

Terms & Conditions

GENERAL SERVICES ADMINISTRATION

CONTRACT NUMBER: GS-29F-0173G
CONTRACT PERIOD: Dec. 11, 2006 - Dec 10, 2011
CONTRACTOR: Nova Solutions, Inc.
421 W. Industrial Avenue
Effingham, Illinois 62401
Phone: 800-730-6682
Fax: 800-940-6682

BUSINESS SIZE: Small
WEBSITE: www.novasolutionsinc.com
PARTICIPATING DEALERS: Contact Nova's Customer Support at 800-730-6682

- 1a. SPECIAL ITEM NUMBERS:** 711-2 Pages 28-31, 38-44, 46-47, 50-57, 59-61, 63-67, 69-77, 79-83
711-3 Pages 40-41, 44-46, 53, 57-59, 71-76
711-11 Pages 45, 58-59. 74, 87-91
711-12 Page 90-91
711-94 Design/layout services at \$65.00 per hour
711-95 Installation - 15% of net price on orders under \$500 net. Negotiable on orders of \$500 net and over.
- 1b. LOWEST PRICED MODEL NUMBER:** 711-2 Page 66 & 82, BE08077 (\$2.02)
- 1c. HOURLY RATES:** Not applicable
- 2. MAXIMUM ORDER LIMITATION:** \$500,000.00
- 3. MINIMUM ORDER:** All orders under \$2,000 net will incur a \$100 handling fee
- 4. GEOGRAPHIC COVERAGE:** The United States (Alaska and Hawaii ship to closest port on west coast)
- 5. POINT OF PRODUCTION:** Effingham, Illinois
- 6. PRICING:** Prices shown are Government Net, Dock Delivered (Alaska and Hawaii freight included to closest port on west coast. Call for freight quote from west coast port to Alaska or Hawaii)
- 7. QUANTITY DISCOUNTS:** Not applicable
- 8. PROMPT PAYMENT TERMS:** Net 30
- 9a. GOVERNMENT CREDIT CARDS:** Accepted
- 9b. GOVERNMENT PURCHASE CARDS ARE ACCEPTED ABOVE THE MICRO-PURCHASE THRESHOLD.**
- 10. FOREIGN ITEMS:** None
- 11a. TIME OF DELIVERY:** 90 days ARO
- 11b. EXPEDITED DELIVERY:** Not applicable
- 11c. OVERNIGHT and 2-DAY DELIVERY:** Not applicable
- 11d. URGENT REQUIREMENTS:** Not applicable
- 12. F.O.B. POINTS:** Destination (Except for shipments to Alaska and Hawaii)
- 13. ORDERING ADDRESS:** Nova Solutions, Inc.
P.O. Box 725
421 W. Industrial Avenue
Effingham, Illinois 62401-0725
E-mail: Orders@novasolutionsinc.com
- 14a. PAYMENT ADDRESS:** Nova Solutions, Inc.
P.O. Box 725
421 W. Industrial Avenue
Effingham, Illinois 62401-0725
- 14b. FOR PROMPT DELIVERY, ALL ORDERS MUST INCLUDE:**
- 1) Purchase order number
 - 2) Attached layout/drawing
 - 3) Billing address
 - 4) Ship-to Information and E-mail address
 - 5) Special handling instructions
 - 6) Complete model and finish number
 - 7) Correct pricing
- 14c. ORDER PLACEMENT:** Nova requires that all orders be in writing and accompanied by a layout/drawing. This is to insure that orders are complete, avoid errors, and avoid duplication. Please order products by model numbers specified to avoid any possible error. Telephone orders will not be processed for production without proper written confirmation. Nova cannot be held responsible for errors, omissions, and order duplication due to non-compliance with this procedure.

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15. WARRANTY PROVISION: Nova Solutions warrants that its products are free from defects in materials and workmanship given normal use and care for the lifetime of service; proof of delivery being the only official document accepted by Nova for any claim. In the event that a product is used more than normal use, the applicable warranty period may be reduced. This warranty is made by Nova Solutions to the original customer for as long as the original customer owns and uses the product. Nova Solutions' warranty is only valid if the products are given normal and proper use, and installed in accordance with Nova Solutions' installation and/or application guidelines, and installed by an authorized Nova Solutions' dealer or agent. Nova Solutions assumes no responsibility for repairs to products sustaining damages resulting from end-user modifications, attachments to a product, misuse, abuse, alteration, or negligence. This warranty is subject to the limitations, exclusions, and other provisions provided below:

- Twenty-five years: Thermofused laminate
- Twenty years: Drawer slides
- Ten years: Locks
- Five years: Downview technology with flat panel monitor or CRT, Flat Panel Display Security Arm, high pressure laminate, castors, fabrics, metal frame doors, electrical components, PVC extrusions, adjustable surface mechanisms, and accessories.
- Two years: The Trolley H-Class with Intelligent Motion Technology: first year of warranty for parts and labor; second year limited parts warranty. Variation in finishes is characteristic, in terms of color & texture, and does not constitute a defect.

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 Nova Solutions' Customer Support at 800-730-6682.

16. EXPORT PACKAGING CHARGES: Quoted on request, including states of Alaska and Hawaii

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD: No dollar limit, no negotiated payment discounts

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE AND REPAIR: Not applicable

19. TERMS AND CONDITIONS OF INSTALLATION: Negotiated on a project basis.

20a. TERMS AND CONDITIONS OF REPAIR PARTS: Not applicable

20b. TERMS AND CONDITIONS OF ANY OTHER SERVICES: Will incur additional charges

Multiple site deliveries: \$75 per order and location drop charge

Non-Standard Detention Time: \$75 per hour after two hours for each delivery location

Delivery time (outside normal delivery hours): Contact Customer Support for charges and availability

21. LIST OF SERVICE AND DISTRIBUTION POINTS: Not applicable

22. LIST OF PARTICIPATING DEALERS: Not applicable

23. PREVENTIVE MAINTENANCE: Not applicable

24a. ENVIRONMENTAL ATTRIBUTES, e.g. RECYCLED CONTENT, ENERGY EFFICIENCY, AND/OR REDUCED POLLUTANTS: Nova is committed to protecting the environment. For Nova's complete environmental information, contact the Customer Service Department at 800-730-6682.

24b. SECTION 508 COMPLIANCE: Not applicable

25. DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER: 19-433-1401

26. NOTIFICATION REGARDING REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE: CCR Compliant

DIMENSIONS/SPECIFICATIONS/FINISHES: All dimensions are approximate and may vary due to technique of each craftsman. If exact dimensions are required, it is necessary for the customer to state such specifications with the order. Detailed specifications sheets are available for each series of goods, and customer should consult Nova's customer service department for these specification sheets. Nova reserves the right to make changes in dimensions, style, or specifications if Nova believes these changes will improve the goods' quality or appearance.

CANCELLATION POLICY: Prior to production, no charges to the customers. After this period, the Federal customer will be charged all actual costs incurred if items are not sold within a six month period.

RETURN POLICY: Nova Solutions, Inc. will not accept the return of any merchandise for any reason unless prior written approval, including a Returned Material Authorization number (RMA), is issued by Nova Solutions, Inc. Special order items may not be returned for credit. If merchandise is approved for return, the restocking fee of 25% will be applied. No returns will be allowed after sixty (60) days from the ship date. Upon receipt, all returned merchandise will be thoroughly inspected, and any discrepancies will result in an adjustment in the amount of credit issued.

RESULTS AND ALLOWANCES: Nova will not make allowances for trip or delivery charges, but will only make allowance for actual work performed to correct manufacturing defects. Allowances may be authorized only by a company officer. It is the responsibility of the field sales representative to inspect any defective merchandise and make suggestions and recommendations as to the proper disposition. Field personnel cannot obligate or bind the company by definite agreement, without final authorization by a company officer. Nova will not accept automatic charge backs which do not have prior authorization. All defects must be called to the company's attention upon arrival at the customer's "ship to" destination. To initiate any type of claim or request for parts, it is imperative to have the model number.

ORDER ACKNOWLEDGEMENT: The acceptance of an order by Nova Solutions, Inc. is final and binding and not subject to change or cancellation without prior approval from Nova Solutions, Inc. The acknowledgement is the final agreement between the customer and Nova Solutions, Inc. and is the exclusive statement of the terms thereof. Please notify Nova immediately of any discrepancies in your order acknowledgement. The customer assumes all responsibility for order accuracy. Nova does not assume responsibility for errors caused by miscommunications from the customer.

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UNCARTONED OR BLANKET WRAPPED: Nova Solutions, Inc. uses the finest packing and cartoning. No blanket wrapped orders will be allowed.

NOVA'S PERFORMANCE OF ITS OBLIGATION: The production and delivery of the goods to the extent delayed or hindered or prevented from the performance by reason of natural disasters, acts of God, strikes, lockouts, labor troubles, inability to procure materials, casualties, failure of power, restrictive governmental laws or regulations, riots, insurrections, acts of terrorism, war or other reason of a like nature not the fault of Nova shall excuse for the period of the delay Nova's performance and the period for the performance shall be extended for a period equivalent to the period of such delay.

DAMAGED MERCHANDISE: All merchandise is carefully packed and thoroughly inspected prior to shipment. Responsibility for its safe delivery is assumed by the carrier. Please inspect the merchandise immediately upon receipt. If shipment arrives short or obviously freight-damaged, notate immediately on freight bill so claim can be filed with the carrier. 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 comply will void any recourse to Nova Solutions or the carrier. Failure to report damage within 15 days after receipt of merchandise constitutes acceptance and a waiver of any such claim.

QUICK SHIP: Quick ship is only available in 45 series. Items will be shipped in (10) ten working days after order discrepancies resolved. Color selection is limited to the following:

Work Surface Colors: Grey Nebula, Hard Rock Maple and Wild Cherry. **Base Colors:** Fashion Grey, Black and Wild Cherry.

SPECIAL ORDERS: Any order which deviates from the specifications in the Nova catalog, including but not limited to non-stock optional color combinations, are special orders. Pricing will be in accordance with a quotation from Nova Solutions, Inc. Once the government has accepted the quotation and placed the order, the order may not be cancelled. Nova reserves the right to require partial or full payment prior to scheduling the order. Quotations are valid for a period of (90) ninety days.

CHANGES: Upon acknowledgement of an order, Nova Solutions, Inc. may not be able to accept a change order. Every attempt to make the requested change will be made and the following conditions apply:

- 1) Change orders must be submitted in writing.
- 2) Additional charges for materials, labor and administrative costs may be charged.
- 3) Completion dates will be rescheduled as required by delays that the change may cause.

SHIPPING INFORMATION: Nova Solutions products are shipped via contract carriers. Nova's product pricing is based on standard delivery between normal business hours Monday through Friday, excluding weekends and holidays. Any charges arising from failure to meet shipments, rerouting while in transit, or carrier shortage charges are the responsibility of the customer. Customer pick ups are handled on an appointment basis. Please contact Nova Customer Service to schedule appointment.

Loss, Damage or Delay: Nova 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 a 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.

STORAGE FEES: Orders where shipment is delayed by the customer beyond 30 days after the original acknowledgement ship date are subject to a 3% weekly storage fee for storage beyond the initial 30 days.

GOVERNING LAW: This contract shall be construed and governed in accordance with the laws and regulations of the state of Illinois. Customer agrees to submit to the jurisdiction of and agrees all lawsuits relating to any disputes between the customer and the company will be brought only in a state court located in Effingham County, Illinois or the United States District Court for Marion, Illinois. The customer hereby waives the right to a trial by jury in any action, proceeding, claim, or counter-claim whether in contract or tort, at law or in equity, arising out of or relating in any way to these terms and conditions and all other disputes between the parties.

ATTORNEYS' FEES: Customer shall be responsible for all expenses and cost in connection with the enforcement by Nova of these terms and conditions and the cost of collection (including the fees of any collection agencies to whom the customer's account may be referred), plus reasonable attorneys' fees (which attorneys' fees shall not be less than 25% of the amount due, unless a lower amount is specified by applicable law).

REMEDIES: The remedies herein reserved shall be cumulative, and additional to any other or further remedies provided in law or equity. No waiver of a breach of any provision of these terms and conditions shall constitute waiver of any other breach or of such provision.

LIMITATION OF LIABILITY: Nova shall not under any circumstances be liable to the customer, owner of the goods or any third party for special, indirect, incidental, or consequential damages, including, without limitation, loss of profits or revenues, loss or damage to other property or equipment, cost of capital or of purchased or replacement goods, or expense, delay, or inconvenience cause by or arising from the purchase, sale, use, repair or inability to use the goods or by any performance or non-performance under, or breach of, these terms and conditions. Nova's sole liability for any defective goods shall be its repair or its replacement pursuant to the express warranties set forth above, or if amended, as applicable at the time of manufacture or repair of the goods. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusion may not apply to all customers. Any action resulting from any breach on the part of Nova as to the goods or services delivered here under must be commenced within one year after the cause of action has occurred.

MITIGATION: If Nova repossesses the goods prior to payment by the customer of all amounts due hereunder, Nova may sell the goods, as is, where is, free and clear of all rights of the customer at either public or private sales, and apply the net proceeds (after deducting expenses of repossession and sale) to the obligation of customer hereunder. The customer may dispose of the goods in any commercially reasonable place and manner and the customer waives any notice of time, place and manner of sale.

INTEGRATION: These terms and conditions, along with any credit application, invoice, statement, dealer contract, acknowledgement, bill of lading (and any exhibits, addenda or amendments thereto) of which this order may be a part, constitutes the sole and complete agreement between Nova and the customer with respect to the purchase of the goods.

Procurement Information

**CONTRACT: GS-29F-0173G
LAMINATE FURNITURE**

CONTRACTOR: Nova Solutions, Inc.

VENDOR BLOCK: c/o Assisting Dealer
421 W. Industrial Avenue
P.O. Box 725
Effingham, IL 62401

DATES: Dec. 11, 2006 - Dec. 10, 2011

TIN: 37-1343933

DUNS: 19-433-1401

CAGE CODE: 07DR6

TERMS: Net 30

FOB POINT: Destination

BUSINESS SIZE: Small