



16501 Trojan Way
 La Mirada
 CA 90638
 Phone: 949.231.7869
 Fax:

QUOTATION

SOLD TO:

Kenneth Homsley
 Fullerton Public Library
 353 W. Commonwealth Ave

Fullerton CA 92832
 714.738.3343

SHIP TO:

Kenneth Homsley
 Fullerton Public Library
 353 W. Commonwealth Ave

Fullerton CA 92832
 714.738.3343

Project: Humanscale Chairs

FQO / QUOTE #		DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON		
		6/29/2021		Kenneth Homsley	Anne Alex		
Line #	Qty	Part Description		List \$	Ext List \$	Sell \$	Ext Sell \$
1	20	HUM Liberty Chair, Task Chair, Height Adjustable Duron Arms		\$1,335.00	\$26,700.00	\$627.45	\$12,549.00
				<i>Discount from List: 53.00</i>			
		Frame Color	B	Black w/ Black Trim			
		Back Mesh Style	M	Monofilament Stripe			
		Mesh Color	10	Black			
		Seat Textile	CF	Corde 4			
		Corde	10	Black			
		Leather Stitch Option	-	No Leather Selected			
		Seat Pan	~	Standard Foam Seat Pan			
		Cylinder Option	~	Std 5" Cylinder			
		Casters Option	~	Std Hard Casters			
		Fire Proofing Option	~	Std Foam and Plastics			
		Base Color Option	~	Standard Base to Match Trim Color			
		Base Option	~	Standard Base			
		Shipping	~	Individually Boxed			
2	20	Staples Delivery		\$0.00	\$0.00	\$12.00	\$240.00
				<i>Discount from List: 0.00</i>			
3	1	Sales Tax 7.75% (estimate)		\$0.00	\$0.00	\$991.15	\$991.15
				<i>Discount from List: 0.00</i>			
Grand Total :				List:	\$26,700.00	Sell:	\$13,780.15

FQO / QUOTE #	DATE 6/29/2021	CUSTOMER PO NO	CUSTOMER NO Kenneth Homsley	SALESPERSON Anne Alex
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<u>Line #</u>	<u>Qty</u>	<u>Part Description</u>	<u>List \$</u>	<u>Ext List \$</u>	<u>Sell \$</u>	<u>Ext Sell \$</u>
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----- **Special Instructions** -----

Return Policy: Furniture is sourced specifically for the customer and is non-returnable.
 Damaged or Defective items will be repaired or replaced in keeping with the manufacturer warranties in place at time of order.
 This quote is valid for 30 days unless otherwise noted. Applicable Sales Tax will be added at time of invoicing.

----- **Additional Instructions** -----

Discount based on STAPLES SOURCEWELL FURNITURE CONTRACT 121919 - 4-1-2021
 Standard labor for delivery during normal working hours

By signing this quote, the customer authorizes the procurement of the products and services contained herein.
 This sale is subject to the Staples Workplace Studio Terms and Conditions attached.

_____	_____	_____	_____
ACCEPTED BY	TITLE	DATE	PO NUMBER

Grand Total :	List:	\$26,700.00	Sell:	\$13,780.15
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WORKPLACE STUDIO TERMS AND CONDITIONS

Staples Contract & Commercial, Inc., operating as Staples Business Advantage, a Delaware corporation, with its principal place of business at 500 Staples Drive, Framingham, MA 01702 (“Staples”), and the customer named in the quote to which these terms and conditions are attached, and its affiliates, subsidiaries and/or members (collectively “Customer”). In consideration of the following mutual promises, the parties agree as follows:

- 1) PRICES OF PRODUCTS AND SERVICES.** Customer may purchase and Supplier shall provide the products (“Products”) and services (“Services”) at the prices set forth in Staples’ written quote. The purchase price of the Products does not include freight, handling, installation, insurance, sales or other taxes. Staples’ prices are subject to change pursuant to the provisions contained herein. Freight, handling and installation charges are invoiced separately.
- 2) DESIGN.** All designs, plans, drawings, specifications, samples, and the contents therein regarding this sale shall remain the property of Staples, and may not be used, reproduced or distributed, in whole or in part without written permission from Staples.
- 3) SHIPPING.** Staples shall not be responsible for delays or defaults caused by others or by circumstances beyond its control. Unless Customer has specified shipping instructions in writing herein or by a subsequent written notice, shipment and delivery will be made by the designated carrier and in the manner deemed best by Staples, including partial shipments.
- 4) RISK OF LOSS AND DAMAGE.** Title and risk of loss or damage to the Product shall pass to Customer when the Product is delivered to Customer or Customer’s agent, whichever first occurs. Staples shall not be liable for any delivery damage, delay, default, loss or expense occurring during or attributable to transportation by any third party carrier.
- 5) DELIVERY AND INSTALLATION.** If delivery and installation are part of this sale, the following provisions shall apply:
 - A. Conditions of Installation Site - It is Customer’s responsibility that the site be clean and free of debris prior to installation. In the event Staples’ personnel remove or assist in removing existing furniture or equipment at the job site, Customer shall pay Staples for this Service, as separately invoiced.
 - B. Installation Site Services - Electric current, heat, and elevator service will be furnished at Customer’s expense. Customer shall provide adequate facilities for docking, moving and handling of Products.
 - C. Special Packaging or Handling - If special packaging or handling not contained in this Agreement is required, Customer shall pay an extra charge as invoiced separately.
 - D. Delivery/Installation - Delivery and installation will be during normal business hours (8:00 AM to 5:00 PM local time Monday through Friday, except for Staples designated holidays). Customer shall pay additional labor costs resulting from overtime work performed at Customer’s request. Staples shall designate the personnel to install the Products sold herein. Customer shall be responsible for obtaining proper permits for the installation. If regulations in force at the time of installation require the use of tradesmen at the site other than Staples designated personnel, Customer shall pay for any additional costs incurred. If the Products must be moved due to progress of other trades, or other reason, the Customer agrees to pay the extra cost of moving.
 - E. Storage Space - Unless the Products arrive at the site earlier than the date requested, the Customer shall provide safe and adequate storage space at the Customer’s expense. If the space provided is inadequate or inconveniently located (such as on another floor) or requires excessive sorting or other additional expense, the Customer shall pay the associated cost or expense.
- 6) INSTALLATION DELAYS.** In the event that construction delays or other causes not within Customer’s or Staples’ control force postponement of the installation as scheduled, Staples or the Customer shall store the Products until installation can be resumed, and the Products shall be considered accepted by the Customer for purposes of invoicing and payment. Customer shall pay all transfer and storage charges incurred.
- 7) COMPLETION OF INSTALLATION.** Within a reasonable time after installation of the Product, authorized representatives of Staples and the Customer shall inspect the Product for conformity with the order and for defects and/or damages, and shall note all such mutually agreed upon items on an installation “Service Report”. Upon completion of the inspection, the representatives of Staples and Customer shall sign the Service Reports, which shall constitute the Customer acceptance of the Products installed, subject only to the contents of the Service Report.
- 8) CHANGE ORDER/CANCELLATION.** Any order changes must be submitted in writing. Staples will use commercially reasonable efforts to accommodate Customer’s written change order request. All changes/cancellation requests shall be evaluated at the time of request by Staples and are subject to revised lead times and/or additional charges as applicable.
- 9) RETURNS POLICY.** Custom or made to order Products, or Products sourced specifically for the customer are not eligible for return. Upon approval by Staples, “stocked” inventory Product may be returned subject to a restocking fee exclusive of freight and delivery. The returned Product must be in new and unused condition and returned in its original carton within 14 days from receipt date.
- 10) PAYMENT.** Customer may be required to pay a deposit of 50% of the total purchase price of the Product ordered. Payment terms are net 30 days from the date of shipment and net 10 days on a consolidated billing method (e.g. weekly, monthly). For partial shipments, payment shall be due only for Products received. The remaining balance for any partial shipment shall be due within terms following installation of the Product. Staples may invoice Customer at any time following shipment of the Product. Customer shall pay the net amount shown on the face of the invoice. Credit cards shall not be accepted unless otherwise agreed by Staples. Staples reserves the right to charge interest on any past due amount at the rate of 1.5% per month, or the maximum rate legally permitted, whichever is less. Staples shall be entitled to recover its costs of collection, including reasonable attorneys’ fees.
- 11) TAXES.** Staples may collect, and Customer shall pay, any taxes, which Staples may be required to pay or collect by law in connection with this sale. Any such taxes will be added to the price at time of invoicing and the Customer shall pay the same unless the Customer shall furnish written proof thereof of exemption to Staples prior to the estimated shipping date. The appropriate tax rate will be based on where the Product is received.
- 12) LIMITED WARRANTY.** Staples warrants that it will pass through all manufacturers’ warranties to the Customer for Products sold to Customer in lieu of any other express or implied warranties from Staples. SUPPLIER EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR ANY OTHER STATUTORY OR COMMON LAW WARRANTY.
- 13) Termination.** Either party shall have the right to terminate this Agreement, for any reason during the term, by giving the other party written notice no later than thirty (30) days prior to the effective date of termination. If either party materially breaches this Agreement, the non-breaching party must give the breaching party written notice of the breach and thirty (30) days to cure such breach. If the breach is not cured within thirty (30) days, this Agreement may be terminated by the non-breaching party. In the event of a termination by either party or upon cancellation or expiration of the Agreement, Customer agrees to promptly pay all amounts owed to Staples. Following termination, Staples reserves the right to withhold shipment of any and all Products until all past due invoices owed to Staples by Customer have been paid.
- 14) LIMITATION OF LIABILITY.** Neither party shall be liable to the other for any special, indirect, incidental, consequential, or punitive damages of any kind even if advised of the possibility thereof. In no event shall

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Staples' liability (whether in contract, tort or otherwise) for damages arising out of, or relating to a breach of the above express warranty or the sales, delivery, installation, use or performance of the Product exceed the purchase price of the Product.

15) CONFIDENTIALITY. The parties agree not to disclose any confidential information furnished by the other party, except as required by law. For purposes hereof, such confidential information includes, but is not limited to, each party's customer lists, prices, purchasing patterns, and financial information provided by either party, whether or not marked or labeled as confidential. In the event a party believes it is required by subpoena or other legal process to disclose confidential information received from the other party, it will give prompt written notice to such other party prior to making any disclosures. In the event of any breach of this section, the parties agree that monetary damages may not be sufficient to remedy such breach and that the non-breaching party may suffer irreparable damages, and therefore, the parties agree that the non-breaching party will be entitled to equitable and injunctive relief.

16) Press Releases and Advertisements. Unless expressly required by applicable law, neither party shall, without the prior written consent of the other, issue press releases, marketing literature, public statements, or in any way engage in any other form of public disclosure relating to this Agreement.

17) SECURITY INTEREST. Staples reserves and Customer hereby grants to Staples a purchase money security interest in the Product and in the proceeds thereof to secure any payment due hereunder including subsequent invoices. In this connection, upon Staples request, Customer shall execute financing statements and other documents reasonably requested by Staples to protect Staples' security interest in the Product. Customer shall maintain the Product in good condition; keep the Product free from liens and encumbrances; and shall not use or permit use of the Product in a manner likely to damage it, nor remove or permit the removal of the Product from the installation location, nor permit the disassembly of the Product and shall permit inspection by Staples' representative at reasonable times. Customer shall procure and maintain fire, extended coverage, vandalism and malicious mischief insurance to the full insurable value of the Products, with loss payable to Staples as its interest may appear.

18) INDEMNIFICATION. Each party ("Indemnifying Party") agrees to and shall defend, hold harmless and indemnify the other, its officers, directors, employees, and agents ("Indemnified Party") from and against all third-party claims, damages, or causes of action arising out of or related to the Indemnifying Party's gross negligent acts or omissions or material breach of any representation, warranty, covenant or obligation under this Agreement. The Indemnified Party agrees to (a) notify the Indemnifying Party promptly in writing of such action, (b) give the Indemnifying Party sole control of the defense and settlement of such action and (c) provide the Indemnifying Party all reasonable information and assistance requested.

19) FORCE MAJEURE. Neither party shall be liable for any delay in or impairment of performance resulting in whole or in part from acts of God, labor disruptions, shortages, inability to procure product, supplies or raw materials, severe weather conditions, acts of subcontractors, interruption of utility services, acts of any unit of government or governmental agency, or any other circumstances or causes beyond the control of either party in the conduct of its business.

20) ASSIGNMENT. Neither party may assign this Agreement without the prior written consent of the other party, provided however that Staples may assign this Agreement to any affiliate, subsidiary or controlled entity. Any party who is assigned this Agreement is bound to all of the terms and conditions contained herein.

21) INSURANCE. Staples shall at its own expense procure and maintain: (i) commercial general liability insurance with limits of at least \$1,000,000 combined single limit per occurrence; (ii) if deliveries are to be made by Staples to any Customer facility, automobile bodily injury and property damage liability insurance covering owned, non-owned and hired automobiles, the limits of which shall not be less than \$1,000,000 combined single limit per occurrence; (iii) employer's liability insurance, the limits of which shall not be less than \$1,000,000; (iv) workers' compensation insurance as prescribed by applicable law; and (v) umbrella/excess coverage in the amount of \$4,000,000 per occurrence. With respect to the coverage described in (i), (ii), and (v) above, Staples shall (a) name Customer as an additional insured for loss or damage arising out of Staples' products or services under this Agreement; (b) name Customer's landlord or property manager as an additional insured when deliveries or services are to be made or performed by Staples at any Customer facility; (c) waive insurer's subrogation rights against Customer and Customer's landlord or property manager, except to the extent loss or damage is caused solely by Customer or Customer landlord or property manager; (d) provide primary, non-contributory coverage to additional insureds to the extent loss or damage results from products or services under this agreement; and (e) be insured with insurance companies of recognized standing rated A VIII or better by A.M. Best. Customer and Customer's landlord or property manager shall receive prior written notice of cancellation in accordance with the policy provisions.

22) Governing Law. The provisions of this Agreement shall be construed in accordance with the laws of the State of New York excluding its conflicts of law provisions.

23) TERMS AND CONDITIONS OF AGREEMENT. These terms and conditions, in addition to any quote, contain the entire agreement between the parties as it specifically pertains to the subject matter contained herein. In order to be effective, any modifications must be in writing, signed by an authorized agent of both parties, and attached hereto. If there are any terms and conditions presented in either party's order forms or other documents which conflict with this Agreement, the terms and conditions of this Agreement shall control. If there are any additional terms and conditions contained in Customer's ordering documents that add to or conflict with these terms and conditions, except for product description, pricing, quantity, and delivery instructions, such terms and conditions are expressly objected to and shall not be binding on Staples.