



Terms & Conditions of Sale

Terms: Standard terms are net 30 days with approved credit. All prices are in U.S. Dollars. Printed and published price lists are always superceded by the SMARTdesks Master Price List, which is managed and controlled internally by CBT Supply, Inc. dba SMARTdesks. SMARTdesks reserves the right to change prices without prior notification. Clerical and typographical errors are subject to correction.

Selling Information: Distribution of the SMARTdesks price list does not, in itself, constitute an offer to sell. Orders can only be placed using a certified contract quotation generated by CBT Supply, Inc. dba SMARTdesks.

Credit and Open Account Policies: No shipment will be made on an open account basis until CBT Supply has received a completed SMARTdesks Credit Application and granted approval. Open account privileges may be revoked by CBT Supply, Inc. at any time. CBT Supply, Inc. may require payment at time of order placement.

Past Due Accounts: When an invoice becomes past due, a service charge of 2% per month (annual percentage rate 24%) is assessed. When an account becomes past due, CBT Supply, Inc. reserves the right to suspend the open account status and refuse to make any further shipments until the account has been paid in full.

Pre-payment: CBT Supply, Inc. reserves the right to require pre-payment from a customer prior to shipment of merchandise under the following circumstances:

- 1. Unsatisfactory credit rating or prior experience
- 2. A new SMARTdesks dealer
- 3. Any nonstandard or special product ordered

If you have been notified of a requirement for a pre-payment, your purchase order will not be processed until funds have been received and verified. Lead-time begins once credit is approved.

Ordering Information: Ordering may be initiated directly with CBT Supply, Inc. dba SMARTdesks by the following means:

Online: www.smartdesks.com to request an iQuote with official pricing.
Orders and transactions conform to standard business practices using secure communications:

E-mail: sales@smartdesks.com
Postal Service: PO Box 391, Hibernia, NJ 07842-0391
FAX: 877-620-7411 (973-586-4393)
Telephone: 800-770-7042 Sales (973-586-2783)

SMARTdesks Dealers: Orders may be placed with any authorized SMART*desks* Dealer. SMART*desks* products are openly traded and dealer projects are protected. All SMART*desks* Dealers are advised to register each project at the initial iQuote stage to avoid any conflict with our direct sales policy. SMART*desks* will respect and protect each dealer-initiated project so registered. Contact SMART*desks* via email sales@smartdesks.com for additional information concerning project and customer registration.

Acknowledgment: The customer has the sole responsibility of order approval, certifying that the accuracy of the CBT Supply Vendor Purchase Order (VPO) matches the Customer Purchase Order (CPO), which are based on the approved Quote Request. Our ordering process is structured to assist the customer in approving the final VPO with confidence. See Appendix I for a description of the order process. Orders are accepted only by issuance of SMART*desks* formal Order Confirmation (OC) certifying a complete VPO. Orders are subject to the terms and conditions set forth herein, notwithstanding any variance in terms and conditions set forth on buyer's order forms. The Order Confirmation VPO is the final confirmation of the agreement between the customer and CBT Supply, Inc. dba SMART*desks* and supersedes all prior oral and written statements regarding the order. The acknowledged order confirmation can be modified only in writing from CBT Supply, Inc. or by a reconfirmation signed by CBT Supply, Inc. CBT Supply/SMART*desks* does not assume responsibility for errors caused by miscommunications from the customer.

Product Specifications: CBT Supply, Inc. dba SMART*desks* reserves the right to make changes in design, specifications and construction or to discontinue products without prior notice. Dimensions are approximate and are within normal industry tolerances.

Special Orders: Because each SMART*desks* product is made to customer specifications, and not for inventory, all orders are treated as Special Orders. Once the dealer or customer has accepted the quotation and placed the order, the order may not be cancelled. CBT Supply, Inc. reserves the right to require partial or full payment prior to scheduling the order.

Cancellations: All acknowledged orders are considered firm orders and are not subject to cancellation without authorized written approval. Email confirmation is considered satisfactory to meet this requirement. CBT Supply, Inc. will not accept cancellations on specials or custom items once production begins. As a rule, all SMART*desks* products are made to order and should be considered special order or custom. Order cancellations that are approved may be subject to additional charges, which will be assessed at the time of work stoppage.

Changes: Upon acknowledgment of an order, CBT Supply, Inc. may not be able to accept a change order. CBT Supply, Inc. will not accept changes on specials or custom items once production begins. Before production begins, every attempt to make the requested change will be made and the following conditions apply:

1. Requested changes must be submitted in writing. Email confirmation is satisfactory to meet this requirement.
2. Additional charges for materials, labor and administrative costs may be charged.
3. Completion dates may be rescheduled as required based on changes.

Storage Fees: A storage charge of \$10.00 per crate or pallet, per day, will be assessed if a customer delays shipment beyond 30 days of the original, acknowledged shipping date.

Returns: CBT Supply, Inc. will not accept the return of any merchandise without a Returned Material Authorization number (RMA). An RMA will be issued on a per job basis. Special order items may not be returned for credit. No returns will be allowed after sixty (60) days from the ship date. If merchandise is approved for return, a restocking fee will be applied. Upon receipt, all returned merchandise will be thoroughly inspected, and any discrepancies will result in an adjustment to the amount of credit issued. The customer pays return freight cost and is liable for freight damage.

Repair Charges: Repair charges require pre-authorization in writing from CBT Supply, Inc. Customer Support.

Shipping Information: Freight: All shipments are Free On Board (F.O.B.) point of shipment. Shipment is property of the customer once it leaves the factory. Shipping is quoted per order.

Normal delivery hours are 8:00 a.m. to 5:00 p.m., Monday through Friday excluding holidays. Any delivery arrangements made outside of normal delivery times or deliveries refused during normal delivery times are subject to additional charges.

Special delivery requests (i.e. lift gate, inside delivery, non-dock and installation services) result in additional charges and must be specified on order. All related charges will be the responsibility of the customer. There will be a minimum inside delivery charge of \$50. The final charges will be determined by the carrier.

Crating is available upon request, and all charges are the customer's responsibility. Any charges due to failure to meet shipments, re-routing while in transit, non-commercial delivery or carriage storage charges are the responsibility of the customer. Contact Customer Support for quotes.

Carriage: All furniture is carefully inspected and securely packed before shipment. The carrier will only accept packages in good condition and agrees to deliver it in the same condition. CBT Supply, Inc. relinquishes all responsibility for goods shipped upon a signed receiving document from the carrier. It is the customer's responsibility to inspect the merchandise immediately upon receipt.

Loss, Damage or Delay: CBT Supply, Inc. shall not be liable for loss, damage or delay resulting from causes beyond its reasonable control, including but not limited to fire, strike, inclement weather, accidents or delay in transportation. In the event of delay, due to any such cause, the delivery date will be postponed.

Shortages: If the shipment is not delivered in accordance with the quantity of cartons and packages shown on the Bill of Lading and/or Freight Bill, do not accept it until such shortages are noted on both documents.

Damaged Merchandise

& Claims:

CBT Supply, Inc. shipments are FOB point of shipment. We will do everything possible to insure your order arrives in good condition and on time. **SMARTdesks is not responsible for freight damage or delays.** Please inspect merchandise immediately upon receipt. If an item has been damaged, it is important to note the damage on the delivery receipt document and file a claim with the transportation company. In the event of concealed damage, notify the carrier **within 15 days of receipt** and request immediate inspection. All cartons and packaging must be kept with the merchandise at the delivered location. Failure to do so constitutes acceptance and a waiver of any such claim.

Electrical Disclaimer:

Due to local codes and regulations, CBT Supply, Inc. cannot make electrical recommendations for facilities. Please contact a certified electrician.

Warranty:

CBT Supply, Inc. dba SMARTdesks warrants that its products are free from defects in materials and workmanship given normal use and care for the lifetime of service. In the event that a product is used more than normal use, the applicable warranty period may be reduced.

This warranty is made by CBT Supply, Inc. to the original customer for as long as the original customer owns and uses the product.

The SMARTdesks warranty is only valid if the products are given normal and proper use, and installed or used in accordance with factory installation and/or application guidelines, and installed by an authorized SMARTdesks dealer or agent. CBT Supply, Inc. assumes no responsibility for repairs to products sustaining damages resulting from user modification, attachments to a product, misuse, abuse, alteration, or negligence.

As your manufacturer, we stand behind our quality products and will do everything possible to resolve any problems that might arise within the terms of this warranty.

For more information or to file a warranty claim, please contact Customer Support at service2@smartdesks.com or by phone at 800-770-7042.

Appendix I: Description of Order Process

- 1) Receive order from customer
- 2) Review order:
 - a) Compare to Quote
 - b) Look for signature
 - c) Includes Shipping costs (crating, freight, inside delivery and assembly charges)
- 3) Add to Job Schedule, assign Job Number
- 4) Send out Purchase Order Received (POR) to customer
 - a) Acknowledge receipt of order
 - b) Inform of Job Number assigned
 - c) Note any discrepancies found in step 2
 - i) Request Revised/Corrected Customer Purchase Order (CPO)
 - ii) Return to Sales if needing requote
- 5) Process Order
 - a) Draft Vendor Purchase Order (VPO) (if info needed, Final if not)
 - b) Note any missing information (colors, delivery address, contact info, Credit issues)
- 6) Send to Customer: Order Confirmation Vendor Purchase Order
 - a) Request any missing info from above
 - b) Confirm all products ordered, including options and colors
 - c) Confirm delivery address and points of Contact
 - d) Request information relative to delivery (ID, AS)
 - e) If custom, or based on dwgs, attach and request Sign Off.
- 7) Receive Order Confirmation of Vendor Purchase Order from Customer: Final Sign-Off from Customer to Proceed
 - a) Review for appropriate responses
 - b) If incomplete, reply to customer asking for further info
 - c) If complete, approved by customer, and it agrees with our test for completeness, proceed
 - e) Send Customer Approved Order Confirmation Vendor Purchase Order (OC) to shipping with all completed data
- 8) Ship Order
 - a) Using OC, and Bill of Lading info, send Notification to Customer
 - b) Make arrangements for inside delivery and assembly, if specified
 - c) Confirm final delivery - Proof of Delivery (POD)
- 9) Follow up
 - a) Send out 100% inquiry to confirm completeness of order and services
 - b) Handle any issues outstanding (missing or damaged part replacement, etc)
 - c) Receive final 100%
- 10) Close order
 - a) Confirm Invoice is paid
 - b) Confirm all outstanding issues resolved

Customer Responsibilities In This Process

1) Place Order Accurately

- a) Include all items listed in Quote: Crating, freight, inside delivery and assembly
- b) Provide correct delivery address
- c) Provide delivery point of contact
- d) Include authorized signature
- e) Include payment terms: credit card, credit application, etc.

2) Order Acknowledgement

- a) Note Job number
- b) Respond to any issues raised
- c) Resubmit Corrected/Revised Customer Purchase Order, if needed

3) Order Confirmation

- a) Review all order details carefully
 - i) Product info
 - A) Dimensions
 - B) Options
 - C) Colors
 - D) Quantity
 - ii) Delivery Info
 - A) Delivery address correct and complete
 - B) Point of Contact complete, and a 2nd
 - C) Inside delivery and Assembly info complete
- b) Respond to Point of Contact in a timely fashion, with all requested information

4) Shipping

- a) Be prepared to receive items
- b) Reply and respond to any requested information (Inside Delivery, Assembly, etc.)
- c) Have all equipment/personnel on hand as required and agreed to

5) Invoicing

- a) Review invoice upon receipt
- b) Notify us immediately of any discrepancy
- c) Pay according to agreed terms and timeline