

## **TERMS & CONDITIONS**

**A. Pricing:** Prices quoted by Forward Space are firm for 30 days from date of quote unless stated otherwise. Freight charges are estimated and actual freight charges, as incurred, will be passed along to the Customer. In addition to the quoted amount, if a vendor subsequently imposes any tariffs, surcharges or other fees on the order incurred by Forward Space, then the order will be updated and additional fees invoiced to the Customer. A Customer signed quote, or a Customer-issued purchase order based on the quote is required prior to order placement to serve as Customer's intent to purchase and receive.

**B. Payment Terms:** All invoices are due within thirty (30) days of invoice date. A finance charge of 1.5% per month for any sums not paid within 30 days of invoice date will be assessed. Receipt of a minimum deposit is required at time of order entry. Additional deposits may be required on all specials/custom (non-catalog) merchandise, COM/COL orders, and/or subsequent change orders. Deposit payment is not subject to NET 30 terms, and not subject to any retainer percentage withholding. Deposits provided to a vendor/manufacturer by Forward Space for Customer's order(s) are not guaranteed by Forward Space & shall be reimbursed by Customer in case of forfeiture. A service charge of three percent (3%) of the invoice amount will be added to all invoices paid by credit card. Customer agrees to pay any and all applicable taxes. If Customer possesses tax exempt status, certificate of exemption is to be provided prior to order placement.

### **B.1 Progress Payments Milestones for Payments through Third-Party Payor**

When End-User Customer requests that payments to Forward Space be processed through a Third-Party Payor, such as a General Contractor, Architect, Lender, Landlord or similar, then the invoicing and payment schedule will be according to the following milestones (along with requirements of section B. Payment Terms above):

- 1) A minimum 50% of order due-in-hand prior to order entry;
  - a. *Deposit payment is not subject to NET 30 terms;*
  - b. *Deposit amount is not subject to any agreed retainer percentage.*
- 2) 40% due at shipment of product from manufacturer (subject to NET 30 pay terms);
- 3) 10% at completion of Forward Space's scope on the project (subject to NET 30 pay terms);

**C. Invoicing:** Forward Space will invoice as product is delivered or services rendered. If partial delivery of an Order is made, Forward Space may invoice, and Customer will make payment accordingly for the products delivered and/or services provided. Forward Space will invoice Customer any partial delivery shortages or replacements upon delivery and/or installation of those items. Similarly, in the event of disputed amounts, Customer may withhold only that portion of the invoice relating to the dispute and shall pay the undisputed portion of the invoice according to its terms. Customer shall promptly notify Forward Space in writing of the amount in dispute and the reason for dispute so that resolution may be achieved.

**D. Delays/Storage:** If Customer is delayed and unable to receive items on the agreed upon delivery date, items will be placed in storage by Forward Space and deemed delivered. Customer will be invoiced for 90% of the product costs plus applicable freight, cartoning charges, and double handling/redirect fees. Storage charges will be provided in a Change Order for Customer's approval (if available) and payment to Forward Space shall not be unreasonably withheld. Storage shall be invoiced monthly, with terms of NET thirty (30) days of invoice date. Actual storage charges will be pro-rated on a weekly basis with one (1) week as a minimum. Any additional resulting-cost(s) incurred by Forward Space due to Customer's delay shall be submitted to Customer as a Change Order, and then invoiced by Forward Space and paid by Customer accordingly. Time-critical Forward Space obligations impacted by the delay herein shall be released by Customer when Forward Space's obligations are impacted from Customer's extended delay.

**E. Changes/Cancellations:** Requests for order changes/cancellations for standard product(s) must be submitted to Forward Space within five (5) business days from placement of order. Changes/cancellations are contingent upon manufacturer terms and conditions. There are no changes and/or cancellations on specials/custom product(s) or quick ship orders.

**F. Returns:** All products are manufactured to meet specific customer needs and therefore cannot be returned. Restocking programs are not available either by manufacturer or Forward Space.

**G. Field Change Orders:** If changes occur on the job site requiring additional work, Forward Space will advise Customer of additional charges for approval prior to commencing work.

**H. Conditions of Job Site:** Customer agrees to ensure that Forward Space vehicles and personnel have adequate access to site, the site is clean and free of debris and ready to accept product, other construction trades and individuals are free from the area Forward Space is working, and product(s) are safe and secure from theft and damage.

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**I. Job Site Services:** Customer shall provide, at no cost to Forward Space, adequate air conditioning, heat, electrical current, lighting, ventilation, hoisting, and elevator service as well as adequate facilities for staging, moving and handling of goods. Should product(s) require electrical current, unless otherwise noted, Customer is responsible for contracting with a licensed electrician to accomplish necessary wiring of product provided.

**J. Delivery During Normal Business Hours:** Unless otherwise specified, the delivery and installation prices quoted are for normal business hours using non-union labor. Normal business hours are Monday – Friday, 8:00a.m. to 5:00 p.m. Installation services other than normal business hours (OT, holidays, etc.) and/or using union labor is subject to additional charges.

**K. Condition/Security:** Product delivered and brought on to the job site shall be immediately inspected and accepted by Customer by signing the Delivery Ticket. The responsibility for the security and safeguarding from damage or loss of the delivered product shall at that time pass to Customer. Customer must notify Forward Space within twenty-four (24) hours of receipt of any product defects or damage.

**L. Drop Shipment:** If drop shipment is required, Customer will provide the necessary receiving personnel and will be responsible for off-loading and inspecting the product(s). Customer will be responsible for contacting the delivery carrier for the inspection of any freight-damaged merchandise and filing of the claim for damaged or lost merchandise. Customer will not withhold payment to Forward Space due to freight damage. Freight charges are estimated and actual freight charges, as incurred, will be passed along to the Customer.

**M. Punchlist:** Immediately upon completion of a project, Forward Space and a representative from Customer will prepare a final punch list outlining necessary work to be performed in order to complete the project as ordered. Any work or product needed over and above the items on the project punchlist will be at Customer's expense. For remaining punchlist, Customer may only withhold payment to Forward Space for the lesser of 10% of the order amount or the value of the remaining item(s).

**N. Schedule Dates:** Schedules presented in this proposal are subject to change based on final fabric/finish, receipt of applicable COM materials and/or sign off drawings/quotes, and manufacturing capacity at time of order entry. Reservations are strongly encouraged. In the event of a Force Majeure Event, Forward Space may need to provide alternative product and finish solutions which may result in additional costs to Customer. Our team will work with our clients to make any substitutions as necessary to meet critical dates. Forward Space shall not be responsible for delays related to third-party product manufacturer out of Forward Space's control.

**O. Insurance:** Forward Space carries General Liability, Worker's Compensation, Property Damage, and Automobile insurance, of which certificates shall be provided to Customer upon request. Customer is solely responsibility for Fire, Tornado, Earthquake, Flood and other casualty insurance related to the safeguarding of the product at the jobsite.

**P. Procurement/Payment/Safety/Risk Portal:** If Customer or Customer's Agents request Forward Space's enrollment in a "portal or website" whether related to procurement, payment, invoicing, safety, risk, insurance, or other category that requires Forward Space to incur any fees (whether based on a flat fee or percentage, and/or categorized as setup fees, processing fees, subscription fees, or any other), then the fees incurred by Forward Space shall be added to the order and invoiced to Customer.

**Q. Force Majeure:** Neither party shall be considered in default of any of its obligations under this proposal if its performance is delayed, altered or rendered impossible by acts of God, war, civil commotion, governmental action, pandemics, fire storm, flood, explosion, national strikes or walkouts, or any other cause that is beyond its reasonable control ("Force Majeure Event"). In the event of any such Force Majeure Event, alternative measures may be taken, when available, in order to continue performance under this proposal. In the event of a Force Majeure Event, Forward Space may need to provide additional services (added freight, rerouting, double handling, storage etc.) which may require an additional cost to Customer. Customer's approval (if available) & payment according to terms shall not be unreasonably withheld.

**R. Title & Security Interest:** Title of products shall only pass to Customer upon payment in full to Forward Space of all outstanding charges. The signed documents (quote or purchase order, etc.) shall constitute a Security Agreement with a security interest/lien in favor of Forward Space. Security interest is without waiver of any other available remedies.

# PURCHASE AGREEMENT

**TERMS & CONDITIONS**

**S. Legal Fees:** If either party brings an action to enforce their rights under this Agreement, the prevailing party shall recover its expenses (including reasonable attorneys’ fees and costs) incurred in such action, including any appeals. For Forward Space’s efforts to collect amounts past due, Customer agrees to pay any fees, costs, or expenses incurred, including but not limited to, reasonable attorneys’ fees and legal expenses.

**T. Warranties:** Forward Space does not manufacture any product and only agrees to pass along & facilitate new product warranties in accordance with the manufacturer’s, or vendor’s published warranty in effect at the time of Customer’s order. Used product is “Sold As Is” with no warranties provided by either manufacturer or Forward Space.

FORWARD SPACE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER (WHETHER DIRECT OR INDIRECT, EXPRESS OR IMPLIED) AS TO THE SUITABILITY, DURABILITY, FITNESS FOR PARTICULAR PURPOSE OR USE, MERCHANTABILITY, CONDITIONS OR QUALITY OF ANY GOODS OR SERVICES PROVIDED. ALL SUCH WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED TO THE FULL EXTENT PERMITTED BY LAW.

**U. Limitation of Liability:** Forward Space’s liability for products and services provided shall be limited to the invoice value of such defective products and services and in no event shall Forward Space’s total liability to Customer for all damages, losses and causes of action exceed the amount paid by Customer (if any) for such goods and services.

To the maximum extent permitted by applicable law, in no event shall Forward Space be liable for any consequential, incidental, direct, indirect, special, punitive, or other damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of any products or services provided by Forward Space to Customer, even if Forward Space has been advised of the possibility of such damages.

**V. Interpretation & Hierarchy of Provisions:** This Agreement supersedes any prior agreements regarding Customer’s purchase of products and services from Forward Space. Customer’s issuance of a purchase order serves to confirm their intent to purchase & receive under Forward Space’s quote and/or acknowledgment. Any provisions included in Customer issued documents (i.e. purchase order, invoice, or similar), or other acceptance thereof, is solely for Customer’s convenience in record keeping and the terms shall have no effect on Parties’ respective obligations. Parties intend that the terms of this Agreement survive, unless otherwise negotiated and signed in writing.

**W. Applicable Law/Cumulative Remedies/Waiver:** This Agreement shall be governed by the laws of the State of Illinois. The remedies provided herein shall be cumulative and in addition to any other remedies provided to Forward Space by law. Forward Space’s waiver of any breach of this Agreement shall not constitute a waiver of any other breach of the same provision, or any other provision, of this Agreement.

**X. Severability:** Customer agrees that if any of the provision(s) contained herein shall be held invalid or unenforceable by any court or arbitrator, the remaining provisions shall be enforced as if the invalid term was not included herein.

**Y. Electronic Means:** Forward Space and Customer agree to conduct transactions by electronic means and may execute this agreement in several counterparts each of which shall be deemed an original and all shall constitute one and the same instrument and shall become effective when Forward Space approves a signed and delivered copy from Customer.

I have read, understand, and agree to the Terms and Conditions of sale as specified in this Purchase Agreement and authorize Forward Space to retain & apply these terms for this and all subsequent purchases made by our company. For subsequent purchases, the terms will be Forward Space’s current Purchase Agreement version at that time.

\_\_\_\_\_  
CUSTOMER NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINT NAME & TITLE

\_\_\_\_\_  
DATE

**FORWARD SPACE, LLC**

\_\_\_\_\_  
FORWARD SPACE REPRESENTATIVE

\_\_\_\_\_  
PRINT NAME & TITLE

\_\_\_\_\_  
DATE