



USACAPITOL

TERMS and CONDITIONS

DEALER TERMS & CONDITIONS

These Terms and Conditions apply to all product purchasers/end users, as well as Authorized Dealers, and any offer to sell product by USACapitol is conditional and based on Purchaser acceptance of and agreement to these Terms and Conditions. Accordingly, completion of any purchase constitutes acceptance by the purchaser/end user of an offer by USACapitol based on these Terms and Conditions in full, and without modification, additional terms or revisions. USACapitol objects to any other terms proposed by Purchaser, does not accept them, and will not be bound thereby.

QUOTES AND PRICING

All products manufactured by USACAPITOL are sold exclusively through Authorized Dealers.

Discount structures are established for actively selling Authorized Dealers and are based on the most current price list available on www.usacapitol.com. These structures exclude freight, delivery, and installation charges.

All pricing/terms contained on a quote apply only to the project/name/end-user's name referenced. Pricing is good for 60 days from the date of quote, unless otherwise specified. Pricing for a bid is one-time only pricing and cannot be used for subsequent orders for different users, purchases, or projects. Any change in quantity or products on a quote not included on the Purchase Order will result in a price change.

All pricing is FOB Belton, TX, unless a destination freight quote has been obtained by USACAPITOL. **USACAPITOL cannot guarantee quoted freight amount due to fuel surcharges.** Quoted freight is at the then current rate. **Rate in effect at time of shipment will apply.** Unless otherwise stated, orders derived from this quote shall be placed within 60 days to deliver within a 6-month window.

Please reference a Quote Number when placing an order. If color choices are not specified on your quote request, standard color pricing is quoted. Optional colors may have an up-charge and may result in a pricing change.

Pricing for State Contracts will be submitted at the time the contract opens and again when the contract reopens for new pricing approval. Dealers must provide USACAPITOL with timely notification of extensions and rebids, as well as which products are due, and when they are due. Any changes must be brought directly to our attention. Dealers are also responsible for providing quarterly and/or yearly sales reports in a timely manner.

Please note that if the entire bid is not won, pricing may be subject to change according to discount structure.

PROMOTION

It is the responsibility of the USACAPITOL Authorized Dealer to promote our products in the respective coverage areas.



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USACAPITOL will provide construction reports, leads, project protection, and sales support. USACAPITOL will review authorized dealer performance quarterly.

PRODUCT SAMPLES

Free samples of the USACAPITOL product line are proudly supplied to our Authorized Dealers for use in their sales efforts. Dealers are responsible only for freight charges. Items are shipped as 3rd Party Bill, or Pre-Pay & Add for qualified accounts. USACAPITOL reserves the right to decline sample requests at any time.

ORDERS AND ACKNOWLEDGEMENTS

Please email (sales@usacapitol.com) your Purchase Order. Purchase Orders must specify all options required to properly manufacture the products requested. Standard options will apply to orders without specified requirements. See the current Price List for standard product options.

Every effort is made to obtain complete information so that we may process your order. Approximate "lead time" and estimated ship dates are determined the day the complete order is entered into our system, and a Contract Acknowledgement is e-mailed to the dealer. It is the responsibility of the dealer to review the Acknowledgment and notify USACAPITOL of discrepancies or incomplete information. A revised Contract Acknowledgement will be issued to confirm any changes.

Please note orders held 30 days past the originally requested ship date will be assessed a 1% fee for handling, carrying and storage.

QUICK SHIP ORDERS

Quick ship items are available on a first-come, first-served basis and cannot be held on reserve. USACAPITOL must have an order in hand before items are removed from the quick ship list and are considered unavailable to other customers.

CHANGES AND CANCELLATIONS

USACapitol reserves the right to discontinue products and change product specifications without notice and reserves the right to withhold shipment or production of customer's orders until approval by USACapitol credit department.

For changes to pre-production orders, including changes to delivery dates, please contact our Customer Service Department. Changes must also be submitted in writing and a revised Contract Acknowledgement will be issued to confirm these changes.

Changes to orders after production has begun or is complete will be subject to a 10% change order fee. Changes to non-standard items will also be subject to their corresponding up-charges.



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Orders canceled after 10 working days of the issued Acknowledgment date will incur charges of 10% of the cancelled product price. Orders cancelled after production has begun will be subject to a 20% cancellation fee.

SHIPPING

SHIPPING DATES

Shipping dates shown on Contract Acknowledgements are Estimated Ship Dates only. While every effort is made to complete the order at the time as acknowledged, these dates are not guaranteed. Various issues may arise for both the dealer and manufacturer that can affect the actual shipment. USACAPITOL is not liable for failure to ship on the estimated acknowledged or shipping date. Likewise, the dealer will not be liable for failure to take the product on an estimated acknowledgment date.

USACapitol and the Authorized Dealer understand that there are delays in school construction. USACapitol will negotiate applicable storage fees on a case-by-case basis.

USACapitol and the Authorized Dealer understand that there can be delays in manufacturing due to machinery, supplier, geopolitical, force majeure, or other failures. Authorized Dealer is required to help mitigate USACapitol's cost and negotiate on a case-by-case basis to provide IN STOCK or rental furniture. USACapitol will never pay for a competitor's product as a replacement.

PRE-PAY & ADD

Freight charges at the time of shipment will apply. USACAPITOL will arrange pick-up times for Pre-Pay & Add orders. Estimated completion and delivery dates are determined on the day the order is entered into our system, and these dates determine appropriate pick-up times. To arrange changes to delivery dates, please contact our Customer Service Department. The freight carrier is liable for meeting coordinated delivery dates.

The method of LTL shipments is dock-to-dock. Please indicate the exact shipping criteria needed when setting up shipment details, including but not limited to: Limited Access Delivery; Inside Delivery; Residential Delivery; Multiple Drops.

Special shipping and/or delivery requirements of the consignee are arranged by USACAPITOL and the Authorized Dealer responsible for the order and require written notification from the Dealer. The Dealer shall be responsible for any additional fuel and accessorial charges, as well as any additional operating costs sustained due to factors not communicated at the time shipment is arranged.

Undelivered shipments returned to USACAPITOL will be assessed a 20% restocking fee, plus freight.



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3RD PARTY BILL

Pick-up and delivery schedules for 3rd Party Bill are coordinated between the Dealer and the freight carrier and/or the consignee and freight carrier.

Shipments must be arranged at least 48 hours prior to pick up, and are taken on a first-come, first-served basis. Carriers arriving late cannot be assured of immediate attention.

Live Loads

Live loads require a scheduled ETA. Live loading takes 2 to 4 hours loading time, and therefore, only A.M. dock times are scheduled. Should the carrier arrive after 12:00 p.m. CST, loading may be delayed until the next available A.M. time slot.

Note: All shipments require load locks or straps and shipments will not be allowed to leave the dock without them in place. Should the carrier refuse to purchase load locks or straps, USACapitol will supply them at the Dealer's expense.

SHORTAGES AND SHIPPING DAMAGE

USACAPITOL proudly guarantees the construction of our products and our methods of packaging and loading, but we cannot guarantee products will arrive in the same condition they leave our facilities.

All outgoing shipments are photographed to provide documentation. These provide documentation for damage claims and help eliminate the possibility of improperly loaded shipments.

SHORTAGES

Products should be inspected and counted upon delivery. **Note missing items on the Delivery Receipt when shipment is received.** Shortages must be reported to USACAPITOL within 3 business days of delivery.

SHIPPING DAMAGE

Products should be inspected upon delivery and during installation. Damaged cartons should be opened immediately and the contents inspected. **Note damaged items on the Delivery Receipt when shipment is received.** Items damaged during shipment must be reported to USACAPITOL within 3 business days of receipt of goods.

All damaged products and cartons must be retained until disposition is determined.

Photographs are required for all damage claims and should include images of any damaged packaging showing damage before unloading and of the damaged items. Without such



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documentation, it will be assumed damages occurred during shipment and/or during installation, for which USACAPITOL will not be liable.

Damaged items will either be replaced or, for items needing only minor on-site repair, replacement parts will be provided. A Return Merchandise Authorization (RMA) number will be assigned for each incident for which items need to be returned. A restock fee of 20% will apply to returned items.

Dealers are responsible for filing shipping damage claims for items shipped via 3rd Party freight.

DEFECTIVE ITEMS AND WARRANTY

Defective items must be reported to USACAPITOL within 3 business days of discovery, and the item must be taken out of service, labeled, and preserved for inspection.

USACapitol's liability is limited to and will in no event exceed the purchase price of the product. Also see the "Limited Liability" section below.

The USACapitol express warranty <https://www.usacapitol.com/warranty/> is exclusive and in lieu of all other warranties whether oral or written, express or implied. No warranty of merchantability or fitness for a particular purpose shall apply. No agent, employee or representative of USACapitol nor any dealer or other person is authorized to modify this warranty in any respect. The foregoing shall constitute the only remedy of the purchaser/end user and the exclusive liability of USACapitol.

USACapitol shall not, under any circumstances or under any legal theory, be liable to the purchaser or any other person for special, incidental, or consequential damages of any nature, including without limitation damages to, or loss of use of property, damages for loss of profits or revenues or any other damages arising from the original purchase.

USACapitol's liability for defective goods is limited to the replacement, repair, or credit of purchase price of the defective goods, pursuant to the terms of its limited express warranty. In no event is USACapitol liable for consequential, indirect, incidental, special, exemplary, punitive enhanced damages, lost profits or revenues or diminution in value.

USACapitol reserves the right to decide whether the goods should be repaired or replaced. Any repair or replacement under warranty shall not extend the warranty period. The Authorized Dealer has an obligation to mitigate costs and provide pricing for local freight and installation and obtain written approval prior to repair/replacement being performed.



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USACapitol may, at its election, substitute a reasonable comparable product or a credit for the original purchase price (less reasonable depreciation) in the event that the original warranted product is no longer manufactured by USACapitol at the time the warranty is exercised.

Defective items will either be replaced at no cost, or, for items needing only minor, on-site repair, replacement parts will be provided at no cost. Repairs should be made only with parts authorized by USACapitol. Any repairs made without USACapitol authorized parts will void the warranty.

RETURNS

Please contact our Customer Service Department to approve products for return. An RMA number will be assigned, and shipment arranged. Authorizations expire 45 days from the date of issue. Special order or non-standard products will not be accepted without pre-approval.

Products must be returned in unused, sellable condition for credit to be considered. A restock fee of 20% will apply. Return freight charges shall be the responsibility of the dealer.

PAYMENT TERMS

Terms are Net 30 days following the date of invoice for all Authorized Dealers with an approved line of credit. Payment for all goods shall be made in U.S. Dollars. Past due accounts will be charged with interest of 1.1/2% per month (18% per annum) on all outstanding balances over 30 days past due.

Delinquent accounts are subject to being placed on 'Credit Hold' status, which will halt production of orders and prevent shipments until payment has been arranged with the Accounting Department.

Consistently delinquent accounts will result in future increased pricing structures and decreased credit limits. Accounts are reviewed regularly.

LIMITED LIABILITY

USACapitol's limited warranty does not cover apparent defects caused by abusive or abnormal use of the product, improper assembly, or failures resulting from inadequate inspection and maintenance. **All incidental or consequential damages which may arise, including but not limited to business losses, personal property damage, and third-party liabilities, are hereby expressly excluded. USACapitol shall not, under any circumstances or under any legal theory, be liable to the purchaser or any other person for special, incidental, or consequential damages of any nature, including without limitation damages to, or loss of use of property, damages for loss of profits or revenues or any other damages arising from the original purchase.**



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Also, expressly excluded under this warranty are vinyl and fabric upholstery material and normal wearing parts. Some natural color variation occurs in thermoset hard plastic and is inherent to its character. Some color variation occurs in poly propylene injection molded components. These variations cannot be avoided and are therefore not considered defects. Chrome plating is a chemical process by which nickel physically bonds to a metal surface, the chrome bonds to the nickel. Due to the length of our welds, some may appear blackish grey in areas under the seat or desktops, Some surface rust may occur on nickel/chrome in indoor areas with poor environmental controls and in outdoor areas. These cannot be avoided and therefore are not considered defects. Powder coating is applied electronically and is cured under heat to allow it to flow and form a 'skin'. This surface will wear over time, or under heavy use, and is therefore not considered a defect.

GOVERNING LAW AND VENUE

These Terms and Conditions are governed by the law of the State of Texas, without regard to the effect of any conflict of laws. Bell County, Texas is where USACapitol manufactures its products. Accordingly, the sole and exclusive jurisdiction and venue for any dispute or suit arising out of or related to any USACapitol product, these Terms and Conditions, or the Express Warranty is in state or federal court having jurisdiction over Bell County, Texas.

These terms and conditions override and supersede any purchaser terms (including any conflict), and USACapitol offer to sell purchased items on its stated terms, including pricing, is conditional and is based on and subject to the terms of this document, without modification, USACapitol accordingly objects to any other terms or conditions requested by Buyer, and will not be bound by the same. Buyer accordingly expressly agrees to all USACapitol Terms and Conditions by completing its purchase based on the offer of USACapitol utilizing these Terms and Conditions without revision, additional terms or modifications.

MISCELLANEOUS

If any of these provisions are found to be invalid, illegal or unenforceable, that provision will be deemed severable and will not affect the validity, legality and enforceability of the remaining provisions.

It is the responsibility of the Authorized Dealer to label products in accordance with applicable state regulations.



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Agreement acceptance

I have read, understand, and accept the stated terms and conditions of being an Authorized USACAPITOL Dealer.

Name _____

Title _____

Company _____

Date _____