

Terms & Conditions

TERMS

Nova Solutions' (Nova) standard terms are net 30 days with approved credit. All prices are in U.S. Dollars. Prices herein are list prices effective with the date printed on the cover and supersede all other published price lists. Nova reserves the right to change prices without prior notice.

SELLING INFORMATION

Distribution of this price list does not in itself constitute an offer to sell. Offers can be received only from authorized Nova dealers.

PRICES

All prices listed are suggested retail prices, F.O.B. point of shipment, freight allowed (included in list prices) when shipping within the continental United States. Orders are accepted subject to prices and taxes prevailing at the time of shipment. Prices and taxes are subject to change without notice. If shipping date requested is more than 90 days from date of order, Nova shall have the right to use the published list prices effective at time of shipment.

ORDER PLACEMENT

Nova requires that all orders be in writing and accompanied by a layout/drawing. This is to insure that orders are complete, avoid errors, and avoid duplication. Please order products by model numbers specified to avoid any possible error. Telephone orders will not be processed for production without proper written confirmation. Nova cannot be held responsible for errors, omissions, and order duplication due to non-compliance with this procedure.

ORDERING INFORMATION

Mail, fax or e-mail all orders to:

Nova Solutions, Inc.
421 W. Industrial Avenue
P.O. Box 725
Effingham, Illinois 62401
Phone: 217-342-7070
Phone: 800-730-6682
Fax: 217-342-7006
Fax: 800-940-6682
E-mail: orders@novasolutionsinc.com

For prompt delivery, all orders must include:

- 1) Purchase order number
- 2) Attached layout/drawing
- 3) Billing address
- 4) Ship-to information and e-mail address
- 5) Special handling instructions
- 6) Complete model and finish number
- 7) Correct pricing

ORDER ACKNOWLEDGMENT

Please notify Nova immediately of any discrepancies in your order acknowledgement. The customer assumes all responsibility for order accuracy. Nova does not assume responsibility for errors caused by miscommunications from the customer. Orders are accepted only by issuance of Nova's formal acknowledgement. Orders are subject to the terms and conditions set forth herein, notwithstanding any variance in terms and conditions set forth on buyer's order forms. The order acknowledgement is the final confirmation of the agreement between the customer and Nova and supersedes all prior oral and written statements regarding the order. Once the order confirmation has been sent, only Nova approved and signed modifications will supercede the original confirmation.

QUOTATIONS

Quotations are valid for a period of ninety (90) days.

CHANGES

Nova reserves the right to make changes in design, specifications, construction, pricing or to discontinue products without prior notice. Prices shown in price book have priority over electronic catalog contents. Dimensions are approximate and are within normal industry standards.

ORDER CHANGES

Upon acknowledgement of an order, Nova may not be able to accept a change order. Nova will not accept changes on specials or customer items once production begins. Every attempt to make the requested change will be made and the following conditions apply:

- 1) Requested changes must be submitted in writing
- 2) Additional charges for materials, labor, and administrative costs may be charged
- 3) Completion dates may be rescheduled as required based on changes

ORDER CANCELLATIONS

Order cancellations must be requested in writing no later than 48 hours after receipt of original order and are subject to approval of Nova Solutions, Inc. Cancellations cannot be accepted otherwise. No cancellations accepted on Quick Ship orders

STORAGE

Orders in which shipment is delayed by the customer beyond 30 days after acknowledged shipping date are subject to a 3% weekly storage fee. Such transfer to storage will be deemed delivery to purchaser for all purposes including invoicing and payment.

SHIPPING INFORMATION

Freight

All shipments are Free On Board (F.O.B.) point of shipment, freight prepaid and allowed (included in list prices) when shipping within the continental United States. Please contact Customer Support for shipments to Alaska, Hawaii, and international. Nova reserves the right to select the most appropriate carrier and routing on all shipments.

Nova's product pricing is based on standard delivery between normal business hours Monday through Friday, excluding weekends and holidays. Any charge arising from failure to accept a shipment, rerouting while in transit, or carrier storage charges are not included in prices shown and will be billed to "Sold To" account number on the order. Detention charges will be incurred for untimely off-loading of product or other time delays incurred.

Any orders under list pricing shown below or requiring Special Delivery Services will incur additional charges. All such requirements must be noted on the purchase order. Examples of such services include:

Handling Fee (all non-UPSable shipped orders): All orders under \$8,000 list will incur \$100 handling fee

Multiple site deliveries: \$75 per order and location drop charge

Non-Standard Detention Time: \$75 per hour after two hours for each delivery location

Delivery Time (outside normal delivery hours): Contact Customer Support for charges and availability

Carriage

Nova reserves the right to choose the best method of delivery. All furniture is carefully inspected and securely packed before shipment. The carrier will only accept packages in good condition and agrees to deliver it in the same condition. Nova relinquishes all responsibility for goods shipped upon a signed receiving document from the carrier. It is the customer's responsibility to inspect merchandise immediately upon receipt.

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SHIPPING INFORMATION (continued)

Loss, Damage or Delay

Nova shall not be liable for loss, damage, or delay resulting from causes beyond its reasonable control, including but not limited to fire, strike, inclement weather, accidents, or delay in transportation. In the event of a delay, due to any such cause, the delivery date will be postponed.

Shortages

If the shipment is not delivered in accordance with the quantity of cartons and packages shown on the Bill of Lading and/or Freight Bill, do not accept it until such shortages are noted on both documents.

FREIGHT CLAIMS

The merchandise is carefully packed and thoroughly inspected before shipment. The carrier upon acceptance of the shipment assumes responsibility for its safe delivery. Claims for loss or damage sustained in transit must therefore, be made upon the carrier as follows:

Concealed Loss or Damage

Concealed loss or damage means loss or damage that does not become apparent until the merchandise has been unpacked. The contents may be damaged in transit due to rough handling even though the carton may not show external damage. When damage is discovered upon unpacking, make a written request for inspection by the carrier's agent within 7 days of the delivery date. Then file a claim with the carrier since such damage is the carrier's responsibility.

Visible Damage or Shortage

Any external evidence of damage or shortage must be noted on the freight bill or express receipts and signed by the carrier's agent. Failure to adequately describe such external evidence of damage or shortage may result in the carrier refusing to honor a damage claim. The carrier will supply the form required to file such a claim. **All cartons and packaging must be kept with the merchandise at the delivered location. Failure to do so constitutes acceptance and a waiver of any such claim.**

RETURNS

Nova will not accept the return of any merchandise without a Returned Material Authorization (RMA). Special order items may not be returned for credit. No returns will be allowed after sixty (60) days from the ship date. If merchandise is approved for return, a restocking fee will be applied. Upon receipt, all returned merchandise will be thoroughly inspected, and any discrepancies will result in an adjustment to the amount of credit issued.

LIMITED LIFETIME WARRANTY

Nova Solutions warrants that its products are free from defects in materials and workmanship given normal use and care for the lifetime of service; proof of delivery being the only official document accepted by Nova for any claim. In the event that a product is used more than normal use, the applicable warranty period may be reduced.

This warranty is made by Nova Solutions to the original customer for as long as the original customer owns and uses the product. Nova Solutions' warranty is only valid if the products are given normal and proper use, and installed in accordance with Nova Solutions' installation and/or application guidelines, and installed by an authorized Nova Solutions' dealer or agent. Nova Solutions assumes no responsibility for repairs to products sustaining damages resulting from end-user modifications, attachments to a product, misuse, abuse, alteration, or negligence.

This warranty is subject to the limitations, exclusions, and other provisions provided below:

- Twenty-five years: Thermofused laminate
- Twenty years: Drawer slides
- Ten years: Locks
- Five years: Downview technology with flat panel monitor or CRT, Flat Panel Display Security Arm, high pressure laminate, castors, fabrics, metal frame doors, electrical components, PVC extrusions, adjustable surface mechanisms, and accessories.
- Five years: The Trolley H-Class with Intelligent Motion Technology: first and second year of warranty for parts and labor; third, fourth and fifth year limited parts warranty. Variation in finishes is characteristic, in terms of color & texture, and does not constitute a defect.

As your manufacturer, we stand behind our quality products and will do everything possible to resolve any problems that might arise within the terms of this warranty.

For more information, or to file a warranty claim, please contact Nova Solutions' Customer Support at 800-730-6682.

GOVERNING LAWS

This contract shall be construed and governed in accordance with the laws and regulations of the state of Illinois.