

Thomas Partitions & Specialties, Inc.

Terms and Conditions of Service

- 1. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and Thomas Partitions shall not be bound by any other terms, absent a written modification or other agreement signed by the parties. Acceptance of this order/contract constitutes acceptance of all conditions herein stated.
- 2. Scope.** This quotation is expressly limited to the model numbers, quantities, and terms stated throughout. This quote does not guarantee quantities or descriptions to agree with plans and specifications. It is purchaser's responsibility to compare with actual requirements to avoid error.
- 3. Acceptance.** All quotations are subject to acceptance of your purchase order by Thomas Partitions. All orders under \$50,000 must be placed with a purchase order.
- 4. Payment.** Thomas Partitions requires a 50% deposit to place order and balance due upon delivery/installation, unless agreed otherwise.
- 5. Tax.** Quotations do not include applicable taxes, unless stated otherwise.
- 6. Changes.** Changes, modifications, waivers, additions or amendments to the terms and conditions of this Purchase Order shall be binding on Thomas Partitions only if such changes, modifications, waivers, additions, or amendments are in writing and signed by a duly authorized representative of Thomas Partitions.
- 7. Insurance.** Quotations do not include additional insured endorsements or waiver of subrogation. OCIP credit will only be applied to OCIP issuance certificates received before start of work.
- 8. Exclusions.** Price does not include delivery, installation, and all applicable taxes; except where noted otherwise. Price excludes frameless mirrors, work outside restrooms (unless otherwise noted), demolition, backing or the installation of backing, filler pieces, patching, caulking, installation of hand dryers/ ceiling beams/ and or plumbing of any kind.
- 9. Availability:** Availability is based on current estimated manufacturers' inventory forecasts. Manufacturer's actual inventory demands may vary.
- 10. Time of Delivery.** Delivery schedules are contingent upon strikes, accidents delays of carriers or construction delays out of our control.
- 11. Installation:** If job conditions, out of our control, prevent, the start or completion of, scheduled work, trip charges and cost of additional labor will be applied to final invoice
- 12. Delivery.** Purchaser, or purchaser's agent, will take effective delivery of material and/or installation upon the sooner of: signing and acknowledging acceptance of delivery or 48 hours after installation.
- 13. Returns.** Returns are subject to manufacturers' approval, restocking fee of 25%, and trip charges.
- 14. Work of others.** Thomas Partitions is not responsible for damage caused by the work of others. Thomas Partitions is not responsible for damages caused to the work of others. Thomas Partitions is, specifically, not responsible for damages caused behind restroom walls.