduled delivery and installation), a change order will be submitted to cover the altered installation schedule.
 - c. Building Electrical Connections: It is the responsibility of the Buyer to make electrical connections from the building power supply to the furniture and/or panel systems unless otherwise agreed to. Data and telephone cabling is also the responsibility of the Buyer.
 - d. Protection of Delivered Goods: It is the Buyer's responsibility to protect furniture after installation. Any damage caused other trades, fire or "Act of God" is not the responsibility of the Seller.
 - e. Job Site Services: Electric current, HVAC, elevator access and sanitation facilities will be furnished without charge to Seller. Adequate facilities for off-loading, staging and handling of merchandise will be provided by the Buyer without charge to Seller. For any services or conditions outside the norm, which incur additional costs, the Buyer will reimburse the accrued fees.
 - f. Scope: Any services requested outside the original scope of work (i.e. *continuous installation to **phased installation) will be considered as a change order and will be subject to billing at the current hourly rate. Continuous Installation: Consecutive days of installation from



Office Creations 5250 Brook Hollow Parkway Norcross, GA 30071

Order Number	30672
Date	11/05/2021
Customer PO No	
Customer Name	DeKalb County Department of Purchasing and Co
Salesperson	Linda Raymond
Project Number	62
Terms	DUE UPON RECEIPT
Page	7 of 7

initiation to final completion. Phased Installation: Consecutive days of installation with breaks in between before final completion.

- 10. INDUSTRY STANDARDS: All merchandise, including veneers, are subject to reasonable variations in color, pattern, grain and finish according to the trade customs of the industry. These variations, or any subtle changes over time, are not considered defects.
- 11. FREIGHT CLAIMS: Seller will file claims for transportation damage except drop shipments which are the responsibility of Buyer.
- 12. CONCEALED DAMAGE: Seller is not responsible for any concealed damage noted after the initial 15 days from arrival to Warehouse.
- 13. DELAY: Seller is not liable for failure, delay or interruption in performance which is beyond Seller's control including strikes, lockouts, work stoppages, accidents, manufacturers' production schedule and acts of God including weather, war, and terrorism.
- 14. LOSS: Buyer agrees to hold Seller harmless from all claims, expenses, fees and losses related to its breach of these Terms and Conditions and any related document.
- 15. PRODUCT WARRANTY: Product warranty is provided by each manufacturer. Seller disclaims all express or implied warranties. If manufacturer does not expressly cover labor under stated warranty, Office Creations will cover labor for warranty related items for six (6) months based on date of manufacture.

LABOR WARRANTY: Seller warranties all labor for six (6) months from date of installation.		
Signature	Date	



Office Creations 5250 Brook Hollow Parkway Norcross, GA 30071

Order Number	30673
Date	11/05/2021
Customer PO No	
Customer Name	DeKalb County Department of Purchasing and Co
Salesperson	Linda Raymond
Project Number	62
Terms	DUE UPON RECEIPT
Page	1 of 6

T DeKalb County Department of Purchasing and Co

O 1300 COMMERCE DR DECATUR, GA 30030

ATTN: Jennifer J. Schofield

Email: jjschofield@dekalbcountyga.gov

Prepared for : Linda Raymond

PRICED DELIVERED & INSTALLED

DEALER OF RECORD Office Creations, Inc. 5250 Brook Hollow Parkway Norcross, GA 30071

Contract #: 99999-001-SPD0000100-0052

Remit To: Keilhauer c/o Office Creations 1450 Birchmount Rd Toronto, ON M1P 2E3 Canada

S	Dekalb County	
Н	178 Sams Street	
P	Decatur, GA 30030	

ATTN: Sandra Weaver - 404-371-2135

Line	Quantity	Description	List	Unit Price	Extended Amount
3	2.00 Each	Keilhauer 68703-PC23 Ponder Low Back Chair with Sled Base. Dimensions: W 30 D 29.75 H 29.25 SH 16.75 AH 20.5 :Upholstery- Graded In Pollack Tokyo 4220 02 Sake (APPROVED) :Base Finish- PC23 Dark Grey Tag: Tag TG: A3100 Tag GC: CH-14B	2,619.00	1,440.45	2,880.90
4	8.00 Each	Keilhauer 9091-PC01 Cahoots Barstool, Sled Base. Dimensions: W 16.25 D 18.5 H 33 SH 31.25 :Upholstery- Graded In, Arc-Com Urban AC-60700 Pebble #1 (APPROVED) :Powdercoat Base Finish- PC01 Onyx Tag: Tag TG: A3100A Tag GC: CH-12	1,047.00	575.85	4,606.80
5	2.00 Each	Keilhauer 68703-PC23 Ponder Low Back Chair with Sled Base. Dimensions: W 30 D 29.75 H 29.25 SH 16.75 AH 20.5 :Upholstery- Graded In Unika Vaev Walker 722 35 Ocean (APPROVED) :Base Finish- PC23 Dark Grey	2,868.00	1,577.40	3,154.80



Order Number	30673
Date	11/05/2021
Customer PO No	
Customer Name	DeKalb County Department of Purchasing and Co
Salesperson	Linda Raymond
Project Number	62
Terms	DUE UPON RECEIPT
Page	2 of 6

		Tag: Tag TG: A3105 Tag GC: CH-14A			
6	2.00 Each	Keilhauer 68703-PC23 Ponder Low Back Chair with Sled Base. Dimensions: W 30 D 29.75 H 29.25 SH 16.75 AH 20.5 :Upholstery- Graded In Pollack Tokyo 4220 02 Sake (APPROVED) :Base Finish- PC23 Dark Grey Tag: Tag TG: A3201 Tag GC: CH-14B	2,619.00	1,440.45	2,880.90
7	1.00 Each	Keilhauer 68111-AHN-PC01 Visit Short Low Back Single Bench with RHF Arm, Solid Ash Legs, Powdercoat Brackets, Ganging. Dimensions: W 63 D 28 H 31.75 SH 18.25 AH 31.75. :Seat Upholstery- Graded In, Maharam Compound 466196 016 Shelter (APPROVED) :Remaining Upholstery- Graded In, Momentum Well Well Well color Slate (APPROVED) :Ash Finish- AHN Natural Ash :Powdercoat Finish- PC01 Onyx Tag: Tag TG: A3203 Tag GC: CH-07A	6,662.00	3,664.10	3,664.10
8	1.00 Each	Keilhauer 68320-AHN-PC01 Visit Long Low Back Single Bench with Ledge, Solid Ash Legs, Powdercoat Brackets, Ganging.Dimensions: W 89.75 D 39 H 31.75 SH 18.25 :Seat Upholstery- Graded In, Maharam Compound 466196 016 Shelter (APPROVED) :Remaining Upholstery- Graded In, Momentum Well Well Well color Slate (APPROVED). :Ash Finish- AHN Natural Ash :Powdercoat Finish- PC01 Onyx Tag: Tag TG: A3203 Tag GC: CH-07A	9,930.00	5,461.50	5,461.50
9	2.00 Each	Keilhauer 68653-LSC-LAM31-AHN-PC01 Visit Rectangle End Table, Solid Ash Legs, Powdercoat Brackets, Ganging, No Power. Dimensions: W 15.75 D 28 H 14.5 :Table Edge Profile- LSC Straight Laminate Edge with Corresponding Edge Band :Laminate Finish- LAM31 Designer White :Ash Finish- AHN Natural Ash :Powdercoat Finish- PC01 Onyx Tag: Tag TG: A3203 Tag GC: CH-07A	1,620.00	891.00	1,782.00
10	3.00 Each	Keilhauer 68002-AHN Sip Stool, Ash Wood, Nylon Bracket. Dimensions: W 17.25 D 17.25 H 17.75	740.00	407.00	1,221.00



Office Creations 5250 Brook Hollow Parkway Norcross, GA 30071

Order Number	30673
Date	11/05/2021
Customer PO No	
Customer Name	DeKalb County Department of Purchasing and Co
Salesperson	Linda Raymond
Project Number	62
Terms	DUE UPON RECEIPT
Page	3 of 6

TOTAL ORDER:

Total Required Deposit:

Required Remaining Deposit 50.0%:

\$39,800.20 \$19,900.10

\$19,900.10

		:Ash Finish- AHN Natural Ash Tag: Tag TG: A3203 Tag GC: CH-08			
11	8.00 Each	Keilhauer 9091-PC01 Cahoots Barstool, Sled Base. Dimensions: W 16.25 D 18.5 H 33 SH 31.25 :Upholstery- Graded In, Arc-Com Urban AC-60700 Pebble #1 (APPROVED) :Powdercoat Base Finish- PC01 Onyx Tag: Tag TG: A3203 Tag GC: CH-12	1,047.00	575.85	4,606.80
12	2.00 Each	Keilhauer 68703-PC23 Ponder Low Back Chair with Sled Base. Dimensions: W 30 D 29.75 H 29.25 SH 16.75 AH 20.5 :Upholstery- Graded In Unika Vaev Walker 722 35 Ocean (APPROVED) :Base Finish- PC23 Dark Grey Tag: Tag TG: A3203 Tag GC: CH-14A	2,868.00	1,577.40	3,154.80
13	2.00 Each	Keilhauer 68714-PC23 Ponder High Back Chair with 4-Star Base, No Memory Return. Dimensions: W 30 D 31.25 H 42.5 SH 16.75 AH 20.5 :Upholstery- Graded In HBF Moving Forward 1014 85 Bushwick (APPROVED) :Base Finish- PC23 Dark Grey Tag: Tag TG: A3400 Tag GC: CH-01	3,187.00	1,752.85	3,505.70
14	2.00 Each	Keilhauer 68703-PC23 Ponder Low Back Chair with Sled Base. Dimensions: W 30 D 29.75 H 29.25 SH 16.75 AH 20.5 :Upholstery- Graded In Pollack Tokyo 4220 02 Sake (APPROVED) :Base Finish- PC23 Dark Grey Tag: Tag TG: A3500 Tag GC: CH-14B	2,619.00	1,440.45	2,880.90
		·	Total Pro	oduct:	\$39,800.20
			Order Sub-	-Total :	\$39,800.20

Signature:	Name:	_ Title:	_ Date:	
A FINANCE CHARGE OF 1-1/2% PER I	MONTH WHICH IS AN ANNUAL PER	RCENTAGE RATE OF 18% W	VILL BE CHARGED ON ACCOUNTS PAST DUI	Ξ.
PLEASE REVIEW THIS QUOTATION AND N	IOTIFY US PROMPTLY OF ANY CORRI	ECTIONS REQUIRED THAN	K YOU FOR THE OPPORTUNITY TO BE OF SERVIO	Œ



Office Creations 5250 Brook Hollow Parkway Norcross, GA 30071

Order Number	30673
Date	11/05/2021
Customer PO No	
Customer Name	DeKalb County Department of Purchasing and Co
Salesperson	Linda Raymond
Project Number	62
Terms	DUE UPON RECEIPT
Page	4 of 6

Terms & Conditions

ORDERS: Buyer's order will not be processed until Seller has approved and received:		
a.	X	Agree to Terms & Conditions Below
b.	X	Signed Proposal within 3 Business Days from date of transmittal (See Section #3: Freight)
C.	X	Approved and signed drawings and specifications, if applicable
d.	X	If Installation Date is altered, storage fees will be charged at the rates specified within section 4.
e.	Xinstallation.	Client will be invoiced for proposal balance on originally confirmed install date in the event of a delay in furniture

2. PAYMENT:

- a. Standard Payment Terms:
 - i. <u>Projects >\$100,000</u>: All projects require 50% deposit before order(s) can be placed (Proforma Due Upon Receipt), 30% progress payment at first shipment (Proforma Due Upon Receipt) and 20% at Final Invoicing (Invoice NET10)
 - ii. <u>Projects between \$5,000 \$100,000</u>: All projects require 50% deposit before order(s) can be placed (Proforma Due Upon Receipt) and 50% at Final Invoicing (Invoice NET10)
 - iii. Projects <\$5,000: No deposit is required and will be invoiced in full at completion of project (Invoice NET10)
 - iv. Bids/RFP: Negotiated with client per project scope
 - v. <u>For all Project Categories</u>: If projects are delayed or interrupted due to no fault of Seller or due to factors beyond Seller's control, the product will be billable upon shipment and Buyer remains obligated to pay each invoice when due. Seller can ship/install or provide services from a single purchase order, and invoice Buyer, in stages and Buyer agrees to pay Seller for products and services when invoiced per established credit terms. Unpaid invoices past the due date will accrue interest at 1.5% per month or the maximum amount allowed by law. All fees, including reasonable attorney's fees, incurred in collection of monies due to the Seller will be paid by Buyer. Buyer may reject and withhold payment only for furniture noted on a delivery ticket or punch list as rejected, but in no event may Buyer withhold payment for more than 10% of an invoice.
- b. On-line Orders: Due to the nature of on-line orders, a 75% deposit (Proforma Due Upon Receipt) is required for any project consisting of on-line orders over \$5,000 with remaining 25% at Final Invoicing (Invoice NET10).
- c. <u>COM Fabrics</u>: Due to the nature of COM Fabrics, all COM Fabrics will be included on separate proposal(s) requiring payment in full (Proforma Due Upon Receipt) if over \$5,000.
- d. <u>Punch</u>: Office Creations strives to be punch free at the completion of initial installation. If, however, punch is determined, please feel free to withhold 5% of the Final Invoice or \$5,000, whichever is smaller (Invoice NET10).
 - ** Please note, there is a 3% credit card processing fee for all credit card payments.

3. FREIGHT:

a. The captured Final Proposal is valid for 3 business days from date of transmittal. If Final Proposal is unable to be signed and returned to Office Creations before 5PM three business days after transmittal then Freight will have to be reconfirmed and a new Final Proposal executed.

DESIGN:

a. The initial three (3) revisions for any project will not have any Design Time charged to the project.



Order Number	30673
Date	11/05/2021
Customer PO No	
Customer Name	DeKalb County Department of Purchasing and Co
Salesperson	Linda Raymond
Project Number	62
Terms	DUE UPON RECEIPT
Page	5 of 6

- b. Any revision past the initial three (3), will be charged Design Time at a rate of \$70.00 per hour and included as an individual line item on the Final Proposal.
- 5. STORAGE: Seller offers storage options as noted below to all clients:
 - a. If Installation Date noted on Signed Proposal is altered within 60 days of said date, then the following storage fees will apply:
 - i. No Charge for initial 15 days from arrival to Warehouse
 - ii. Thereafter, \$1.75 per square foot per month
 - iii. \$4.00 per piece into and \$4.00 per piece out of storage for product handling
 - b. Any product brought back from jobsite will be stored at the following rates:
 - \$1.75 per square foot per month for inventory stored without the use of SnapTracker
 - ii. \$2.50 per square foot per month for inventory stored with the use SnapTracker
 - ii. \$4.00 per piece for any in/out movement of product
 - Long-Term Inventory Storage (separate service agreement upon request)
- 6. CANCELLATIONS: All or part of a furniture order cannot be cancelled without prior written approval by Seller. If Buyer cancels after an order is initiated, Buyer will pay all charges incurred through cancellation date including any applicable restocking fees. These charges vary based on specific manufacturer policies. CANCELLATION OF LABOR + SERVICES: Service and labor must be cancelled a minimum of two (2) business days prior to install start date. Failure to do so will subject Buyer to cancellation fee noted on proposal or a minimum \$250.00. Storage and redelivery will be charged separately. Design costs accrued up to time of cancellation are payable by Buyer.
- 7. RETURNS: Manufacturers do not accept the return of furnishings. Merchandise may not be returned or replaced, credit or deduction taken, or refund requested without prior written authorization from Seller and payment by Buyer of restocking, pick-up, uninstall and freight fees. Damaged or defective items will be repaired or replaced and must be noted at time of Punch walk through (if applicable).
- PRICES: Prices quoted are valid for 30 days. Proposals may not include all applicable taxes and freight. Taxes and freight will be added to invoice.
- 9. DELIVERY AND INSTALLATION:
 - a. Business Hours: Normal working hours are from 8:00am 5:00pm, Monday through Friday unless otherwise noted and agreed to, excluding holidays. Overtime labor costs will be added when overtime work is performed at the Buyer's request or if Seller incurs additional labor costs due to unfavorable building conditions.
 - b. Condition of Job Site: All installation is quoted based on a free and clear jobsite. Therefore, if the job site is not ready for installation (i.e. any trades/furniture/IT equipment/debris is present, which impedes the scheduled delivery and installation), a change order will be submitted to cover the altered installation schedule.
 - c. Building Electrical Connections: It is the responsibility of the Buyer to make electrical connections from the building power supply to the furniture and/or panel systems unless otherwise agreed to. Data and telephone cabling is also the responsibility of the Buyer.
 - d. Protection of Delivered Goods: It is the Buyer's responsibility to protect furniture after installation. Any damage caused other trades, fire or "Act of God" is not the responsibility of the Seller.
 - e. Job Site Services: Electric current, HVAC, elevator access and sanitation facilities will be furnished without charge to Seller. Adequate facilities for off-loading, staging and handling of merchandise will be provided by the Buyer without charge to Seller. For any services or conditions outside the norm, which incur additional costs, the Buyer will reimburse the accrued fees.
 - f. Scope: Any services requested outside the original scope of work (i.e. *continuous installation to **phased installation) will be considered as a change order and will be subject to billing at the current hourly rate. Continuous Installation: Consecutive days of installation from



Office Creations 5250 Brook Hollow Parkway Norcross, GA 30071

Order Number	30673
Date	11/05/2021
Customer PO No	
Customer Name	DeKalb County Department of Purchasing and Co
Salesperson	Linda Raymond
Project Number	62
Terms	DUE UPON RECEIPT
Page	6 of 6

initiation to final completion. Phased Installation: Consecutive days of installation with breaks in between before final completion.

- 10. INDUSTRY STANDARDS: All merchandise, including veneers, are subject to reasonable variations in color, pattern, grain and finish according to the trade customs of the industry. These variations, or any subtle changes over time, are not considered defects.
- 11. FREIGHT CLAIMS: Seller will file claims for transportation damage except drop shipments which are the responsibility of Buyer.
- 12. CONCEALED DAMAGE: Seller is not responsible for any concealed damage noted after the initial 15 days from arrival to Warehouse.
- 13. DELAY: Seller is not liable for failure, delay or interruption in performance which is beyond Seller's control including strikes, lockouts, work stoppages, accidents, manufacturers' production schedule and acts of God including weather, war, and terrorism.
- 14. LOSS: Buyer agrees to hold Seller harmless from all claims, expenses, fees and losses related to its breach of these Terms and Conditions and any related document.
- 15. PRODUCT WARRANTY: Product warranty is provided by each manufacturer. Seller disclaims all express or implied warranties. If manufacturer does not expressly cover labor under stated warranty, Office Creations will cover labor for warranty related items for six (6) months based on date of manufacture.

6. LABOR WARRANTY: Seller warranties all labor for six (6) months from date of installation.	
Signature	Date



Office Creations 5250 Brook Hollow Parkway Norcross, GA 30071

Order Number	30674
Date	11/05/2021
Customer PO No	
Customer Name	DeKalb County Department of Purchasing and Co
Salesperson	Linda Raymond
Project Number	62
Terms	DUE UPON RECEIPT
Page	1 of 4

Γ	DeKalb County	Department	of Purchasing	and Co
---	----------------------	------------	---------------	--------

1300 COMMERCE DR DECATUR, GA 30030

ATTN: Jennifer J. Schofield

Email: jjschofield@dekalbcountyga.gov

Prepared for : Linda Raymond

PRICED DELIVERED & INSTALLED

DEALER OF RECORD Office Creations, Inc. 5250 Brook Hollow Parkway Norcross, GA 30071

Contract #: 99999-001-SPD0000100-0052

Remit To: Keilhauer c/o Office Creations 1450 Birchmount Rd Toronto, ON M1P 2E3 Canada

	Dekalb County	
Н	178 Sams Street	
I P	Decatur, GA 30030	

T ATTN: Sandra Weaver - 404-371-2135

Order Sub-Total:

TOTAL ORDER:

Total Required Deposit:

Required Remaining Deposit 50.0%:

\$3,154.80

\$3,154.80

\$1,577.40

\$1,577.40

Line	Quantit	Description	List	Unit Price	Extended Amount
3	Each	Keilhauer 68703-PC23 Ponder Low Back Chair with Sled Base. Dimensions: W 30 D 29.75 H 29.25 SH 16.75 AH 20.5 :Upholstery- Graded In Unika Vaev Walker 722 35 Ocean (APPROVED) :Base Finish- PC23 Dark Grey Tag: Tag TG: B0010 Tag GC: CH-14A	2,868.00	1,577.40	3,154.80
			Total Pro	oduct :	\$3,154.80

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

A FINANCE CHARGE OF 1-1/2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE CHARGED ON ACCOUNTS PAST DUE.

Signature:	Name:	Title:	Date:



Office Creations 5250 Brook Hollow Parkway Norcross, GA 30071

Order Number	30674	
Date	11/05/2021	
Customer PO No		
Customer Name	DeKalb County Department of Purchasing and Co	
Salesperson	Linda Raymond	
Project Number	62	
Terms	DUE UPON RECEIPT	
Page	2 of 4	

Terms & Conditions

ORDERS: Buyer's order will not be processed until Seller has approved and received:		
a.	X	Agree to Terms & Conditions Below
b.	X	Signed Proposal within 3 Business Days from date of transmittal (See Section #3: Freight)
C.	X	Approved and signed drawings and specifications, if applicable
d.	X	If Installation Date is altered, storage fees will be charged at the rates specified within section 4.
e.	Xinstallation.	Client will be invoiced for proposal balance on originally confirmed install date in the event of a delay in furniture

2. PAYMENT:

- a. Standard Payment Terms:
 - i. <u>Projects >\$100,000</u>: All projects require 50% deposit before order(s) can be placed (Proforma Due Upon Receipt), 30% progress payment at first shipment (Proforma Due Upon Receipt) and 20% at Final Invoicing (Invoice NET10)
 - ii. <u>Projects between \$5,000 \$100,000</u>: All projects require 50% deposit before order(s) can be placed (Proforma Due Upon Receipt) and 50% at Final Invoicing (Invoice NET10)
 - iii. Projects <\$5,000: No deposit is required and will be invoiced in full at completion of project (Invoice NET10)
 - iv. Bids/RFP: Negotiated with client per project scope
 - v. <u>For all Project Categories</u>: If projects are delayed or interrupted due to no fault of Seller or due to factors beyond Seller's control, the product will be billable upon shipment and Buyer remains obligated to pay each invoice when due. Seller can ship/install or provide services from a single purchase order, and invoice Buyer, in stages and Buyer agrees to pay Seller for products and services when invoiced per established credit terms. Unpaid invoices past the due date will accrue interest at 1.5% per month or the maximum amount allowed by law. All fees, including reasonable attorney's fees, incurred in collection of monies due to the Seller will be paid by Buyer. Buyer may reject and withhold payment only for furniture noted on a delivery ticket or punch list as rejected, but in no event may Buyer withhold payment for more than 10% of an invoice.
- b. On-line Orders: Due to the nature of on-line orders, a 75% deposit (Proforma Due Upon Receipt) is required for any project consisting of on-line orders over \$5,000 with remaining 25% at Final Invoicing (Invoice NET10).
- c. <u>COM Fabrics</u>: Due to the nature of COM Fabrics, all COM Fabrics will be included on separate proposal(s) requiring payment in full (Proforma Due Upon Receipt) if over \$5,000.
- d. Punch: Office Creations strives to be punch free at the completion of initial installation. If, however, punch is determined, please feel free to withhold 5% of the Final Invoice or \$5,000, whichever is smaller (Invoice NET10).
 - ** Please note, there is a 3% credit card processing fee for all credit card payments.

3. FREIGHT:

a. The captured Final Proposal is valid for 3 business days from date of transmittal. If Final Proposal is unable to be signed and returned to Office Creations before 5PM three business days after transmittal then Freight will have to be reconfirmed and a new Final Proposal executed.

4. DESIGN:

a. The initial three (3) revisions for any project will not have any Design Time charged to the project.



Order Number	30674
Date	11/05/2021
Customer PO No	
Customer Name	DeKalb County Department of Purchasing and Co
Salesperson	Linda Raymond
Project Number	62
Terms	DUE UPON RECEIPT
Page	3 of 4

- b. Any revision past the initial three (3), will be charged Design Time at a rate of \$70.00 per hour and included as an individual line item on the Final Proposal.
- 5. STORAGE: Seller offers storage options as noted below to all clients:
 - a. If Installation Date noted on Signed Proposal is altered within 60 days of said date, then the following storage fees will apply:
 - i. No Charge for initial 15 days from arrival to Warehouse
 - ii. Thereafter, \$1.75 per square foot per month
 - iii. \$4.00 per piece into and \$4.00 per piece out of storage for product handling
 - b. Any product brought back from jobsite will be stored at the following rates:
 - \$1.75 per square foot per month for inventory stored without the use of SnapTracker
 - ii. \$2.50 per square foot per month for inventory stored with the use SnapTracker
 - ii. \$4.00 per piece for any in/out movement of product
 - Long-Term Inventory Storage (separate service agreement upon request)
- 6. CANCELLATIONS: All or part of a furniture order cannot be cancelled without prior written approval by Seller. If Buyer cancels after an order is initiated, Buyer will pay all charges incurred through cancellation date including any applicable restocking fees. These charges vary based on specific manufacturer policies. CANCELLATION OF LABOR + SERVICES: Service and labor must be cancelled a minimum of two (2) business days prior to install start date. Failure to do so will subject Buyer to cancellation fee noted on proposal or a minimum \$250.00. Storage and redelivery will be charged separately. Design costs accrued up to time of cancellation are payable by Buyer.
- 7. RETURNS: Manufacturers do not accept the return of furnishings. Merchandise may not be returned or replaced, credit or deduction taken, or refund requested without prior written authorization from Seller and payment by Buyer of restocking, pick-up, uninstall and freight fees. Damaged or defective items will be repaired or replaced and must be noted at time of Punch walk through (if applicable).
- PRICES: Prices quoted are valid for 30 days. Proposals may not include all applicable taxes and freight. Taxes and freight will be added to invoice.
- 9. DELIVERY AND INSTALLATION:
 - a. Business Hours: Normal working hours are from 8:00am 5:00pm, Monday through Friday unless otherwise noted and agreed to, excluding holidays. Overtime labor costs will be added when overtime work is performed at the Buyer's request or if Seller incurs additional labor costs due to unfavorable building conditions.
 - b. Condition of Job Site: All installation is quoted based on a free and clear jobsite. Therefore, if the job site is not ready for installation (i.e. any trades/furniture/IT equipment/debris is present, which impedes the scheduled delivery and installation), a change order will be submitted to cover the altered installation schedule.
 - c. Building Electrical Connections: It is the responsibility of the Buyer to make electrical connections from the building power supply to the furniture and/or panel systems unless otherwise agreed to. Data and telephone cabling is also the responsibility of the Buyer.
 - d. Protection of Delivered Goods: It is the Buyer's responsibility to protect furniture after installation. Any damage caused other trades, fire or "Act of God" is not the responsibility of the Seller.
 - e. Job Site Services: Electric current, HVAC, elevator access and sanitation facilities will be furnished without charge to Seller. Adequate facilities for off-loading, staging and handling of merchandise will be provided by the Buyer without charge to Seller. For any services or conditions outside the norm, which incur additional costs, the Buyer will reimburse the accrued fees.
 - f. Scope: Any services requested outside the original scope of work (i.e. *continuous installation to **phased installation) will be considered as a change order and will be subject to billing at the current hourly rate. Continuous Installation: Consecutive days of installation from



Office Creations 5250 Brook Hollow Parkway Norcross, GA 30071

Order Number	30674	
Date	11/05/2021	
Customer PO No		
Customer Name	DeKalb County Department of Purchasing and Co	
Salesperson	Linda Raymond	
Project Number	62	
Terms	DUE UPON RECEIPT	
Page	4 of 4	

initiation to final completion. Phased Installation: Consecutive days of installation with breaks in between before final completion.

- 10. INDUSTRY STANDARDS: All merchandise, including veneers, are subject to reasonable variations in color, pattern, grain and finish according to the trade customs of the industry. These variations, or any subtle changes over time, are not considered defects.
- 11. FREIGHT CLAIMS: Seller will file claims for transportation damage except drop shipments which are the responsibility of Buyer.
- 12. CONCEALED DAMAGE: Seller is not responsible for any concealed damage noted after the initial 15 days from arrival to Warehouse.
- 13. DELAY: Seller is not liable for failure, delay or interruption in performance which is beyond Seller's control including strikes, lockouts, work stoppages, accidents, manufacturers' production schedule and acts of God including weather, war, and terrorism.
- 14. LOSS: Buyer agrees to hold Seller harmless from all claims, expenses, fees and losses related to its breach of these Terms and Conditions and any related document.
- 15. PRODUCT WARRANTY: Product warranty is provided by each manufacturer. Seller disclaims all express or implied warranties. If manufacturer does not expressly cover labor under stated warranty, Office Creations will cover labor for warranty related items for six (6) months based on date of manufacture.

6. LABOR WARRANTY: Seller warranties all labor for six (6) months from date of installation.	
Signature	Date



Office Creations 5250 Brook Hollow Parkway Norcross, GA 30071

Order Number	30675
Date	11/05/2021
Customer PO No	
Customer Name	DeKalb County Department of Purchasing and Co
Salesperson	Linda Raymond
Project Number	62
Terms	DUE UPON RECEIPT
Page	1 of 5

T DeKalb County Department of Purchasing and Co

O 1300 COMMERCE DR DECATUR, GA 30030

ATTN: Jennifer J. Schofield

Email: jjschofield@dekalbcountyga.gov

Prepared for : Linda Raymond

PRICED DELIVERED & INSTALLED

DEALER OF RECORD Office Creations, Inc. 5250 Brook Hollow Parkway Norcross, GA 30071

Contract #: 99999-001-SPD0000100-0052

Remit To: Keilhauer c/o Office Creations 1450 Birchmount Rd Toronto, ON M1P 2E3 Canada Dekalb County
178 Sams Street
Decatur, GA 30030

T ATTN: Sandra Weaver - 404-371-2135

TOTAL ORDER:

Total Required Deposit:

Required Remaining Deposit 50.0%:

\$3,505.70

\$1,752.85

\$1,752.85

Line	Quantity	Description	List	Unit Price	Extended Amount
3	2.00 Each	Keilhauer 68714-PC23 Ponder High Back Chair with 4-Star Base, No Memory Return. Dimensions: W 30 D 31.25 H 42.5 SH 16.75 AH 20.5 :Upholstery- Graded In HBF Moving Forward 1014 85 Bushwick (APPROVED) :Base Finish- PC23 Dark Grey Tag: Tag TG: B1100 Tag GC: CH-01	3,187.00	1,752.85	3,505.70
			Total Pro	oduct :	\$3,505.70
			Order Sub-	·Total :	\$3,505.70

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

A FINANCE CHARGE OF 1-1/2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE CHARGED ON ACCOUNTS PAST DUE.



Order Number	30675	
Date	11/05/2021	
Customer PO No		
Customer Name	DeKalb County Department of Purchasing and Co	
Salesperson	Linda Raymond	
Project Number	62	
Terms	DUE UPON RECEIPT	
Page	2 of 5	

Signature:	Name:	Title:	Date:



Office Creations 5250 Brook Hollow Parkway Norcross, GA 30071

Order Number	30675	
Date	11/05/2021	
Customer PO No		
Customer Name	DeKalb County Department of Purchasing and Co	
Salesperson	Linda Raymond	
Project Number	62	
Terms	DUE UPON RECEIPT	
Page	3 of 5	

Terms & Conditions

ORDE	ERS: Buyer's o	rder will not be processed until Seller has approved and received:
a.	X	_ Agree to Terms & Conditions Below
b.	X	_ Signed Proposal within 3 Business Days from date of transmittal (See Section #3: Freight)
C.	X	_ Approved and signed drawings and specifications, if applicable
d.	X	_ If Installation Date is altered, storage fees will be charged at the rates specified within section 4.
e.	Xinstallation.	_ Client will be invoiced for proposal balance on originally confirmed install date in the event of a delay in furniture

2. PAYMENT:

- a. Standard Payment Terms:
 - i. <u>Projects >\$100,000</u>: All projects require 50% deposit before order(s) can be placed (Proforma Due Upon Receipt), 30% progress payment at first shipment (Proforma Due Upon Receipt) and 20% at Final Invoicing (Invoice NET10)
 - ii. <u>Projects between \$5,000 \$100,000</u>: All projects require 50% deposit before order(s) can be placed (Proforma Due Upon Receipt) and 50% at Final Invoicing (Invoice NET10)
 - iii. Projects <\$5,000: No deposit is required and will be invoiced in full at completion of project (Invoice NET10)
 - iv. Bids/RFP: Negotiated with client per project scope
 - v. <u>For all Project Categories</u>: If projects are delayed or interrupted due to no fault of Seller or due to factors beyond Seller's control, the product will be billable upon shipment and Buyer remains obligated to pay each invoice when due. Seller can ship/install or provide services from a single purchase order, and invoice Buyer, in stages and Buyer agrees to pay Seller for products and services when invoiced per established credit terms. Unpaid invoices past the due date will accrue interest at 1.5% per month or the maximum amount allowed by law. All fees, including reasonable attorney's fees, incurred in collection of monies due to the Seller will be paid by Buyer. Buyer may reject and withhold payment only for furniture noted on a delivery ticket or punch list as rejected, but in no event may Buyer withhold payment for more than 10% of an invoice.
- b. On-line Orders: Due to the nature of on-line orders, a 75% deposit (Proforma Due Upon Receipt) is required for any project consisting of on-line orders over \$5,000 with remaining 25% at Final Invoicing (Invoice NET10).
- c. <u>COM Fabrics</u>: Due to the nature of COM Fabrics, all COM Fabrics will be included on separate proposal(s) requiring payment in full (Proforma Due Upon Receipt) if over \$5,000.
- d. <u>Punch</u>: Office Creations strives to be punch free at the completion of initial installation. If, however, punch is determined, please feel free to withhold 5% of the Final Invoice or \$5,000, whichever is smaller (Invoice NET10).
 - ** Please note, there is a 3% credit card processing fee for all credit card payments.

3. FREIGHT:

a. The captured Final Proposal is valid for 3 business days from date of transmittal. If Final Proposal is unable to be signed and returned to Office Creations before 5PM three business days after transmittal then Freight will have to be reconfirmed and a new Final Proposal executed.

4. DESIGN:

a. The initial three (3) revisions for any project will not have any Design Time charged to the project.



Order Number	30675	
Date	11/05/2021	
Customer PO No		
Customer Name	DeKalb County Department of Purchasing and Co	
Salesperson	Linda Raymond	
Project Number	62	
Terms	DUE UPON RECEIPT	
Page	4 of 5	

- b. Any revision past the initial three (3), will be charged Design Time at a rate of \$70.00 per hour and included as an individual line item on the Final Proposal.
- 5. STORAGE: Seller offers storage options as noted below to all clients:
 - a. If Installation Date noted on Signed Proposal is altered within 60 days of said date, then the following storage fees will apply:
 - i. No Charge for initial 15 days from arrival to Warehouse
 - ii. Thereafter, \$1.75 per square foot per month
 - iii. \$4.00 per piece into and \$4.00 per piece out of storage for product handling
 - b. Any product brought back from jobsite will be stored at the following rates:
 - \$1.75 per square foot per month for inventory stored without the use of SnapTracker
 - ii. \$2.50 per square foot per month for inventory stored with the use SnapTracker
 - ii. \$4.00 per piece for any in/out movement of product
 - Long-Term Inventory Storage (separate service agreement upon request)
- 6. CANCELLATIONS: All or part of a furniture order cannot be cancelled without prior written approval by Seller. If Buyer cancels after an order is initiated, Buyer will pay all charges incurred through cancellation date including any applicable restocking fees. These charges vary based on specific manufacturer policies. CANCELLATION OF LABOR + SERVICES: Service and labor must be cancelled a minimum of two (2) business days prior to install start date. Failure to do so will subject Buyer to cancellation fee noted on proposal or a minimum \$250.00. Storage and redelivery will be charged separately. Design costs accrued up to time of cancellation are payable by Buyer.
- 7. RETURNS: Manufacturers do not accept the return of furnishings. Merchandise may not be returned or replaced, credit or deduction taken, or refund requested without prior written authorization from Seller and payment by Buyer of restocking, pick-up, uninstall and freight fees. Damaged or defective items will be repaired or replaced and must be noted at time of Punch walk through (if applicable).
- PRICES: Prices quoted are valid for 30 days. Proposals may not include all applicable taxes and freight. Taxes and freight will be added to invoice.
- 9. DELIVERY AND INSTALLATION:
 - a. Business Hours: Normal working hours are from 8:00am 5:00pm, Monday through Friday unless otherwise noted and agreed to, excluding holidays. Overtime labor costs will be added when overtime work is performed at the Buyer's request or if Seller incurs additional labor costs due to unfavorable building conditions.
 - b. Condition of Job Site: All installation is quoted based on a free and clear jobsite. Therefore, if the job site is not ready for installation (i.e. any trades/furniture/IT equipment/debris is present, which impedes the scheduled delivery and installation), a change order will be submitted to cover the altered installation schedule.
 - c. Building Electrical Connections: It is the responsibility of the Buyer to make electrical connections from the building power supply to the furniture and/or panel systems unless otherwise agreed to. Data and telephone cabling is also the responsibility of the Buyer.
 - d. Protection of Delivered Goods: It is the Buyer's responsibility to protect furniture after installation. Any damage caused other trades, fire or "Act of God" is not the responsibility of the Seller.
 - e. Job Site Services: Electric current, HVAC, elevator access and sanitation facilities will be furnished without charge to Seller. Adequate facilities for off-loading, staging and handling of merchandise will be provided by the Buyer without charge to Seller. For any services or conditions outside the norm, which incur additional costs, the Buyer will reimburse the accrued fees.
 - f. Scope: Any services requested outside the original scope of work (i.e. *continuous installation to **phased installation) will be considered as a change order and will be subject to billing at the current hourly rate. Continuous Installation: Consecutive days of installation from



Office Creations 5250 Brook Hollow Parkway Norcross, GA 30071

Order Number	30675
Date	11/05/2021
Customer PO No	
Customer Name	DeKalb County Department of Purchasing and Co
Salesperson	Linda Raymond
Project Number	62
Terms	DUE UPON RECEIPT
Page	5 of 5

initiation to final completion. Phased Installation: Consecutive days of installation with breaks in between before final completion.

- 10. INDUSTRY STANDARDS: All merchandise, including veneers, are subject to reasonable variations in color, pattern, grain and finish according to the trade customs of the industry. These variations, or any subtle changes over time, are not considered defects.
- 11. FREIGHT CLAIMS: Seller will file claims for transportation damage except drop shipments which are the responsibility of Buyer.
- 12. CONCEALED DAMAGE: Seller is not responsible for any concealed damage noted after the initial 15 days from arrival to Warehouse.
- 13. DELAY: Seller is not liable for failure, delay or interruption in performance which is beyond Seller's control including strikes, lockouts, work stoppages, accidents, manufacturers' production schedule and acts of God including weather, war, and terrorism.
- 14. LOSS: Buyer agrees to hold Seller harmless from all claims, expenses, fees and losses related to its breach of these Terms and Conditions and any related document.
- 15. PRODUCT WARRANTY: Product warranty is provided by each manufacturer. Seller disclaims all express or implied warranties. If manufacturer does not expressly cover labor under stated warranty, Office Creations will cover labor for warranty related items for six (6) months based on date of manufacture.

5. LABOR WARRANTY: Seller warranties all labor for six (6) months from date of installation.		
Signature	Date	