

TERMS AND CONDITIONS

Terms of Payment

When credit is extended for net thirty 30 days, payment is due within 30 days of shipment. Past due accounts will be charged the lesser of 1-1/2% per month or the highest rate permitted by law plus all collection costs, including reasonable attorney's fees and expenses.

Credit card payments are accepted up to \$5,000.

Taxes

All sales, use, excise and other applicable taxes are the purchaser's responsibility and will be invoiced to the purchaser. If purchaser claims an exemption from such taxes, it shall be the purchaser's responsibility to furnish an appropriate exemption certificate.

Order Changes and Cancellations

Acknowledged orders may not be changed or canceled, in whole or in part, without prior written consent of Watson. Orders for which production has started may not be canceled. Orders that include non-standard products and non-standard finishes may not be canceled. Order changes may affect delivery dates. Expenses incurred because of order changes will be charged to the Customer. In the event of cancellations prior to the start of production for standard products, Customer will be liable for cancellation charges of 25% or Change Order Fee of a minimum of \$500. At that time, a revised quote and new drawings will be issued. The Revised Drawings will have to be approved and signed by the customer and returned to Watson with an updated Purchase Order.

Storage

We understand that projects sometimes face unforeseen delays. If the request to move an order out is received more than 5 weeks or 25 business days prior to the acknowledged ship date, we can likely accommodate that request without additional cost. If the request to move an order out is received less than 25 business days prior to the acknowledged ship date, customers may opt to contract storage with Watson for up to 30 days post-ship date. Watson charges a storage fee of \$1 per day per \$1,000 of the Total Order Net. The minimum storage fee is \$250 Net. Storage should be considered delivery to the customer for all purposes, including invoicing.

Freight

Freight will be quoted on a per project basis considering destination location, order size and weight as well as the current freight market. Watson Console freight terms are FOB destination to all 50 US states.

Packaging

We wrap our products in reusable blankets whenever possible. This method reduces packaging waste, lessens freight damage, expedites on-site installation, and enables easier identification of concealed damage. Here are a few things you should know about Watson's blanket wrap practice:

- Most products will be individually loaded and secured with blankets and straps
- Some steel components may come on small pallets and hardware will be bulked packed in boxes
- Each item will be wrapped in shipping blankets that will stay with the truck

- Exposed wood edge table surfaces will have added packaging to protect edging during transit
- Storage components will be covered in plastic bags and blanket wrapped
- Some table and storage components will have corner guards and be wrapped in plastic
- Cartoning may be specified but is subject to a 5% of total List price surcharge.

Freight Claim

We'll file the freight claim on your behalf. To do this – we'll need your help.

FREIGHT DAMAGE: It is the receiving party's responsibility to examine products upon receipt, note the damage or shortage on the Bill of Lading, and to notify Watson within 24 hours of delivery. Failure to provide notice within 24 hours constitutes acceptance of the product.

CONCEALED DAMAGE: Claims must be made by the purchaser in writing and with photographs within five (5) business days after delivery. Failure by the purchaser to make any concealed damage claim within five (5) business days constitutes acceptance of the product and a waiver of any apparent damages.

Returns

Watson products are made to order and may not be returned for credit unless authorized in writing by Watson. At its discretion, Watson may deem it necessary to issue a Return Merchandise Authorization (RMA) to recover defective or failing product for testing and quality assurance.

An RMA consists of an RMA order acknowledgment, an RMA checklist, a prepaid shipping label and sleeve and the appropriate packaging to return the product in question.

If RMA product is not shipped within 30 days of the date of issue, the scope of work will be viewed as incomplete, and an invoice may be issued based on the value of the parts not returned. Purchasers will be responsible for additional freight costs incurred from non-authorized carriers when returning product.

Force Majeure

Watson shall not be liable for any loss, damage, or delay resulting from forces beyond its reasonable control including fire, flood, strike or other labor difficulty, act of God, or due to any cause beyond its reasonable control. In the event of any such delay, delivery will be postponed by such length of time as may be reasonably necessary to accommodate for the delay.

Date

Printed Name

Signature

I have reviewed and accept the stated terms of this document