

OPEN PLAN SYSTEMS

TERMS & CONDITIONS | EFFECTIVE MAY 8, 2020



OPS STANDARD TERMS (these terms are listed on each sales order)

- 1. Order Approval Process:** Prior to orders \$2,500 or over being entered into production status, OPS requires a customer signature or e-mail authorization, approving the order acknowledgement. **7 Day Program policy:** Once the order is placed, revisions and cancellations are not applicable. Order will be auto-approved for production.
- 2. Deposits:** Customers must be in good credit standing and deposits received as due. Deposits are due within 7 days of order, deposits not received within 7 days prior to scheduled ship date are not released for shipping.
- 3. Storage Fees:** Customer orders stored 30 days beyond the ship date are subject to a storage charge of 5% per month. Storage fees are not prorated.
- 4. Cancellation Policy:** Orders are final and binding however: **(a)** Orders cancelled within 2 business days of approval may be cancelled at no charge. **(b)** Orders cancelled after 2 business days, but prior to 7 business days of the ship date, are subject to a 15% fee of order value for restocking of fabrics, raw goods and pre manufacturing expense. **(c)** Orders cancelled once order has entered production status, or up to 7 days prior to ship date, are subject to 25% fee of order value on pedestals, connectors and other non-manufactured items. Manufactured items including panels, upholstered items and work surfaces are not subject to cancellation.
- 5. Return Policy:** Products returned within 30 days after ship / pick up date are subject to restocking charges of 50% on non-manufactured as described in section 4(c). Product must be in original cartons, and manufactured items as described in section 4(c) are not subject to fees. Transportation charges of 10%, to include both shipping and returning will also be deducted on non-customer pick up shipments. After 30 days from ship / pick up date, product may not be returned for credit.

*Terms: Net 30 days to qualified accounts.

ORDER CANCELLATION & SHIP DELAYS

Orders that are scheduled for shipping within 7 business days, have jobs created, product ordered including fabrics, and product pulled to complete the job or product produced:

- Orders cancelled will have standard cancellation fees applied as per our standard terms.
- Orders not cancelled will be completed according to the flow of product in production.
- Per standard terms, we can store product up to **30 days** assuming dealer is in good standing and any **required deposits are paid.**
- Per standard terms we can store product up to **60 days** if the product is paid in full prior to the scheduled ship date.

Orders requested to extend out or delay with ship dates greater than 7 business days:

- Ship dates can be delayed up to 4 additional weeks without charges but a 50% deposit is required.
- We do not have an order hold status, orders will need to comply to above or be cancelled with normal cancellation terms applying.

Orders shipped and no one is able to accept shipment:

- **Unless directed otherwise** orders are shipped as scheduled. In the event the product is not able to be received and the product is returned to OPS, freight charges will be added as charged to OPS. Storage fees at OPS will be applied as outlined in our terms.
- Product must be reshipped within 60 days once scheduled by the dealer. Product will have already been labeled as shipped and billed for in our system and **payment will be due as per the terms.**

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TERMS & CONDITIONS (cont.)



DEPOSITS & SHIPPING POLICIES

- **Deposits are required under the following conditions:**
 - Sales orders over \$2,500
 - Dealers with sales less than \$250,000 annually and are not gold status
 - The customer has historically had payment issues

- **Deposits are not required and Net 30 Terms are granted for:**
 - **7 Day Program** orders, but the customer must be current
 - Gold dealers that have achieved \$250K in the current or preceding calendar year and payments have been on time
 - Government or fortune 1000 companies where dealers are unable to obtain a deposit. A copy of the PO will be required for the deposit waiver

- **Customer deposit terms are:**
 - 5N30 – 50% deposit, net 30
 - PBS – Payment in full before shipping

- Customer deposits on sales orders are due within 1 week of the sales order, but no later than 72 hours prior to the Sales Order Ship Date

- The Accounts Receivable Department must receive the customer's deposit payment for a sales order within 72 hours of the Sales Order Ship Date. Otherwise, the order will not be released for shipping.
 - If a shipment must be rescheduled as a result of not receiving a deposit in a timely manner:
 - Shipment will be scheduled for the next date assigned to that ship lane, minimum 48 hours in advance required.
 - Shipments required prior to the next ship lane schedule will be charged a 3% fee if unable to ship on a dedicated truck.
 - Fee is not charged for FedEx, UPS partials