

# Quotation



**Bill to:** C00339  
 County of San Benito  
 2301 Technology Pkwy  
 Hollister, CA 95023-2513  
 USA

**Ship to:**  
 Main Jail  
 710 Flynn Rd  
 Hollister, CA 95023  
 USA

**Totals:**  
 Total nontaxable \$0.00  
 Total taxable \$94,503.86  
 Tax \$7,796.57  
**TOTAL AMOUNT - USD \$102,300.43**

## Information

Quote: 19369-01 Description: New Main Jail Product  
 Document date: 1/10/2019  
 Payment terms: Net 20 Days  
 Expiration date: 2/8/2019

## Team

Sales representative: Bob Madey bmadey@pivotinteriors.com 408 432 5655  
 Sales coordinator: Chiyoh Arai carai@pivotinteriors.com 408 635 7723

Line	Item number	Description	Tag	Quantity	Unit price	Extended	
1	NOTE	SHIP TO SITE		1.00	\$0.00	\$0.00	
	*	710 Flynn Road					
	*	Hollister, CA					
	*	95023					
2	NOTE	NOTE		1.00	\$0.00	\$0.00	
	*	Workrite - SPA-23999					
	*	Herman Miller-AG0607					
	*	US Communities					
3	PIV-PM	Project Management Services		16.00	\$75.00	\$1,200.00	T
4	SEHX78-90-F30-PS-C	Sierra HX Electric Frame Set, 2-Leg for	WORK RITE	1.00	\$587.84	\$587.84	T
		84"					
	F30	Feet- 30"					
	PS	Programable Switch					
	C	Charcoal					
5	SEHX54-72-F30-PS-C	Sierra HX Electric Frame Set, 2-Leg	WORK RITE	13.00	\$585.53	\$7,611.89	T
	F30	Feet- 30"					
	PS	Programable Switch					
	C	Charcoal					
6	91US.FS	Achieve, Stacking Guest Side, Plastic	CH-3	22.00	\$183.54	\$4,037.88	T
		Back, Silver Frame, Armless					
	FABRIC	Fabric Grade Selections					
	FG2	Fabric Grade 2					
	SLIDE	Slide Standard Color Selection					
	NICKEL	Slide Nickel					
	85M73	Black					
	~	No Selection					
	~	No Seat Foam Upgrade					
	AC	Fully Assembled in a Carton					
7	26-3018-5D	+File,FS Lat Std Pull,1 13 1/8" FD/4 11	ROOM 125W	2.00	\$954.04	\$1,908.08	T
		3/4" Dwr 30W 18D					
	TS	+smooth paint on textured steel					
	G2	+graphite satin					
	T2	+1 1/4"-high painted metal top with squared edge					
	KD	+keyed differently, black					
	B2	+1 1/2"-high base					
	CB	+counterweight (recommended)					
	9P	+front-to-back filing rail					
8	A1110.3924G	@Panel,Hard Pwr 4-Circ W/Com Pt Lc	WORK STATIONS	7.00	\$223.20	\$1,562.40	T
		39H 24W	AO2 ROOM 104				
	LU	@soft white					
	LU	@soft white					
	LU	@soft white					
9	A1110.3924N	@Panel,Hard Npwr 39H 24W	WORK STATIONS	1.00	\$153.45	\$153.45	T
			AO2 ROOM 104				
	LU	@soft white					
	LU	@soft white					
	LU	@soft white					

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10	A1110.3930N	@Panel,Hard Npwr 39H 30W	WORK STATIONS AO2 ROOM 104	3.00	\$167.40	\$502.20	T
	LU	@soft white					
	LU	@soft white					
	LU	@soft white					
11	A1110.3942G	@Panel,Hard Pwr 4-Circ W/Com Pt Lc 39H 42W	WORK STATIONS AO2 ROOM 104	1.00	\$276.21	\$276.21	T
	LU	@soft white					
	LU	@soft white					
	LU	@soft white					
12	A1110.3948G	@Panel,Hard Pwr 4-Circ W/Com Pt Lc 39H 48W	WORK STATIONS AO2 ROOM 104	4.00	\$280.24	\$1,120.96	T
	LU	@soft white					
	LU	@soft white					
	LU	@soft white					
13	A1110.6742G	@Panel,Hard Pwr 4-Circ W/Com Pt Lc 67H 42W	WORK STATIONS AO2 ROOM 104	1.00	\$347.20	\$347.20	T
	LU	@soft white					
	LU	@soft white					
	LU	@soft white					
14	A1110.6748G	@Panel,Hard Pwr 4-Circ W/Com Pt Lc 67H 48W	WORK STATIONS AO2 ROOM 104	4.00	\$355.57	\$1,422.28	T
	LU	@soft white					
	LU	@soft white					
	LU	@soft white					
15	A1220.39H	+Conn,2-Way 90 Deg Hard 39H	WORK STATIONS AO2 ROOM 104	4.00	\$41.23	\$164.92	T
	LU	+soft white					
	LU	+soft white					
16	A1220.67H	+Conn,2-Way 90 Deg Hard 67H	WORK STATIONS AO2 ROOM 104	4.00	\$53.01	\$212.04	T
	LU	+soft white					
	LU	+soft white					
17	A1271.39H	+Fin End 39H	WORK STATIONS AO2 ROOM 104	4.00	\$20.15	\$80.60	T
	LU	+soft white					
	LU	+soft white					
18	A1311.A	+15 Amp Receptacle 4 Circuit, Duplex, Circuit A 6/Pkg	WORK STATIONS AO2 ROOM 104	2.00	\$67.58	\$135.16	T
	LU	+soft white					
19	A1311.B	+15 Amp Receptacle 4 Circuit, Duplex, Circuit B 6/Pkg	WORK STATIONS AO2 ROOM 104	1.00	\$67.58	\$67.58	T
	LU	+soft white					
20	A1322.06E	+Base Pwr Entry,Dir Con 4-Circ,6Ft L	WORK STATIONS AO2 ROOM 104	2.00	\$60.14	\$120.28	T
21	A2310.2442L	+Work Surf,Sq-Edge Rect, Lam Top/TP Edge 24D 42W	WORK STATIONS AO2 ROOM 104	1.00	\$112.22	\$112.22	T
	LU	+soft white					
	LU	+soft white					
	LU	+soft white					
22	A2310.2448L	+Work Surf,Sq-Edge Rect, Lam Top/TP Edge 24D 48W	WORK STATIONS AO2 ROOM 104	6.00	\$118.42	\$710.52	T
	LU	+soft white					
	LU	+soft white					
	LU	+soft white					
23	A3352.1342	+Flip Dr Unit,B-Style Fab,W/Lock 13D 42W 15-1/2H	WORK STATIONS AO2 ROOM 104	1.00	\$177.32	\$177.32	T
	KD	+keyed differently					
	LU	+soft white					
	8T	+crossing-Pr Cat 1					
	19	+crossing shale					
24	A3352.1348	+Flip Dr Unit,B-Style Fab,W/Lock 13D 48W 15-1/2H	WORK STATIONS AO2 ROOM 104	4.00	\$186.93	\$747.72	T
	KD	+keyed differently					
	LU	+soft white					
	8T	+crossing-Pr Cat 1					
	19	+crossing shale					

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25	A3410.1642	+Tackboard,B-Style 16H 42W	WORK STATIONS AO2 ROOM 104	1.00	\$65.10	\$65.10	T
	8T 19	+crossing-Pr Cat 1 +crossing shale					
26	A3410.1648	+Tackboard,B-Style 16H 48W	WORK STATIONS AO2 ROOM 104	4.00	\$69.44	\$277.76	T
	8T 19	+crossing-Pr Cat 1 +crossing shale					
27	AO215.34	+Draw Rod 34H	WORK STATIONS AO2 ROOM 104	8.00	\$8.68	\$69.44	T
28	AO215.62	+Draw Rod 62H	WORK STATIONS AO2 ROOM 104	3.00	\$8.99	\$26.97	T
29	AO259.	+Fin End,Chg-Of-Ht,Panel/Conn	WORK STATIONS AO2 ROOM 104	4.00	\$10.23	\$40.92	T
	LU	+soft white					
30	CN122AWAA	+Wk Chr,Embody,Std-Ht,Fully Adj Arms	CH-2	25.00	\$846.60	\$21,165.00	T
	XT G1 BB 30 15	+titanium +graphite +2 1/2" hard caster, black yoke, carpet only +rhythm-Pr Cat 2 +rhythm charcoal					
31	DT5AS.2448LT	+Everywhere Flip-Top Rect Table,Squared Edge,Lam Top/Thermo Edge,T-Leg 24D 48W	HM EVERYWHERE TRAINING T-4	3.00	\$512.82	\$1,538.46	T
	LBG LBG MS 20	+sarum twill +sarum twill +metallic silver +casters					
32	DT5AS.2472LT	+Everywhere Flip-Top Rect Table,Squared Edge,Lam Top/Thermo Edge,T-Leg 24D 72W	HM EVERYWHERE TRAINING T-5	3.00	\$564.96	\$1,694.88	T
	LBG LBG MS 20	+sarum twill +sarum twill +metallic silver +casters					
33	DT5AS.3060LT	+Everywhere Flip-Top Rect Table,Squared Edge,Lam Top/Thermo Edge,T-Leg 30D 60W	HM EVERYWHERE TRAINING T-3	2.00	\$592.68	\$1,185.36	T
	LBG LBG MS 20	+sarum twill +sarum twill +metallic silver +casters					
34	FTS10.3060LS	+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 60W, No Brkts	OFFICE 104C AND 125W	2.00	\$136.09	\$272.18	T
	98 98	+studio white +studio white					
35	DT2A.30DN	+Standard-Hght Table Leg,C-Leg w/Hgt Adj, Lam, Painted or Ven Top 30D	FOR OFFICE 104C	1.00	\$1,150.00	\$1,150.00	T
	91 57	+white +glides					
36	FTS10.3072LS	+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 72W, No Brkts	FOR SIT TO STANDS	8.00	\$169.88	\$1,359.04	T
	98 98	+studio white +studio white					
37	ZCELH	@Exact Size File Top,Sq-Edge,Lam Top	work stations	2.00	\$243.34	\$486.68	T
	D01 29 W05 70 EZ LU	@depth 15.00in - 30.00in DEPTH @width 60.01in - 72.00in WIDE @standard hmi laminates +soft white					
38	ZCELH	@Exact Size File Top,Sq-Edge,Lam Top	work stations	1.00	\$243.34	\$243.34	T

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	D01	@depth 15.00in - 30.00in					
	29	DEPTH					
	W05	@width 60.01in - 72.00in					
	64	WIDE					
	EZ	@standard hmi laminates					
	LU	+soft white					
39	FTS10.3084LS	+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 84W, No Brkts	FOR SIT TO STANDS, 104C	1.00	\$198.09	\$198.09	T
	98	+studio white					
	98	+studio white					
40	FF52M.73644BLGT	@Wood Vert Tower,68" h,36" w,24" d,4H foot,wdrb left, shlvs/F rt,lam case/glass dr,fin case top	CANVAS OFFICES, 104C	1.00	\$1,901.85	\$1,901.85	T
	98	@studio white					
	98	@studio white					
	G1	@graphite					
41	FTS10.2460LS	+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 60W, No Brkts	CANVAS OFFICES, 104D,132B	2.00	\$102.30	\$204.60	T
	98	+studio white					
	98	+studio white					
42	FTS10.2484LS	+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 84W, No Brkts	CANVAS OFFICES, 104C, 132C	2.00	\$159.96	\$319.92	T
	98	+studio white					
	98	+studio white					
43	FTS10.2496LS	+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 96W, No Brkts	CANVAS OFFICES, 125U, 125B, 11	3.00	\$162.44	\$487.32	T
	98	+studio white					
	98	+studio white					
44	FTS10.3060LS	+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 60W, No Brkts	CANVAS OFFICES, 123A	2.00	\$136.09	\$272.18	T
	98	+studio white					
	98	+studio white					
45	FTS10.3072LS	+Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 72W, No Brkts	CANVAS OFFICES, 123A	1.00	\$169.88	\$169.88	T
	98	+studio white					
	98	+studio white					
46	FV2A2.24AL	+Open Support Leg,Archtrl Foot,Adj Hght,Lft 24D	CANVAS OFFICES	7.00	\$161.51	\$1,130.57	T
	G1	+graphite					
47	FV2A2.24AR	+Open Support Leg,Archtrl Foot,Adj Hght,Rt 24D	CANVAS OFFICES	7.00	\$161.51	\$1,130.57	T
	G1	+graphite					
48	FV2A2.30AL	+Open Support Leg,Archtrl Foot,Adj Hght,Lft 30D	CANVAS OFFICES, 123A	3.00	\$168.64	\$505.92	T
	G1	+graphite					
49	FV2A2.30AR	+Open Support Leg,Archtrl Foot,Adj Hght,Rt 30D	CANVAS OFFICES, 123A	3.00	\$168.64	\$505.92	T
	G1	+graphite					
50	FV43C.WM1542LWT	@Ovhd Stg Cab, Open, Wall Mount, Lam Case, Finished Case Top, 15H 42W	CANVAS OFFICES, 104D,104C,132C	3.00	\$304.42	\$913.26	T
	98	@studio white					
51	FV43C.WM1548LWT	@Ovhd Stg Cab, Open, Wall Mount, Lam Case, Finished Case Top, 15H 48W	CANVAS OFFICES, 125U	1.00	\$310.93	\$310.93	T
	98	@studio white					
52	FV43H.WM1542GWTN	@Ovhd Stg Cab, Hinged Doors, Wall Mount, Lam Case/Glass Doors, Finished Case Top, No Lock, 15H 42W	CANVAS OFFICES,104C, 132C	2.00	\$854.05	\$1,708.10	T
	98	@studio white					
	98	@studio white					

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53	FV43H.WM1548GWTN	@Ovhd Stg Cab, Hinged Doors, Wall Mount, Lam Case/Glass Doors, Finished Case Top, No Lock, 15H 48W	CANVAS OFFICES,104D,12 5U,125B,	6.00	\$860.25	\$5,161.50	T
	98	@studio white					
	98	@studio white					
54	FV43H.WM1560GWTN	@Ovhd Stg Cab, Hinged Doors, Wall Mount, Lam Case/Glass Doors, Finished Case Top, No Lock, 15H 60W	CANVAS OFFICES,132B,	1.00	\$1,131.50	\$1,131.50	T
	98	@studio white					
	98	@studio white					
55	FV43H.WM1572GWTN	@Ovhd Stg Cab, Hinged Doors, Wall Mount, Lam Case/Glass Doors, Finished Case Top, No Lock, 15H 72W	CANVAS OFFICES, 123A	1.00	\$1,258.60	\$1,258.60	T
	98	@studio white					
	98	@studio white					
56	FV696.34	+Stiffener, 33 7/8W	CANVAS OFFICES	3.00	\$21.70	\$65.10	T
57	FV696.43	+Stiffener, 43 1/4W	CANVAS OFFICES	6.00	\$22.32	\$133.92	T
58	FV696.57	+Stiffener, 57 3/8W	CANVAS OFFICES	2.00	\$22.32	\$44.64	T
59	FV696.67	+Stiffener, 66 3/4W	CANVAS OFFICES	2.00	\$22.32	\$44.64	T
60	FV980.WM2372R	+Tackboard,wall mntd,Tckble Fabric,Hzntnl 23H 72W	CANVAS OFFICES,123A	1.00	\$168.33	\$168.33	T
	8T	+crossing-Pr Cat 1					
	19	+crossing shale					
61	FV980.WM2342R	+Tackboard,wall mntd,Tckble Fabric,Hzntnl 23H 42W	CANVAS OFFICES	5.00	\$119.04	\$595.20	T
	8T	+crossing-Pr Cat 1					
	19	+crossing shale					
62	FV980.WM2348R	+Tackboard,wall mntd,Tckble Fabric,Hzntnl 23H 48W	CANVAS OFFICES	7.00	\$130.20	\$911.40	T
	8T	+crossing-Pr Cat 1					
	19	+crossing shale					
63	FV980.WM2360R	+Tackboard,wall mntd,Tckble Fabric,Hzntnl 23H 60W	CANVAS OFFICES, 132B	1.00	\$160.58	\$160.58	T
	8T	+crossing-Pr Cat 1					
	19	+crossing shale					
64	G6160.AB	+Twist LED Task Light,Single unit,Brkt Att	CANVAS OFFICES, 132B, 123A	2.00	\$134.54	\$269.08	T
65	G6160.BB	+Twist LED Task Light,Starter unit,Brkt Att	CANVAS OFFICES	6.00	\$162.13	\$972.78	T
66	G6160.CB	+Twist LED Task Light,Add-on unit,Brkt Att	CANVAS OFFICES	6.00	\$116.56	\$699.36	T
67	G6160.AM	+Twist LED Task Light,Single unit,Magnet Att	CANVAS OFFICES, AO2 STATION	5.00	\$134.54	\$672.70	T
68	LG890.220	+Pedestal Add-On Cushion Top 2H 20D	HM TU STORAGE OFFICES	9.00	\$53.55	\$481.95	T
	8T	+crossing-Pr Cat 1					
	19	+crossing shale					
69	LW100.20BBF	+Ped W-Pull,Freestd 20D B/B/F	HM TU STORAGE OFFICES,104C	1.00	\$212.80	\$212.80	T
	SB	+full-extension ball-bearing					
	XS	+textured paint on smooth steel					
	G1	+graphite					
	KA	+keyed alike					
	1F	+standard height					
	NN	+none					
70	LW100.20BBF	+Ped W-Pull,Freestd 20D B/B/F	HM TU STORAGE OFFICES	8.00	\$216.30	\$1,730.40	T
	SB	+full-extension ball-bearing					
	XS	+textured paint on smooth steel					
	G1	+graphite					
	KD	+keyed differently, black					
	1F	+standard height					
	NN	+none					

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71	LW100.24BBF	+Ped W-Pull,Freestd 24D B/B/F	HM TU STORAGE OFFICES, 104D	1.00	\$217.35	\$217.35	T
	SB	+full-extension ball-bearing					
	XS	+textured paint on smooth steel					
	G1	+graphite					
	KA	+keyed alike					
	2F	+raised height					
	NN	+none					
72	LW110.20BF	+Ped W-Pull,Mobile 20D B/F	HM TU STORAGE OFFICES	9.00	\$190.75	\$1,716.75	T
	SB	+full-extension ball-bearing					
	XS	+textured paint on smooth steel					
	G1	+graphite					
	KD	+keyed differently, black					
	NN	+none					
	HN	+no hand grip					
73	LW200.361	+Lat File,W-Pull Freestd 2 Dwr Raised Hgt 36W	HM TU STORAGE OFFICES, 104D	1.00	\$404.60	\$404.60	T
	XS	+textured paint on smooth steel					
	G1	+graphite					
	KA	+keyed alike					
	CB	+counterweight (recommended)					
	1R	+front-to-back filing rail					
74	LW200.421	+Lat File,W-Pull Freestd 2 Dwr Raised Hgt 42W	HM TU STORAGE OFFICES, 104C	1.00	\$439.95	\$439.95	T
	XS	+textured paint on smooth steel					
	G1	+graphite					
	KA	+keyed alike					
	CB	+counterweight (recommended)					
	1R	+front-to-back filing rail					
75	LW200.421	+Lat File,W-Pull Freestd 2 Dwr Raised Hgt 42W	HM TU STORAGE OFFICES	4.00	\$443.45	\$1,773.80	T
	XS	+textured paint on smooth steel					
	G1	+graphite					
	KD	+keyed differently, black					
	CB	+counterweight (recommended)					
	1R	+front-to-back filing rail					
76	LW200.422	+Lat File,W-Pull Freestd 2 Dwr 42W	HM TU STORAGE WORK STATIONS	2.00	\$443.45	\$886.90	T
	XS	+textured paint on smooth steel					
	G1	+graphite					
	KD	+keyed differently, black					
	CB	+counterweight (recommended)					
	1R	+front-to-back filing rail					
77	WC121P	+Caper Multi-purpose Chair, Flexnet Seat, Fixed Arms	CH-1	10.00	\$440.86	\$4,408.60	T
	MS	+metallic silver					
	BK	+black					
	BB	+2 1/2" hard caster, black yoke, carpet only					
	BK	+black					
	6V	+flexnet-Pr Cat 1					
	01	+flexnet black					
78	WC420N	+Caper Stacking Chair, Flexnet Seat, No Arms	CH-4	22.00	\$199.28	\$4,384.16	T
	MS	+metallic silver					
	BK	+black					
	Y7	+acetal glide, carpet only					
	BK	+black					
	6V	+flexnet-Pr Cat 1					
	01	+flexnet black					
79	Y5010.	+Drw,Pencil 21W 16D	HM TU CUBES	3.00	\$23.46	\$70.38	T
	LU	+soft white					
80	Y5010.	+Drw,Pencil 21W 16D	HM TU OFFICES	5.00	\$23.46	\$117.30	T
	SG	+slate grey					

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81	ET1V58VSWWC2	@Eames Conference Table,Oval,Segmented Base,Veneer Top,Sq Wood Edge,2 Round Cutouts,Over COLUMNS,28-1/2H 54D 120W A2 @white ash 91 @white MS @metallic silver MS @metallic silver G @glides	T-1- CONF	1.00	\$2,261.76	\$2,261.76	T
82	232092- 226	+ Lock Plug and Key,Black UM Series +key number 226	office 104c	2.00	\$3.10	\$6.20	T
83	232092- 227	+ Lock Plug and Key,Black UM Series +key number 227	office 104d	2.00	\$3.10	\$6.20	T
84	SA614079 ! ! ! ! ! ! !	Modesty Panel Standard Product Reference:Y1113.72YL91 Modified Product Reference:Y1113.72YL Deviation:Finish Width:72:72" wide Cable Trough:Y:with added cable trough Surface Material:L:laminated top/thermoplastic edge Finish:98:Studio white		1.00	\$320.16	\$320.16	T
85	ET991.AA10  91	@Round Power Module, 2 Simplex Rcpt, Pwr Cord w/Plug End, 10Ft Cord @white faceplate, white simplex		2.00	\$91.14	\$182.28	T

Total nontaxable	\$0.00
Total taxable	\$94,503.86
Tax	\$7,796.57
<b>TOTAL AMOUNT - USD</b>	<b>\$102,300.43</b>

**TERMS AND CONDITIONS**

This quotation, which includes the preceding portion hereof (collectively, Quotation) is subject to the terms and conditions set forth below, and shall be void unless accepted by the Buyer signing a copy and returning it to Pivot Interiors (Seller) no later than thirty (30) days from the date of the Quotation.

1. Terms: All sales by Seller hereunder are final, and the terms of the Quotation may not be modified without the prior written consent of an authorized representative of Seller. Additional or different terms and conditions proposed by Buyer shall not be binding on Seller without Seller's prior written approval
2. Payment, Deposit, Credit Approval: Products and services shall be invoiced upon delivery. Payment is due net, not later than the date specified in the preceding portion of this Quotation. Unless waived by Seller in writing, Buyer shall deposit with Seller the deposit sum specified above in the preceding portion of this Quotation, which shall be payable concurrently with Seller's receipt of Buyer's written acceptance of the Quotation. All sales and shipments are subject to Buyer's credit approval by Seller. If Buyer's credit information is not available or if its credit is not approved by Pivot, payment by Buyer must be made in full at or before the time of purchase.
3. Proposed Purchase: The products and/or services covered by this Quotation (collectively, Purchase Items) are set forth above in the preceding portion of this Quotation.
4. Price: The total price (Price) for Purchase Items being provided by Seller is set forth above in the preceding portion of this Quotation. Unless otherwise noted, all applicable freight charges are included above in the preceding portion of this Quotation and, if not included therein, freight charges will be quoted and invoiced to Buyer as a separate line item. The Price, if not specified in the preceding portion of this Quotation, does not include applicable taxes, or other items specifically enumerated below.
5. Taxes: All applicable taxes on the Purchase Items will be in addition to the Price, and will be added to invoices and paid by Buyer when the invoice is due, at the rate in effect at time of invoicing. If Buyer claims exemption from taxes, Buyer shall provide Seller with a valid Certificate of Exemption concurrently with Buyer's acceptance of this Quotation.
6. Freight: All freight and related delivery charges applicable to the Purchase Items, unless already stated in the preceding portion of this Quotation, will be in addition to the Price, and will be added to invoices and paid when the invoice is due.
7. Changes, Cancellations, & Returns: Products and services sold to Buyer hereunder are custom designed and/or manufactured. All sales are final. No changes, cancellations or returns are allowed without the prior written approval of Seller and the applicable manufacturer. If changes, cancellations or returns are approved by Seller, all direct and indirect costs and expenses thereof shall be paid by Buyer.
8. Product Storage: If Buyer is unable or unwilling to accept delivery of Purchase Items within 30 days of product receipt at Seller's (and/or Seller's agents) facility, all resulting costs and expenses incurred by Seller and/or its agents, including costs of moving, handling and storage of Purchase Items pending delivery, shall be paid by Buyer. Such Purchase Items shall be invoiced and shall be paid in full by Buyer within thirty (30) days after date of invoice. Provided, however, all moving, handling and storage costs and expenses incurred by Seller and/or its agents shall be paid by Buyer immediately upon receipt of invoice.
9. Title & Security Interest: Title to all Purchase Items shall pass from Seller to Buyer upon delivery and payment in full of the invoiced amounts and all other costs and expenses due under this Quotation. Seller shall have and Buyer hereby grants to Seller a continuing first security interest in all Purchase Items to secure payment of the Price and all invoiced portions thereof, and other obligations of Buyer under this Quotation. All Purchase items shall remain personal property regardless whether affixed to real property. If Buyer shall default in payment under this Quotation, Seller shall have all applicable rights and remedies of a secured party pursuant to the California Commercial Code. Buyer agrees to execute a Security Agreement and related financing documents promptly upon Seller's request.
10. Delay: Due to uncertain factory shipping schedules common to the componentized modular furniture business, no obligation or liability shall be incurred by Seller for failure to deliver Purchase Items by any particular date. Seller shall not be liable for any loss, expense, claim or damage incurred by Buyer or others resulting from any delay or failure in shipment or delivery of Purchase Items caused in whole or in part by delay or default in transportation, labor disputes, inability in obtaining materials or product, natural disasters, acts of God, war or terrorism or any other cause not within the reasonable control of Seller.
11. LIMITATION OF WARRANTIES: SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR AS TO THE SUITABILITY OF ANY PURCHASE ITEMS OR SERVICES FOR ANY PARTICULAR PURPOSE. BUYER'S SOLE WARRANTY AND OTHER RIGHTS HEREUNDER FOR PRODUCT DEFECTS OF ANY KIND SHALL BE THE WARRANTY THAT IS PROVIDED BY THE MANUFACTURERS OF SUCH PRODUCTS. MOST MANUFACTURERS WARRANT THEIR PRODUCTS TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF AT LEAST ONE (1) YEAR FROM DATE OF DELIVERY, AND BUYER SHALL HAVE THE BENEFIT OF ANY SUCH MANUFACTURER WARRANTIES. SELLER AGREES TO SERVE AS FACILITATOR OF ANY CLAIMS MADE BY BUYER AGAINST MANUFACTURERS, BUT SELLER SHALL HAVE NO LIABILITY WHATSOEVER WITH REGARD TO ANY SUCH FACILITATION EFFORT. ANY CLAIM AGAINST A MANUFACTURER'S WARRANTY MUST BE MADE TO THE MANUFACTURER PROMPTLY UPON DISCOVERY OF A DEFECT. BUYER'S SOLE REMEDY FOR DEFECTIVE INSTALLATION PERFORMED BY SELLER SHALL BE TO REPAIR OR REPLACE, AT SELLER'S SOLE OPTION, THE SAME WITHIN THE FIRST YEAR IMMEDIATELY FOLLOWING DELIVERY. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. NO OTHER WARRANTIES OF ANY KIND ARE EXPRESSED OR IMPLIED, AND BUYER HEREBY DISCLAIMS ANY AND ALL RIGHTS THERETO. IN ADDITION, PRODUCT WARRANTIES MAY BE INVALIDATED ON NON-COMMERCIAL ITEMS (RESIDENTIAL OR RETAIL SOURCED) USED IN COMMERCIAL SETTINGS (INCLUDING WITHOUT LIMITATION OFFICES AND HOSPITALS). SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR AS TO THE SUITABILITY OF ANY PURCHASE ITEMS OR SERVICES FOR ANY PARTICULAR PURPOSE. THE SOLE WARRANTY OBLIGATION OF SELLER TO BUYER SHALL BE EXPRESSLY LIMITED TO THE WARRANTY SET FORTH IN THIS PARAGRAPH 11 ALONE.
12. LIMITATION OF DAMAGES: EACH PARTY'S TOTAL LIABILITY FOR DAMAGES OR CLAIMS ARISING OUT OF OR RELATING TO THIS QUOTATION SHALL NOT EXCEED THE AGGREGATE FEES PAID OR PAYABLE BY BUYER TO SELLER UNDER THIS QUOTATION UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE IN ANY WAY FOR SPECIAL, INDIVIDUAL, CONSEQUENTIAL, OR NON-DIRECT DAMAGES ARISING IN ANY WAY OUT OF THIS QUOTATION, HOWEVER CAUSED, WHETHER ARISING OUT OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, OR LOSS OF TIME, INCONVENIENCE OR COMMERCIAL COSTS. THE LIMITATIONS OF LIABILITY SET FORTH HEREIN SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY OF THE LIMITED REMEDIES SET FORTH HEREIN.
13. Finance Charges: A finance charge of 1.5% per month (ANNUAL PERCENTAGE RATE OF 18.0% PER ANNUM) will be charged on all past due accounts. In the event any action, suit or other proceeding is required to collect amounts owing to SELLER under this QUOTATION, Buyer shall reimburse all costs and expenses incurred therein by SELLER, including reasonable attorney's fee and costs.
14. Delivery and Installation Conditions: Buyer shall have the following obligations, which Buyer shall cause to occur at its sole cost and expense:
  - a. Job Site: Job Site, including all passageways, corridors and the areas designated for installation, shall be clean, free and clear of personnel, existing furnishings, construction materials or debris or any other obstruction.
  - b. Access: Doorways, openings and elevators shall be sufficient to allow delivery of Purchase Items without necessity of dismantling.
  - c. Utilities/Services Electricity, heat, lighting, elevator or hoisting services shall be furnished by Buyer without cost to Seller. Parking and adequate facilities for off-loading, staging, moving and handling of Purchase Items shall be provided by Buyer.
  - d. Hours of Delivery Job Site shall be open and available for delivery and installation of Purchase Items during Seller's normal business hours, Monday - Friday, 8:00 a.m. - 5:00 pm. Labor costs of Seller resulting from overtime work shall be invoiced to and fully paid by Buyer.
  - e. Shipping: Buyer accepts responsibility to inspect Purchase Items shipped directly by manufacturer to Buyer, to note on bills of lading of any damage, and to notify carrier of such damage within 24 hours of delivery. Any such damage shall not excuse or delay payment by Buyer of Seller's invoices.
  - f. Damage: After Delivery Any loss of or damage to product after delivery to Buyer, whether due to weather, fire, elements, other trades or other causes, shall be the sole responsibility of Buyer. Buyer shall hold Seller harmless from any such loss or damage.
15. Termination: This Quotation may be terminated by either party upon its issuance of written notice to the other party of its breach of the terms of the Quotation, which breach is not cured within fifteen (15) days of such notice. A termination by Seller of Buyer for breach will not relieve Buyer of its payment obligations to Seller existing at the time of such termination, and such sums shall become immediately due and payable. A termination by Seller of Buyer for breach shall not be the exclusive remedy of Seller, and Buyer shall be obligated to reimburse Seller in full for all costs Seller incurs in connection with cancellation of any orders which have not yet been shipped or any services which have not yet been rendered.
16. Authorization: Buyer represents and warrants that the person signing below on behalf of Buyer possesses full and proper authorization to enter into this Quotation, and acknowledges that the Quotation is legally binding agreement as to Buyer.
17. Governing Law: This Quotation shall be governed by the laws of the State of California (without regard to any conflict of laws provision). Any legal action regarding the enforcement or construction of the terms of this Quotation shall be determined solely and exclusively in the venue of the United States Federal Court or the Superior Court of the State of California, in the city of San Jose and the County of Santa Clara.
18. Entire Agreement: This Quotation contains the complete and exclusive agreement and understanding between the parties concerning the subject matter of this Quotation, and supersedes all prior and contemporaneous proposals, agreements, understandings, negotiations, representations, warranties, conditions, and communications, oral or written, between the parties relating to the same subject matter. The terms and conditions of this Quotation will prevail and control in the event of any different, conflicting or additional terms and conditions that may appear on any purchase order, acknowledgement, invoice or other writing issued by either party in connection with this Quotation. The express terms of this Quotation shall supersede and control over any course of performance, course of dealing, or usage of the trade inconsistent with any of the terms of this Quotation. No amendment or modification of this Quotation shall be effective unless it is made in writing, and is signed by an authorized representative of Seller and Buyer.
19. Confidentiality: Buyer agrees, except upon the prior written consent of Seller, that it will keep and maintain in strict confidence the existence and contents of this Quotation, for a period of one (1)



# Quotation

SAQT-000013364



year from date hereof.

20. General:

- a. Assignment: Neither this Quotation nor any portion thereof, nor any right or interest therein, shall be assignable or transferable by Buyer without the express written consent of Seller, and any attempted assignment or transfer by Buyer which is lacking such consent shall be void and of no effect whatsoever.
- b. Attorneys' Fees: In the event of any legal action brought by a party to enforce or construe this Quotation or any of the provisions thereof, the party prevailing in such action shall be entitled, in addition to other relief, to recover its reasonable attorneys' fees and costs incurred therein.
- c. Attorneys' Fees: Storage Services In the event that all or any portion of this Quotation pertains to Seller's providing to Buyer storage services relating to any items of property owned by Buyer, the following terms shall apply (i) SELLER MAKES NO WARRANTY WHATSOEVER, WHETHER EXPRESS, IMPLIED OR OTHERWISE, RESPECTING THE CONDITIONS APPLICABLE TO THE STORAGE FACILITIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY RESPECTING THE SAFETY OF SUCH FACILITIES FROM FIRE, EARTHQUAKE, WAR, TERRORISM OR INSURRECTION, OR ANY OTHER RISKS, INCLUDING WITHOUT LIMITATION BURGLARY, ROBBERY OR THEFT; (ii) Buyer shall indemnify Seller from and hold Seller free and harmless from any claim or demand by any party against Seller, including attorneys' fees and costs, respecting any of Buyer's property items being stored by Seller; (iii) Seller shall at all times have, in addition to any other liens provided for herein, a lien and security interest against all items stored by Buyer with Seller from time to time hereunder, to secure the obligations of Buyer for all storage fees and related charges and other claims arising hereunder; and (iv) Seller shall have, without limiting its other rights and remedies, all the rights and benefits provided under the California Commercial Code and any other laws, in California or elsewhere, applicable to warehousemen and warehouse owners and operators. The signature of the Buyer below shall signify its agreement to the terms and conditions of this Quotation.

Total nontaxable	\$0.00
Total taxable	\$94,503.86
Tax	\$7,796.57
<b>TOTAL AMOUNT - USD</b>	<b>\$102,300.43</b>

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Signature:

Title:

Date:

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**Print name**