

# Kimball Hospitality Terms and Conditions

The lead time calculation begins upon receipt of the following: Signed Purchase Order, Deposit (per payment terms) & Final Approval of Design Drawings, Finishes and Specifications.

Pricing that is based on a product mix and/ or stated room count is subject to change if quantities are reduced or line items are removed.

Purchased orders in the amount of \$5,000 or less require payment in full at the time purchase order is placed.

Terms of sale are subject to change prior to shipment. Sales tax is due on the sale of items in the tax jurisdiction of the original delivery, storage, or use.

The pricing submitted is subject to increase based on events beyond the seller's control including, but not limited to, acts of God and other events resulting in additional unexpected costs to seller, e.g., tariffs, duties, shipping/ fuel fluctuations, material shortages, etc.

Unexpected delays may occur at any stage of the process due to a wide array of factors, including but not limited to, manufacturing delays for reasons beyond the control of Kimball Hospitality, the lack of availability of raw materials or component parts, or logistical process delays. In addition, orders can be delayed by other restrictions, including port access limitations or local rules and regulations.

Kimball Hospitality reserves the right to adjust pricing, including after the proposal has been accepted, based on any of these market conditions that arise for reasons beyond its reasonable control. Kimball Hospitality reserves the right to pass on such costs due to market conditions, including logistical/ transportation costs.

In the event that payment is not received prior to arrival of shipment at U.S. Port, Kimball Hospitality will store the shipment and customer will be responsible for all additional costs associated with transportation, logistics, and storage of shipment, plus an administrative fee of 5% of the additional costs.

Orders delayed by the Buyer more than 30 days from approx. ship date are subject to warehouse fees.

By accepting Kimball Hospitality's Terms and Conditions, you agree that Kimball Hospitality will not be liable for any loss, including in consequential, incidental, punitive, or other special damages, resulting in Kimball Hospitality's delay or failure to meet projected timelines.

Kimball Hospitality cannot be responsible for loss or damage after we take carrier's receipt. If goods arrive in damaged condition, mark you receipt accordingly and thereby have recourse on the transportation company. All freight claims, visible and concealed, must be reported within 15 days of delivery of product.

**BUYER'S REMEDY IS LIMITED TO REPAIR OR REPLACEMENT AT KIMBALL'S OPTION. ALL WARRANTIES, EXPRESS AND IMPLIED, EXCEPT FOR THOSE SET FORTH ON <https://www.kimballhospitality.com/Resources/hospitality-warranties>, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED. SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOST PROFITS ARISING FROM PRODUCT DEFECTS, DELIVERY DELAYS OR OTHER BREACH BY SELLER.**