

SMARTdesks, Inc. Terms and Conditions of Sale — General

Terms:

Standard terms - net 30 days on all approved accounts. Printed price lists are always superceded by the SMARTdesks, Inc. Master Price List published online at www.smartdesksinc.com. SMARTdesks, Inc. reserves the right to change prices without prior notification. Prices in our price list are list prices and subject to change without prior notice. Clerical and typographical errors are subject to correction.

SMARTdesks, Inc. Credit & Open Accounts:

No shipment will be made on any open account basis until SMARTdesks, Inc receives a completed credit application form and an IRS Form 1099 (available online at www.smartdesksinc.com). New customer and custom orders generally require a deposit before processing. Lead time begins once credit is approved and acknowledgement accepted.

Past Due Accounts:

Past due accounts will be charged a service fee of 2% per month (24% annually). When account becomes past due, SMARTdesks, Inc. reserves the right to suspend open account status until account is paid in full.

Ordering Information:

Ordering may be initiated with SMARTdesks, Inc. via:

Internet – www.smartdesksinc.com

Email – sales@smartdesksinc.com

Postal service – 10717 Faulkner Ridge Circle, Columbia, MD 21044

Fax – 410-730-7765

Telephone – 410-730-9047

SMARTdesks, Inc. Dealers:

Orders may be placed with any authorized SMARTdesks, Inc. dealer. SMARTdesks™ products are openly traded and dealer projects are protected. New dealers are advised to register projects as soon as possible to avoid any conflict with our direct sales policy. Contact VP Sales, SMARTdesks, Inc. via email (admin@smartdesksinc.com) for additional information concerning project and customer registration.

Orders Must Contain:

Purchase order number, billing address, ship-to information, special shipping and receiving instructions and complete model and color specifications. All orders must be in writing by mail, fax or on company letterhead or SMARTdesks, Inc. quotation signed by an authorized legal agent of the institution or corporation. Verbal orders will not be accepted without written confirmation.

Acknowledgements:

All orders will be acknowledged as soon as possible. The customer assumes all responsibility for order accuracy. SMARTdesks, Inc. does not assume responsibility for errors that are the result of miscommunication. To advise us of acknowledgement errors, please contact customer service immediately at 410-730-9047 or via email at (service@smartdesksinc.com). Email confirmation is considered satisfactory to meet this requirement. Lack of contact assumes the accuracy of your order. Changes must be by mutual written agreement and are subject to additional charges and extended lead times. The order acknowledgement is the final order confirmation between the customer and SMARTdesks, Inc. and supercedes all prior oral and written statements regarding the order.

Changes and Cancellations:

Changes to orders must be by mutual written agreement. Orders are not subject to change or cancellation without approval by SMARTdesks, Inc. Email confirmation is considered satisfactory to meet this requirement. Order revisions and cancellations may be subject to additional charges, which will be assessed at time of work stoppage. Any change orders, once approved, must be submitted in writing. Email confirmation is considered satisfactory to meet this requirement. Additional charges for materials, labor or administration may be charged. The completion date will be rescheduled, required by the delay that the changes may cause.

Shipping and Handling:

SMARTdesks™ products are shipped Free On Board (F.O.B.) Factory via contract carriers and become the property of the user upon leaving our dock. Charges or any fees, which arise from the failure to meet shipment, rerouting in transit, non-commercial delivery or carrier storage charges, are the responsibility of the customer. Customer pick-ups are handled on a scheduled appearance basis. Freight and Crating charges will be quoted on our order acknowledgement and are added to net merchandise cost.

Storage:

Once in production, orders are subject to a storage charge of \$10.00 per crate or pallet per day if delayed by the customer more than 4 weeks.

Returns:

Returns are not accepted for any reason without prior written approval. A Return Authorization Number (RMA #) will be issued on a per job basis. Customer pays return freight cost and is liable for freight damage. A restocking charge may apply.

Damaged Goods and Freight Claims:

All products are carefully packaged before shipment. The carrier assumes responsibility for safe delivery. When goods reach the buyer's destination the merchandise must be immediately inspected. If the shipment arrives short or with possible signs of freight abuse PLEASE NOTE IT IMMEDIATELY on the bill of lading. In the event of concealed damage, NOTIFY THE CARRIER WITHIN 15 DAYS OF RECEIPT and request immediate inspection. Call SMARTdesks, Inc. customer service at 410-730-5354 to expedite inspection. Your failure to comply with this rule will void your recourse with the carrier. Failure to report concealed damage within 15 days after the delivery of goods indicates customer acceptance and constitutes a waiver on all freight damage claims.

Repair Charges:

Charges for repair require pre-authorization in writing from SMARTdesks, Inc. Customer Service. Contact by email at service@smartdesksinc.com.

Special Orders:

Custom or special orders deviating from our standard catalog line items are considered "Custom" orders. All Custom orders are priced on an individual basis by SMARTdesks, Inc. Cancellation is not permitted on special order items. Full or partial payment on such orders may be required before shipment.

Product Specifications:

Dimensions given are approximate within normal industry tolerances. SMARTdesks, Inc. reserves the right to make changes in design, specifications and construction or discontinue products without prior notice.