

Furniture Concepts Distributor, Dealer & Designer Terms & Conditions

Furniture Concepts provides unique furniture solutions for the toughest problems including Heavy Use, Limited Mobility, Behavioral Outbursts, Multi-Use & Multi-Purpose Rooms, Contraband Risk, Infectious Control, Incontinence, Bedbugs, Fire Code & Safety Code Compliance, and more. With limitless custom capabilities, we are able to approach projects with an eye towards Functionality, Safety, Comfort, Design, and Budget. All our products are designed for Group Living Environments and are warranted for Heavy Use. Ask us for details!

Furniture Concepts has worked to establish and maintain a large number of Distributors, Dealers, and Designers partnerships. We consider Distributors, Dealers, and Designers important to our business model and we value the hard work involved in sourcing projects. It is our goal to deliver value to each project through offering the right products at best-in-class wholesale pricing. Our unique product and pricing structure allow Distributor, Dealer, and Design partners to maximize profits on both sourced and reseller projects.

Below are outlined a few key points of our Distributor, Dealer, and Design (herein "Distributor / Dealer") partnerships. In order to effectively maintain our unique Value Proposition, we ask that all Distributor, Dealer, and Design partners read and acknowledged the Terms & Conditions outlined below:

- Dealers / Distributors are eligible for discounts of 50% off Standard Customer List Prices. Dealers / Distributors that provide a current, valid, legal reseller's certificate from their State of primary operation may receive additional discounts for verifiable resell projects. Determinations for applicable discounts are at the sole discretion of Furniture Concepts and its representatives.
- 2. Distributors / Dealers agree to conduct its business in a manner that reflects favorably at all times on Furniture Concepts' good name, goodwill and reputation.
- 3. All orders to Furniture Concepts are subject to acceptance in writing. Furniture Concepts may (in its sole discretion) refuse acceptance of any order. Conflicting, inconsistent or additional terms or conditions contained in any order submitted by Distributor shall not be accepted. Orders, once accepted, are not cancellable.
- 4. Risk of loss due to damage or destruction of products purchased through Furniture Concepts shall be the responsibility of the Distributor / Dealer after delivery to the carrier for shipment. Furniture Concepts will select the shipper unless the Distributor / Dealer requests a reasonable alternative. All items ship FOB Origin, third part, prepaid unless otherwise stated.
- 5. Distributor / Dealer shall pay a 50% deposit with balance due within thirty (30) days after the date of invoice until reasonable payment history is established. Payment shall be made as shown on the invoice. Furniture Concepts may impose a late payment charge of 1.5% per month on any overdue unpaid balances. A 3% convenience fee will be applied to all credit card payments.
- 6. It is our minimum expectation that the Dealer / Distributor will make adequate efforts to market / sell products offered by Furniture Concepts using product data and specifications as shown at website <u>www.furnitureconcepts.com</u>. In order to offer best pricing to our Dealer / Distributor partners, Furniture Concepts asks that reasonable efforts be made to minimize requests to its sales and support representatives. For fabric selection, visit <u>http://www.furnitureconcepts.com/fabrics/</u>. Additional fabrics can be found at <u>http://www.mayerfabrics.com/</u> and <u>http://www.dougind.com/</u>. COM from any fabric mill is accepted. Please specify COM pricing.