

Nov 10



**STOREY
KENWORTHY**
we make a difference

1333 Ohio Street
Des Moines, IA 50314
Phone 515-288-3243
Furniture Fax 515-883-3098

Quotation 66259
Quote Date 10/12/21
Customer CLACSD
Terms Net 30
Account Representative David
Bertlshofer

Quote To

Accounts Payable
Clarinda Comm School District
423 E NODAWAY ST
CLARINDA IA 51632-1745

Ship To

Kristin Wagoner
Clarinda Comm School District
423 E NODAWAY ST
CLARINDA IA 51632-1745

Phone +1 (712) 542-5165

Phone +1 (712) 542-5465

kwagoner@clarindacsdsd.org

Sales Location DSM Whse 1333 Ohio

Invoice will include any vendor surcharges in effect at the time of order.

Description	Quantity	Unit Price	Extended Price
1 SC4790SP TRIANGLE - KALEIDOSCOPE TRI 4 33" - 42" SOLID PLASTIC TOP SCHOLARCRA	42	185.00	7,770.00

Quotation Totals

Sub Total

7,770.00

STOREY KEN Delivery, Installation

1,200.00

Grand Total

8,970.00

End of Quotation

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS

ACCEPTED BY _____ TITLE _____ DATE _____



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TERMS AND CONDITIONS OF SALE

1. **ORDERS:** It is understood and agreed that an order cannot be cancelled except by mutual consent, subject to Manufacturer's approval. If a percentage cancellation charge is made by Manufacturer, the percentage will be applied to the contract cost of the items cancelled and will be invoiced to the Customer/Purchaser. If Manufacturer is unable to accommodate the request for cancellation, the sale will be final.
2. **CHANGE ORDERS:** Request to change the scope of the project after product has been ordered or the labor quote has been approved by purchaser may result in additional change order fees.
3. **RETURNS:** Merchandise is not returnable unless it has been authorized by the Manufacturer with the Purchaser bearing all costs including freight, pickup, delivery, Manufacturer restocking fees, plus 15% of purchase cost to offset overhead expenses by Seller.
4. **PRICE:** All prices quoted are firm for 30 days from the date of this proposal, unless otherwise specifically noted.
5. **TAX:** Proposals and orders are subject to applicable sales tax.
6. **TERMS:** Net 30 days.
7. **DELIVERY:** In the event that delivery/installation is provided as part of the sale, the following provisions shall apply.
 - A. Job Site: The job site shall be clear and free of debris prior to installation. Site preparation performed by Seller's employees, including but not limited to, clearing debris or moving of Purchaser's furniture, shall be charged to the Purchaser at Seller's normal hourly rate.
 - B. Job Site Services: Electric current, heat, hoisting and/or elevator service will be furnished without charge to Seller. Adequate facilities for offloading, staging, moving, and handling of goods shall be provided by Purchaser.
 - C. Delivery Hours: The sale price is based on the installation being made during the normal eight-hour, five-day work week, Monday through Friday. If delivery/installation is required at a time other than these, Purchaser agrees to pay Seller at the applicable overtime rate.
 - D. Risk of Loss: Upon delivery of goods by Seller to Purchaser's requested location, all risk of loss or damage shall pass to Purchaser, including, but not limited to any loss or damage by weather, other trades such as painting, plastering, wall covering, drapes, curtains, window coverings, blinds and window treatments; telephone installation, fire or other elements; and Purchaser agrees to hold Seller harmless from loss for such reasons.
 - E. Any changes to delivery/installation location or timing due to job site readiness may include additional labor charges due to redelivery or double handling of products. These charges will be calculated using Seller's normal labor rate.
 - F. Partial deliveries can be made at the Purchaser's request for an additional charge. Unplanned partial deliveries may result in additional overtime charges.
8. **DELIVERY/ INSTALLATION DELAYS:**
 - A. If premises of Purchaser are not ready for installation/delivery, the Purchaser agrees to pay for ninety percent (90%) of the value of the delivered goods in storage and ready for installation/delivery, within 10 days of receipt of goods by Seller.
 - B. STORAGE: If premises are not ready for installation/delivery within 21 days after receipt of goods by Seller, the Purchaser agrees to pay a monthly storage and handling fee to Seller. Seller can only store up to 1 truckload of product.
 - C. If product cannot be installed as originally scheduled due to site readiness, purchaser assumes responsibility of any concealed damages that are revealed after 15 days of shipment receipt.
9. **SHIPMENTS:** Seller continually expedites orders and will attempt to obtain the commitment of the manufacturer to meet the delivery schedule requirements, but cannot be held responsible for delayed deliveries. Orders, once entered, cannot be cancelled due to delayed delivery unless manufacturers will accept cancellation from Seller. Changes in delivery address may incur additional fees.
10. **DEPOSITS:** A 50% deposit is required to place an order. All deposits on goods purchased shall be retained by Seller until shipment, delivery and installation of entire order are complete. Deposit amounts will be deducted from the final invoice. No proration of deposit will be made on partial delivery or installation.
11. **ACCEPTANCE:** All goods shall be considered accepted after the Purchaser or his agent has signed the delivery copy of the "delivery receipt". All claims or exceptions must be made in writing on this copy. If Purchaser is dissatisfied at the time of delivery/installation, it should be noted on the "delivery receipt" or "punch list". Buyer may delay payment of up to 10% of the invoice, without penalty, until all Punch List items are corrected. However, it is expressly understood that the remaining 90% of the invoice is due and payable under the normal credit/payment terms extended by Seller, regardless of the presence or extent of Punch List items.
12. **LIMITED LIABILITY:** the goods and services incidental to their sale described in this proposal are sold subject only to such warranties as are made by manufacturers of the goods. Seller will cooperate with Purchaser in obtaining adjustments from manufacturers for a breach of any such manufacturer's warranty. However, Seller neither guarantees nor warrants that the manufacturer will comply with the terms of its warranty; and Seller does not adopt, guarantee or warranty that the manufacturer will comply with its obligations. Seller shall not be liable for defects in, or loss to the goods sold, or caused by the goods sold. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SELLER SHALL NOT BE LIABLE FOR ANY ACTUAL, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES TO PURCHASER OR TO ANY THIRD PARTY AS A CONSEQUENCE OF THE ALLEGED BREACH OF ANY SUCH WARRANTY. Purchaser agrees to indemnify and hold harmless Seller and its agents and employees of and from any claims for damage of loss due to damage or injury caused by the goods after delivery to Purchaser.
13. **LIEN AND SECURITY INTEREST:** Seller shall have and retain a lien on and security interests in all goods until all goods described in this purchase order have been paid for in full. Upon nonpayment within specified terms, Seller shall have the right, at its election, to recover possession of such goods; and in that event, Purchaser authorizes Seller to promptly enter upon its premises and to repossess and remove such goods at the expense of the Purchaser.
14. **COSTS AND ATTORNEY FEES:** In the event the Purchaser should fail to comply with any of the terms, conditions, or provisions hereof, and should it become necessary for Seller to incur costs or engage the services of others, Purchaser agrees to pay all costs and expenses incurred by Seller, including costs and reasonable attorneys' fees, whether out of court, at trial or appellate levels, or in bankruptcy/insolvency proceedings, or otherwise.
15. **TRADE/MANUFACTURE STANDARDS:** The goods shall be subject to reasonable variation from standard in color, quality, finish and variations allowed by the trade customs of the industry.
16. **LACK OF CONTROL:** Seller shall not be liable for any damages arising out of failure, delay or interruption in the performance of this proposal/order caused by strike, flood, wind, war, civil disturbance, fire, act of God, shortage of labor or materials, or any other matter beyond its direct and sole control.
17. **ADDITIONAL TERMS:** Purchaser hereby authorizes Seller to inquire into and make investigation of the credit and credit history of the Customer and its principals in connection with any orders of the Customer. Purchaser acknowledges that this proposal/order and performance hereunder, shall be deemed severable. Purchaser shall be liable for any part of the goods described in the proposal/order and any invoice submitted hereunder. Purchaser shall pay the monies due hereunder and all invoices submitted hereunder in accordance with their terms, and shall not be entitled to any set-off or to withhold any payment or portion thereof. All invoices not paid in accordance with the terms hereof shall accrue interest at the rate of 1.5 per month (18% per annum). All payments on past due invoices shall be first applied to accrued interest and then to open invoice amounts.
18. **PAYMENT OPTIONS:** Seller reserves the right to charge a credit card fee if that payment method is chosen. This fee will be added to the total of the transaction and will be equal to the cost of processing the selected credit card.

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS

ACCEPTED BY _____ TITLE _____ DATE _____