

# TERMS AND CONDITIONS

## Drawings and Floorplans

It is necessary that accurate room dimensions and features are provided to Watson for space planning and installation. Watson commits to providing product symbols that are correct in size. It is the responsibility of the customer to verify the room dimensions and features provided to Watson are accurate prior to submitting a purchase order.

All purchase orders must be accompanied by the signed drawing and quote that has been approved for manufacture. Watson quotes are valid 90 days from the date of issue.

## Purchase Orders and Order Acknowledgments

Purchase orders should be submitted via email to:

**orders@watsonfg.com**

All purchase orders must include the following information:

- Sold-to information including billing address and contact name with email and phone number
- Ship-to information including installation address and contact name with email and phone number
- Purchase order number
- Order total
- Final finish selections
- Requested delivery / installation date

Any omission may result in the delay of processing the order. All quotations, acknowledgments, and invoices are subject to corrections for errors or omissions.

All orders and subsequent change orders must be in writing. Watson will issue a written acknowledgment that includes estimated ship and arrival dates. All orders must ship within one year of submittal. Customers should verify the acknowledgment for accuracy. The acknowledgment is the final agreement between Watson and the customer.

## Order Cancellations and Changes

Acknowledged orders may not be changed or canceled, in whole or in part, without prior written consent of Watson.

Orders for which production has started may not be canceled. Orders that include non-standard products and non-standard finishes may not be canceled. In the event of cancellations prior to the start of production, for standard products, the customer will be liable for cancellation charges of 25% of the order total.

Any approved order changes will require the customer to sign off on the drawing and quote reflecting the requested change(s). Order changes may affect delivery dates. Expenses incurred because of order changes will be charged to the customer.

## Taxes

All sales, use, excise, and other applicable taxes are the purchaser's responsibility and will be invoiced to the purchaser. If purchaser claims an exemption from such taxes, it shall be the purchaser's responsibility to furnish an appropriate exemption certificate at the time the order is placed.

## Payment Terms

Orders are invoiced at time of shipment. When credit is extended, standard terms are Net 30 unless otherwise stipulated in contractual agreements.

Past due accounts will be charged the lesser of 1-1/2% per month or the highest rate permitted by law plus all collection costs, including reasonable attorney's fees and expenses.

Credit card payments are accepted up to \$5,000. Payments above that amount can be made by check or ACH.

## Freight

Freight will be quoted on a per project basis considering destination location, order size and weight as well as the current freight market. Watson Console freight terms are FOB destination to all 50 US states.

Charges incurred by Watson complying with non-standard shipment requests such as inside delivery, expediting, redelivery, weekend delivery, unpacking, straight trucks, specific driver requests or temporary holding will be invoiced to the purchaser.

## Freight Claim

We'll file the freight claim on your behalf. But to do that – we'll need your help.

**FREIGHT DAMAGE:** It is the customer's responsibility to examine products upon receipt, note the damage or shortage on the bill of lading, and to notify Watson within 24 hours of delivery. Failure to provide notice within 24 hours constitutes acceptance of the product.

**CONCEALED DAMAGE:** Claims must be made by the customer in writing and with photographs within five (5) business days after delivery. Failure by the customer to make any concealed damage claim within five (5) business days constitutes acceptance of the product and a waiver of any apparent damages.

## Storage

We understand that projects sometimes face unforeseen delays. If the request to move an order out is received more than 25 business days prior to the acknowledged ship date, we can likely accommodate that request without additional cost. If the request to move an order out is received less than 25 business days prior to the acknowledged ship date, customers may opt to contract storage with Watson for up to 30 days post-ship date. Watson charges a storage fee of \$1 per day per \$1,000 of the total order invoice. The minimum storage fee is \$250. When storage occurs, we will consider that the product has been delivered to the customer for all purposes, and invoicing will occur. Costs for storage will be subsequently invoiced to the customer. Please note that we can accept only ONE request to move out the order ship date. Any additional requests for a delay in shipping will be managed via our storage policy terms.

## Force Majeure

Watson shall not be liable for any loss, damage, or delay resulting from forces beyond its reasonable control including fire, flood, strike or other labor difficulty, act of God, or due to any cause beyond its reasonable control. In the event of any such delay, delivery will be postponed by such length of time as may be reasonably necessary to accommodate for the delay.