



July 18, 2022

Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601

RE: National Cooperative Purchasing Alliance RFP #24-22

To whom it may concern,

Thank you for the opportunity to allow Davis Furniture to participate in the NCPA Supplemental Furniture RFP# 24-22. Included in the response to this proposal are the following items:

- Tab 1: Signature Form
- Tab 2: NCPA Administration Agreement
- Tab 3: Vendor Questionnaire
- Tab 4: Vendor Profile
- Tab 5: Products and Services/Scope
- Tab 6: References
- Tab 7: Pricing
- Tab 8: Value Added Products and Services
- Tab 9: Required Documents

We look forward to continuing our partnership as a valued manufacturer in the NCPA program.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Rosner".

Jeffrey Rosner
Vice President of Sales
Davis Furniture Industries, Inc.
2401 College Dr.
High Point, NC 27260
336-888-6524
jrosner@davisfurniture.com

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to five (5) additional one-year terms or any combination of time equally not more than 5 years if agreed to by Region 14 ESC and the vendor.

- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
 - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - Proposal should address the following warranty information:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
 - Products
 - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
 - Construction
 - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.
- ◆ Safety
 - Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

- ◆ Permits
 - Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- ◆ Supplemental Agreements
 - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.
- ◆ Certificates of Insurance
 - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- ◆ Legal Obligations
 - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- ◆ Protest
 - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Termination

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition,

the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms or any combination of time equally not more than 5 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Price Increases
 - Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.
- ◆ Products and Services Additions
 - New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities

- While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$150 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.
- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

◆ Past Performance

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

- ◆ References and Experience (15 points)
 - A minimum of ten (10) public sector references for product and/or services of similar scope dating within past 3 years
 - Respondent Reputation in marketplace
 - Past Experience working with public sector.
 - Exhibited understanding of cooperative purchasing

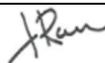
- ◆ Value Added Products/Services Description, (10 points)
 - Additional Products/Services related to the scope of RFP
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

- ◆ Innovation (10 points)
 - Past Innovation, how it affected sales
 - Future Innovation in the pipeline

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	<u>Davis Furniture Industries, Inc.</u>
Address	<u>2400 College Drive</u>
City/State/Zip	<u>High Point, NC 27261</u>
Telephone No.	<u>(336) 889-2009</u>
Fax No.	<u>(336) 889-0031</u>
Email address	<u>jrosner@davisfurniture.com</u>
Printed name	<u>Jeffrey Rosner</u>
Position with company	<u>VP of Sales</u>
Authorized signature	<u></u>

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of September 1, 2022, by and between National Cooperative Purchasing Alliance (“NCPA”) and Davis Furniture Industries, Inc. (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2022, referenced as Contract Number 07-84, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Furniture;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Vendor:

Davis Furniture Industries, Inc.

Name: Matthew Mackel

Name: Jeffrey Rosner

Title: Director, Business Development

Title: VP of Sales

Address: PO Box 701273

Address: 2400 College Drive

Houston, TX 77270

High Point, NC 27260

Signature: 

Signature: 

Date: September 1, 2022

Date: July 18, 2022

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

American Samoa

Northern Marina Islands

Federated States of Micronesia

Puerto Rico

Guam

U.S. Virgin Islands

Midway Islands

◆ **Minority** **and Women**

Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

- **Minority / Women Business Enterprise**

- Respondent Certifies that this firm is a M/WBE

- **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB

◆ **Residency**

- Responding Company's principal place of business is in the city of High Point, State of NC

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

A publically held corporation; therefore, this reporting requirement is not applicable.

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony

- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

Manufacturer Direct Certified education/government reseller

Authorized Distributor Manufacturer marketing through reseller

Value-added reseller Other: _____

◆ **Processing Information**

- Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

Contact Person: Charles Kennedy

Title: VP of Manufacturing

Company: Davis Furniture Industries, Inc.

Address: 2400 College Drive

City: High Point State: NC Zip: 27260

Phone: (336) 888-6566 Email: ckennedy@davisfurniture.com

- Purchase Orders

Contact Person: Tina Mitchell

Title: Customer Service Representative

Company: Davis Furniture Industries, Inc.

Address: 2400 College Drive

City: High Point State: NC Zip: 27260

Phone: (336) 888-6538 Email: orders@davisfurniture.com

- Sales and Marketing

Contact Person: Jeffrey Rosner

Title: VP of Sales

Company: Davis Furniture Industries, Inc.

Address: 2400 College Drive

City: High Point State: NC Zip: 27260

Phone: (336) 888-6524 Email: jrosner@davisfurniture.com

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

Yes No

- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes No

Tab 4 – Vendor Profile

Please provide the following information about your company:

◆ **Company's official registered name.**

Davis Furniture Industries, Inc.

◆ **Brief history of your company, including the year it was established.**

The Davis Furniture story reflects the "spirit of enterprise" so common in the early development of the furniture industry in High Point, North Carolina. During World War II, John Turner Davis, Sr. recognized what many enterprising High Pointers had already seen during sixty years of furniture manufacturing in the area. Starting a family business was a way to establish future prosperity for him and his family and in 1944 the Davis Upholstery Company was founded. Located in a small shop at 1315 South Main Street, John and Dorothy's first focus was on upholstery repair work. By the mid-1950s the days of reupholstery work were a thing of the past, so the business refocused its efforts on the manufacturing of new occasional chairs and living room furniture.

Upon the death of his father in 1967, John T. Davis, Jr., became president and the company was renamed Davis Furniture Industries, Incorporated. During the 1970s, a new approach toward manufacturing office and executive furniture began to take shape, and the corporation progressed to the third generation. Danny Davis, the current president, joined the company in 1977. Ashley Davis Williams and Brian Davis, Danny's daughter and son, are the fourth generation of Davises to carry on the tradition.

A new direction in product design and development took place in the late 70s through licensing European designs. Davis forged a licensing agreement by which the company was to manufacture German products in North America. This new approach was instituted as a means to find better contemporary designs which would combine both quality and function. To date, Davis has had licensee agreements with many different European manufacturers. In turn, Davis has licensed their designs to other manufacturers in Europe, Italy, Australia, Japan, and Switzerland. Davis's new image that has emerged from carefully selected furniture offerings has been one of an industry leader in design. As part of the modernization of Davis, a corporate slogan emerged that continues to signify our marketing and product strategy..."design is a choice."

◆ **Company's Dun & Bradstreet (D&B) number.**

042425447

◆ **Company's organizational chart of those individuals that would be involved in the contract.**

See attached PDF.

◆ **Corporate office location.**

2400 College Drive
High Point, NC 27260

➤ **List the number of sales and services offices for states being bid in solicitation.**

- Texas
 - South Texas - JMC Associates
 - North Texas – Trio Resources
- Oregon
 - Kayser-Wesner LLC
- Utah
 - Unek Environments

➤ **List the names of key contacts at each with title, address, phone and e-mail address.**

- Texas
 - **South Texas - JMC Associates**
Miriam Jones, Principal
805 Rhode Place, Suite 200
Houston, TX 77019
Phone: 512-5872298
E-mail: miriam@jmcassociates.com
 - **North Texas – Trio Resources**
Lisa McGovern, Principal
4068 Beaver Brook Lane
Dallas, TX 75229
Phone: 214-207-0926
E-mail: lmcgovern@trio-resources.com
 - Oregon
Kayser-Wesner LLC
Kevin Kayser, Principal
240 SE Yamhill St.
Portland, OR 97214
Phone: 503-235-0776
E-mail: kevin@kayserwesner.com

- Utah
 - Unek Environments**
 - Wendi Harris, Principal
 - 4031 W 45th Avenue
 - Denver, CO 80212
 - Phone: 303-994-9746
 - E-mail: wendi@unek-environments.com

◆ **Define your standard terms of payment.**

Based upon credit approval, 1% 15 days net 30 days – See attached “DAVIS Terms and Conditions of Sale”. Credit decisions are based solely on the discretion of the Davis Credit Department.

◆ **Who is your competition in the marketplace?**

Allemuir, Andreu World, Bernhardt, Coalesse, Nucraft, OFS Brands, Stylex

◆ **What differentiates your company from competitors?**

Davis began licensing European designs starting in the late 1970's and we continue this practice to this day. This approach was instituted as a means to find better contemporary designs which would combine both quality and function. This approach to always lead with design as our guiding principal is our biggest differentiator.

Danny Davis, the current President of Davis Furniture Industries, best explains this philosophy; "We have a saying here at Davis, 'It's all about the product, and the product is about design.' At Davis, with every product we bring to the drawing

table...the focus is always about design...the aesthetics of the design...the function of the design...and the value of the design. This is what our customers look to Davis to offer them."

◆ **Describe how your company will market this contract if awarded.**

Our sales team will continue work with local agencies who have access to the NCPA Contract to ensure they are aware that Davis has been awarded this contract.

◆ **Describe how you intend to introduce NCPA to your company.**

Davis has been on the NCPA contract since September 2017, however we will continue to educate our sales representatives on the benefits of using NCPA.

◆ **Describe your firm's capabilities and functionality of your on-line catalog / ordering website.**

Our website, www.davisfurniture.com, includes a product section broken out by category, i.e. chairs, lounge, tables, storage, elements and new product introductions. These categories are then broken down further into subcategories based on function, for example: "Chairs" includes the following sub categories; barstools, executive/conference, guest/side, multi-use/café. Once a product is selected that page supplies all of the related info to that product including a pricelist, SCS & Level certificates, 2D CAD, 3D CAD, Revit and SketchUp symbols, a statement of line and a photo library.

Orders cannot be placed through our website at this time. Orders should be sent via e-mail, whenever possible, to expedite the entry process. Send to orders@davis-furniture.com. If this is not possible then fax orders to (336) 889-0031.

◆ **Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)**

Our Customer Service Department is available Monday – Friday from 8:15am – 5:00pm.

◆ **Green Initiatives (if applicable)**

➤ **As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.**

Davis Furniture employs a transparent Triple Bottom Line approach to our environmental values: to seek economic vitality, environmental integrity and social responsibility in everything we do. We're committed to exceeding compliance with

environmental laws and regulations through continuous improvement and pollution prevention practices.

Davis's energy policy encourages the minimization of its greenhouse gas and carbon footprint through the implementation of energy conservation and efficiency improvements. Our goal is to reduce impacts to human and ecosystem health by inventory tracking, evaluation and control of chemicals of concern in our processes and facilities.

Environmental considerations are also integrated into our product design and development process. Raw materials containing recycled content are sourced for our products and we continually pursue and prioritize materials with higher recycled content while maintaining our quality requirements.

◆ **Anti-Discrimination Policy (if applicable)**

➤ **Describe your organizations' anti-discrimination policy.**

Davis Furniture Industries Inc. believes our successful business operation and reputation of the Company is built upon the principals of fair dealings and ethical conduct of our employees. Davis Furniture feels that inclusiveness adds value and enriches our products. All company employees work to enhance diversity at Davis Furniture because we believe it is important to our business and community. The Company will continue to make diversity management part of our culture that will merit the continued trust and confidence of the public. Below are the highlights of our inclusiveness program.

- Davis Furniture Industries. Inc. is an equal employment opportunity employer and complies with all state and federal laws that apply to fair hiring practices, and will not discriminate in hiring and employment practices on the basis of race, religion, age, national origin, gender, disability or sexual orientation.
- Davis Furniture's Human Resources Department documents procedures for the management of fair hiring and employment practices throughout the Company and ensure that policies are applied equally to all employees. Through our Affirmative Action Plan, we track all applicant flow, hiring and termination logs to stay in compliance with our goals for diversity.
- Davis Furniture believes in an open door policy for employees to give any feedback and complaints on any potential non-compliance of our policies. This open door policy is discussed during employee orientation.
- Top management, along with the Human Resources Department, will look at the issue of non-compliance and look for the best course of action. Research will be conducted with all parties involved to identify and implement corrective action(s).
- Davis Furniture tracks employee metrics with a monthly Labor Compliment Report. This report shows inclusiveness metrics like an EEO-1 Report required by the federal government. It is also a tool to reach goals set forth by our Affirmative

Action Plan.

- Inclusive education is always available to our employees. Posters are located in the breakrooms, and guidelines through the EEOC and all government regulations are also located in our handbooks.

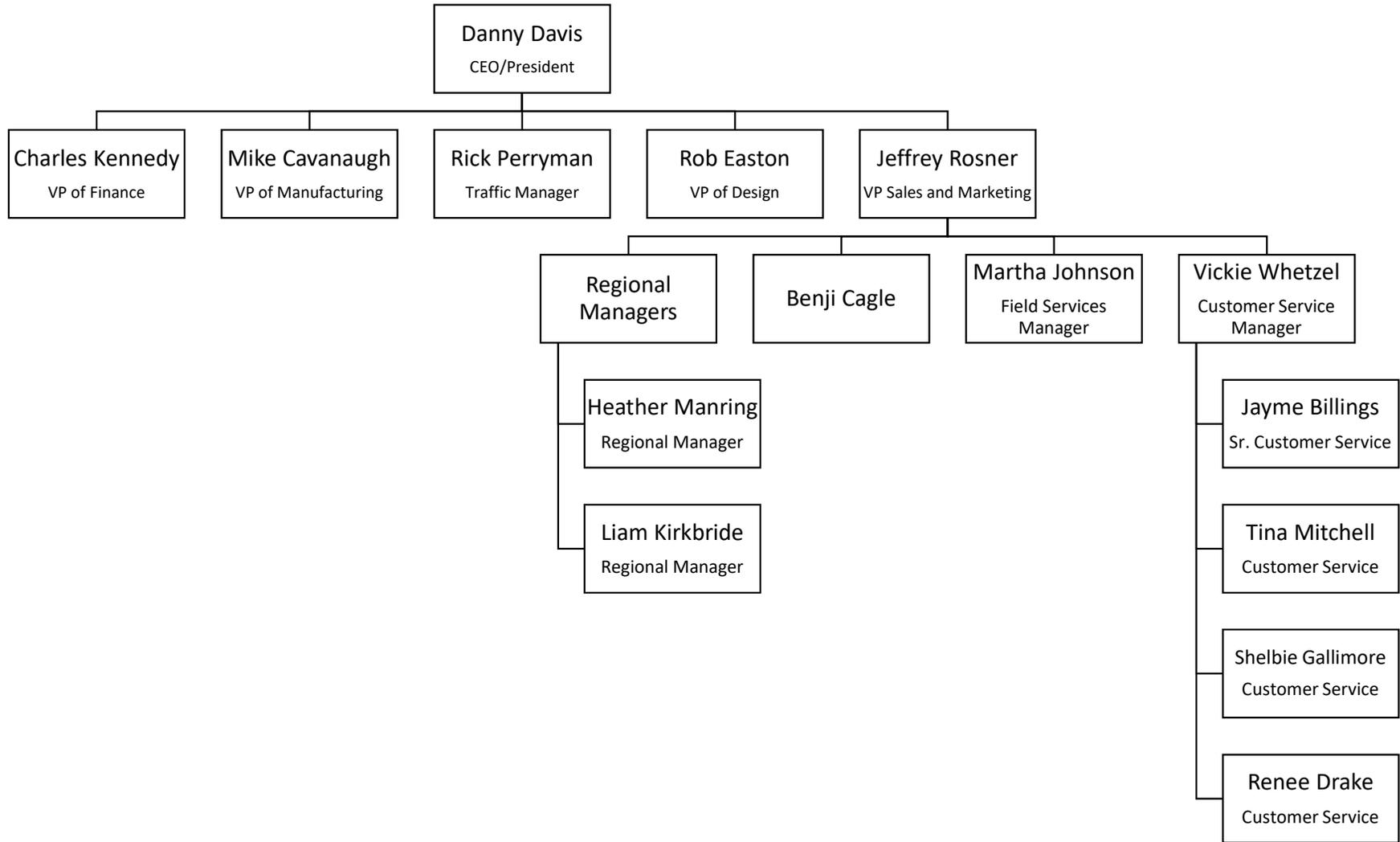
- Davis Furniture, through the Human Resources Department, will evaluate on an annual basis our compliance for inclusiveness rules including those required by state and federal government agencies. The Affirmative Action Plan is a very extensive measure of inclusiveness to ensure that we are keeping good metrics and putting forth effort for inclusive business practices.

◆ **Vendor Certifications (if applicable)**

➤ **Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.**

Davis has numerous licenses, registrations and certificates that may apply depending on the governmental entity with which they are engaged. Davis is happy to provide documentation for any of these specific licenses, registrations, or certifications upon request.

2022 Organizational Chart



TAB 5: NCPA Products and Services

Davis Furniture is a leading manufacturer of seating, tables, storage and accessories and attention is on high design, quality and customer satisfaction.

Product types are as follows:

- Barstools
- Executive/Conference chairs
- Guest/Side chairs
- Café/Multipurpose chairs
- Freestanding lounge
- Modular lounge
- Benches
- Ottomans
- Privacy lounge
- Sofas
- Café/Dining/Bistro tables
- Conference tables
- Modular lounge tables
- Occasional tables
- Standing height tables
- Training tables
- Credenza
- Low Boards
- High Boards
- Wardrobes
- Personal use tables
- Coat Hooks
- Coat Racks

Product Categories:

- Cafeteria/Café
- Classroom
- Training Rooms
- Conference and Meeting rooms
- Education
- Offices
- Library
- Dormitory
- Healthcare
- Lounge/ Reception and Lobby
- Hospitality
- Retail

Dealer Name	Contact Name
Henricksen Butler	Paige Wright
Salt	David Ortiz
Midwest Commercial Interiors	Bethany Sadler
Workspace Elements	Jason Woodbury
Hyphn	Shannon Ferrigno
Environments	Gina Zaharie
PacificWRO	Anthony Pepe
360 Office Solutions	Frank Cross
Capital Office	John Rafferty
Sprague Solutions	Dan Sprague
SKG	Barbara Zoern
Rockford Business Interiors	Tammy Reed
Workplace Resource Austin	Virginia Visser
Workplace Resource San Antonio	Virginia Visser
Debner	Kim Debner
OP Houston	Mollie Ellerkamp
WP Solutions	Krysty Kling
McCoy's	Morgan Van Bibber
BKM	Carol Roehrig
Interior Resources	Martha Blue

Davis Authorized Dealers for NCPA RFP 24-22

Address	Phone
249 South 400 East, Salt Lake City UT 84111	801-994-6349
254 East 100 South, Salt Lake City, UT 84111	801-557-5548
987 S W Temple, Salt Lake City, UT 84101	801-633-8678
3003 Highland Drive, Salt Lake City, UT 84106	801 746 0271
620 Northeast 19th Avenue, Portland OR 97232	503-226-4151
2055 NW Savier Street, Suite 175, Portland, OR 97209	503-236-3600
825 NE Multnomah Street, Suite 270, Portland, OR 97232	503-238-1590
3676 Pierce Pkwy, Billings, MT 59102	406-248-7881
1120 E 35th, Anchorage, AK 99508	907-777-1501
615 W Hays Street, Boise, ID 83702	208-331-7737
6310 E Stassney Lane, Bldg. 9 Suite 100, Austin, TX 78744	512-481-1500
211 E Riverside Drive, Austin, TX 78744	512-416-4390
1717 W 6th Streer #190, Austin, TX 78703	512-472-7300
4400 NE Loop 410, #130, San Antonio, TX 78218	210-226-5141
8020 Katy Freeway, Houston, TX 77024	713-782-1300
10030 Bent Oak Drive, Houston, TX 77040	713-595-5460
2800 Kirby Drive, b200, Houston, TX 77098	713-993-9797
6869 Old Katy Road, Houston, TX 77024	713-862-4600
9755 Clifford Drive, Dallas, TX 75220	214-902-7200
1444 Oak Lawn Avenue #301, Dallas, TX 75207	972-619-7400

Email	Minority Vendor
pwright@henricksenbutler.com	yes
david@salt.studio.com	yes
bethanyS@mwciutah.com	
jwoodbury@workspacelements.com	
shannonf@hyphn.com	
ginaz@environmentsnw.com	
anthony_pepe@pacificwro.com	
frankc@360-os.com	
jrafferty@capital-office.com	
daniel@spraguesolutions.com	
bzoern@skgtexas.com	yes
treed@rockford-texas.com	
vvisser@wrstx.com	yes
vvisser@wrstx.com	yes
kimd@debner.com	
mellerkamp@ophouston.com	
krystyk@wpsolutions.com	
mvanbibber@mccoyinc.com	
croehrig@bkmtexas.com	yes
martha@interiorresourcesdfw.com	

Tab 8 – Value Added Products and Services

Mission Statement

Our mission is to be a leader in the contract furniture industry for superior design in aesthetics and function with an international contemporary influence, while maintaining a dedication to our customers by providing superior service and overall value with the highest corporate integrity.

Our Vision

We're always looking to the future of office environments and how we can offer cutting-edge products with innovative design, function, and aesthetics that make the workplace and the home office more appealing.

Core Values

SPIRIT OF TEAMWORK

As a family-owned and operated business, one of the most important aspects of our day-to-day operations is the spirit of teamwork. Consistently practiced throughout every department, we work together and put company goals ahead of individual aspirations. By fostering a familial approach to our mission, we see more productivity, increased tenure, and a happier work environment.

DEDICATION TO CUSTOMERS

At Davis, we strive to consistently exceed expectations every day. Our sales staff and customer service team know that our business is only as strong as the relationships we build and maintain with our customers. Our passion is to make sure every client, representative, and dealer is treated with care, respect, and understanding. If design is a choice, so too is customer care. It's a proposition we take seriously.

INTEGRITY OF INFORMATION

In an ever-evolving industry, the integrity of every piece of communication is not to be undervalued. Whether related to parts, designs, deadlines, or deliverables, our team works hard to communicate early and often. We believe in providing clear and honest information about our products, addressing all reasonable expectations, and directly meeting any challenges our customers might face.

EXCELLENCE IN DESIGN

We are honored to consistently partner with world-class designers on the development of concepts and products. Drawing from a wealth of international influence and with painstaking attention to creative and functional details, we seek to create truly unique pieces within the commercial space. Every Davis product must be well-engineered, aesthetically pleasing, environmentally friendly, functionally sound, and distinctly original. The path to excellence is paved with hard work, and our designers and development team are constantly pushing forward to create the next great Davis product.

CULTURE OF SUSTAINABILITY

We employ a transparent Triple Bottom Line approach to our environmental values: to seek economic vitality, environmental integrity, and social responsibility in everything we do. We're committed to exceeding compliance with environmental laws and regulations through continuous improvement and pollution prevention practices. Davis's energy policy encourages the minimization of its greenhouse gas and carbon footprint through the implementation of energy conservation and efficiency improvements. Our goal is to reduce impacts to human and ecosystem health by inventory tracking, evaluation, and control of chemicals of concern in our processes and facilities.

VARIETY OF PRODUCTS

The spice of life is found in its variety. In the context of Davis furniture, we aim to further our brand through a well-rounded suite of products that meet the changing needs of the modern workspace. With a full array of seating options, tables, and accessories, our goal is to provide practical and beautiful solutions to meet every need in today's office environment. While our collections speak to the symmetry of complementary design, our variegated offerings and customization options speak to our range of capabilities and the power of choice.

INFORMED BY EXPERIENCE

Our employees and partners represent decades of industry experience across the spectrum of design, manufacturing, sales, and customer service. Every day, we leverage that collective experience to create products, opportunities, and relationships that are foundationally solid, bolstered by knowledge, and consistently rewarding for our partners and customers in the furniture industry.

Davis Furniture Terms and Conditions of Sale and Delivery

(Applicable to all purchases of Davis Furniture Industries, Inc. products)

All of the following terms and conditions shall apply to all purchases of any Davis Furniture Industries, Inc. products (also sometimes referred to as goods), and shall be deemed essential and material parts of and incorporated into any and all quotes, orders, or other documents concerning the purchase of any products of Davis Furniture Industries, Inc. As a condition and part of any request for quote, order, or purchase of any such products, the buyer ("Buyer") hereby agrees to all of the terms and conditions set forth below.

1. Agreement. These Terms of Sale and Delivery ("Terms") shall apply to and govern all transactions between Davis Furniture Industries, Inc. ("Davis") and any Buyer ("Buyer"), notwithstanding any additional and/or differing terms or conditions set forth on or in any documentation of Buyer. As to any particular transaction between Davis and Buyer, these Terms shall govern, along with the Davis quote, sales order acknowledgment, and invoice applicable to that transaction, notwithstanding any additional and/or differing terms or conditions set forth on or in any documentation of Buyer. These Terms may not be amended or modified except by written instrument signed by Davis. Davis does not agree to and shall not be bound by any terms, conditions, or instructions not appearing in the Terms, or any items, conditions or instructions contrary to, inconsistent with, additional to or different than the Terms (whether appearing on or in Buyer's request for quote, purchase order, or any other document or communication whatsoever), all of such terms are deemed material and are hereby expressly rejected unless specifically agreed to by Davis in a signed writing. Nothing from Davis, including but not limited to any quotes, acknowledgements, confirmations, or invoices (whether preliminary or final), shall constitute an acceptance of any provision in any purchase order or other document or transmission of Buyer that conflicts with any of these Terms. Buyer's acceptance of and agreement to the Terms shall be conclusively presumed from and established by any of the following (upon which Davis may rely): (a) Buyer's request for, order for or of, or purchase of, any Products; (b) Buyer's receipt of any Davis acknowledgement of an order for any Products without written objection sent to Davis within five (5) days after receipt of the acknowledgement; (c) Buyer's request or instruction for Davis to ship any Products; (d) Buyer's acceptance of, use of, or payment for, any Products; or (e) Buyer's taking any other action, or inaction, evidencing Buyer's acceptance of any Products.

2. Credit Evaluations; Quotes; Orders. Any provided quotes are contingent upon Davis's approval of Buyer's credit. For Buyer to apply for open account status with Davis, Davis may require one or more of the following for evaluation: credit reports as to Buyer from five supplied trade references, Buyer's current financial statement (if available), and/or current Dun & Bradstreet rating of Buyer. All credit evaluations are made at the sole discretion of Davis, and can only be made by authorized Davis personnel at Davis's corporate office. Davis may re-evaluate Buyer's credit status at any time as it deems fit in its sole discretion. In certain instances (such as for large orders, or where Buyer does not qualify for open credit), as an additional condition of Davis's acceptance of an order, Buyer may be required to provide a 50% cash deposit at the time of order and/or remit the balance before the shipment is released. No Buyer order shall be deemed accepted unless Davis provides Buyer with a written acknowledgment of such order, which order (as stated above) shall be subject to all of, and shall not vary in any way from any of, the Terms and the terms and conditions set forth in Davis's acknowledgment. Final production specifications for any order shall be as set forth in Davis's written acknowledgment as to such order. Buyer is responsible to review each acknowledgment to be sure that all order details are correct. Orders will not be acknowledged or entered for production by Davis until all specification information is complete and credit terms acceptable to Davis have been established.

3. Price. Any prices listed in any Davis price list or other informational materials are subject to change without notice. Any prices quoted by Davis in a written quote are firm only if written unqualified acceptance of the quote is received from Buyer by Davis at its office within 90 days of the date of that quote. All prices for goods are F.O.B. Davis's factory/plant in High Point, North Carolina, and, unless otherwise agreed in a writing signed by Davis, prices do not include any of the following: costs of freight, insurance, special packaging or installation, any costs of inspection, permits or other compliance with governmental laws and regulations, any sales, use, excise, customs, or other taxes, duties, or fees, or any other charges, all of which must be paid by Buyer. Any quotation of such charges by Davis represents Davis's estimate of the actual amount thereof. In the event Davis includes any such charges in any price, Davis may adjust such charges at any time prior to payment thereof by Davis on Buyer's behalf in respect of any applicable changes in governing laws or regulations; and Buyer agrees to pay any additional charges incurred as a result of any such adjustment. Davis charges customers a credit card usage fee of 2.5% of the transaction amount on credit card purchases, which amount is not greater than Davis's cost of credit card acceptance. There is no usage fee charged on debit card purchases.

4. Payment. Unless otherwise agreed in a writing signed by Davis, the purchase price of any goods and any and all other amounts are to be paid to Davis within 30 days of invoice date. Buyer shall not be entitled to any discount for early payment. If Buyer delays delivery of any goods, Davis reserves the right to submit, and Buyer shall pay, invoices for such goods as if delivery had been made on the originally estimated delivery date. In addition, Buyer shall pay all reasonable storage and other expenses incurred by Davis as a result of such delay or any delay in payment where Buyer is to pay for goods before shipping. Such expenses may include, at Davis's sole discretion, warehousing charges according to the following schedule (which with a minimum of \$50 per week): Side Chairs & Ottomans, \$4.00 NET per week per boxed unit; Caster Base Chairs, \$5.00 NET per week per boxed unit; Lounge Chairs, \$6.00 NET per week per boxed unit; Sofas, Modular/Tandem Seating, \$8.00 NET per week per boxed unit; Case Goods, Desks, Tables, \$8.00 NET per week per boxed unit. (Note: If Buyer has requested and Davis has agreed to an extended delivery date at the time the order/acknowledgment, warehousing charges will not be made until after that agreed date.) Buyer agrees to pay interest on any payment due at a rate of 1.5% per month, to accrue from the date such payment is due until paid in full; provided, however, that if such rate exceeds the maximum rate permitted under applicable law, then interest shall be charged at the maximum rate permitted under such law. In addition, Buyer agrees to pay all costs, including collection agency costs and fees, court costs, and reasonable attorneys' fees, incurred by Davis in collecting and/or seeking to collect all amounts due from Buyer. Checks or payments, whether full or partial, received from or for the account of Buyer, regardless of writings, legends, or notations upon such checks or payments, or regardless of other writings, statements or documents, shall be applied by Davis against the amount owing by Buyer with full reservation of all of Davis's rights, and without an accord and satisfaction of Buyer's liability.

5. Delivery; Shipments; Claims. Estimated delivery dates are approximate and shall not be deemed to represent a fixed guaranteed delivery date. Davis will attempt in good faith, but does not guarantee or covenant, to deliver the goods by any estimated delivery date. Davis shall not be obligated to take any extraordinary steps to meet such delivery date (including the use of overtime labor), nor shall Davis be liable for any damages (including but not limited to any incidental or consequential damages of any kind) suffered by Buyer as a result of Davis's inability to meet any estimated delivery date. All shipments will be separately invoiced and the full balance of the purchase price shall be paid when due, without regard to subsequent or preceding shipments. Merchandise may be delivered at one time or in partial shipments from time-to-time as Davis deems appropriate. Goods are sold F.O.B. Davis factory or plant. Unless otherwise agreed in writing, Davis may select the method of, and arrange for, transportation to the final destination. Freight shipments with commercial carriers as well as non-commercial carriers will include the carrier's standard insurance and will not be insured for the product's commercial value unless otherwise agreed in writing. Davis offers an optional guaranteed shipping and handling program. Under this program, delivery is determined by Davis (shipper's choice), and shipping and handling charges are pre-calculated and prepaid by Davis, and added to the original invoice at the time of acknowledgment. This optional guaranteed shipping and handling program enables the purchaser to determine shipping and handling charges when ordering and provides the purchaser with one invoice for both shipping and handling charges, and the Davis product. If Buyer elects not to utilize this program as to a product order, freight, insurance, customs, brokerage, and duty charges will be paid by Buyer through Buyer's shipping account or on a COD basis. In the absence of these two previously-mentioned options, freight, insurance, customs, brokerage, and all duty fees plus handling charges will be added and billed on the final invoice. Davis reserves the right to ship orders when completed even if before the scheduled ship date.

6. Passage of Title and Security Agreement. Title to goods delivered shall pass to Buyer at the time of F.O.B. delivery to carrier, and Buyer agrees to assume all risk of loss of or damage to the goods at that time. Buyer hereby grants to Davis a security interest in all such goods to secure payment of all sums due Davis. Buyer agrees to execute promptly any financing statements or further documents Davis deems necessary to perfect its security interest, and to perform all other acts necessary for its perfection and preservation of such security interest. So long as any sum payable by Buyer on an order is outstanding, Buyer shall be in default hereunder upon (i) failure to pay any sum due thereon when due, or (ii) the commencement of any insolvency or bankruptcy proceeding by or against Buyer or any guarantor of Buyer's obligations to Davis. Upon default by Buyer, Davis shall have all the rights and remedies of a secured party under the Uniform Commercial Code and as otherwise provided by law. Davis shall have the right to apply any and all proceeds from the disposition of goods to Buyer's obligations in such order as Davis shall elect, and in addition to the expenses incurred by Davis in enforcing its rights hereunder, including reasonable attorneys' fees. In the event of default, Davis may require Buyer to assemble and make the goods reasonably available to Davis at one or more places designated by Davis and reasonably convenient to the parties.

7. Packaging/Crating. For shipments within the continental United States, all Davis product is packaged for shipping on Davis Trucks or commercial carriers. For products to be shipped outside of the continental United States should be specified with special cartoning and/or crating for export. A 5% upcharge to net prices will be assessed. Buyer shall contact a Davis customer service representative to verify quotes for exported products. All seating units are boxed but may require additional crating reinforcement for exported shipments. Contact Factory for specific information. All modular seating units and tables must be crated, resulting in assessment to Buyer of a 5% crating fee upcharge on all such items.

8. Returns; Cancellation. Returns are not allowed except upon prior written authorization by Davis. Any items approved by Davis for return and repair must have a Davis-assigned RMA Number clearly indicated on the returned item. Buyer may not cancel its purchase of any goods without Davis's written consent. If Buyer attempts to cancel an order or otherwise fails to perform its obligations with respect to the same without Davis's written consent, Buyer shall be liable for all of the expenses/damages incurred by Davis in connection herewith, including: (i) direct costs in connection with the ordering or purchase of materials or parts; (ii) engineering and labor costs; (iii) administrative and overhead costs allocable to work already performed; and (iv) all lost profits and all consequential and incidental expenses incurred by Davis. The amount payable by Buyer as set forth above shall be reduced by the amount of any payments made by Buyer in respect of the goods ordered prior to the date of cancellation, in addition to the above. All sums owing pursuant to this paragraph shall be payable in full immediately upon Buyer's receipt of written notice thereof from Davis. In the event Buyer attempts to cancel any order or otherwise fails to perform its obligations without Davis's written consent, Buyer agrees that Davis shall have the unrestricted right, and Buyer hereby authorizes Davis, to sell to any third party all goods subject to the order.

9. Inspection; Acceptance. Davis's liability ends when the carrier issues a clear receipt to Davis, which is an acknowledgement by the transportation company that the shipment has been received by them in good condition. Buyer shall examine merchandise carefully before giving the transportation company a clear receipt. If the shipment is not delivered in good condition and in accordance with quantity called for by the bill of lading, Buyer shall insist on the carrier making notations on the delivery receipt and the original freight bill as to any damage or shortage before accepting shipment. If the shipment is in apparent good condition but upon opening any contents are found damaged, Buyer shall stop unpacking and shall contact an inspector of the transportation company to examine the shipment and indicate on the delivery receipt the exact condition of the contents. Buyer shall not give the carrier a clear receipt for cartons appearing to be damaged. Buyer's failure to make any claim against Davis within 10 days shall constitute acceptance of the goods and shall constitute a waiver of any defects, errors, or shortages ascertained upon inspection. Buyer shall not refuse goods damaged in transit but rather should keep product in original shipping box or container for inspection by carrier and enter a claim with the transportation company. All shipments are delivered to the transportation company in good condition. (Davis's liability ceases at that time.) If shipment arrives damaged or short, Buyer is advised to immediately file a claim with the delivery carrier. No claims of, rejections of, or returns for non-conforming goods will be permitted unless Buyer cooperates in full with Davis's technical personnel to determine the cause of the non-conformance.

10. Goods Made to Buyer Specifications; Indemnification. Ordered items shall not be subject to any specifications, express or implied, except as specifically set forth in a Davis quotation or in a Davis order acknowledgement or an agreement signed by Davis. Where goods are made to any Buyer specifications, Buyer represents and warrants that no patent or other intellectual property right or other property right has been or will be infringed by the manufacture, sale, distribution or use of any such goods. Buyer agrees to indemnify, defend, and hold harmless Davis and all of its directors, officers, employees, agents, successors, and assigns from and against any and all damages, losses, expenses, costs (including without limitation reasonable attorney's and accountant's fees), claims, suits, actions, judgments or other liability asserted against or incurred by Davis arising out of or related to any claim of infringement or violation of any such right or any breach of Buyer's warranties or representations herein.

11. Limited Warranty; Limitation of Liability and Damages.

a. Subject to the limitations, exclusions, exceptions, and disclaimers set forth below, Davis (a) warrants its products other than gas cylinders to be free from defects in workmanship and materials for a period of five (5) years after the date of original shipment, and warrants its gas cylinders to be free from defects in workmanship and materials for a period of one (1) year (said periods referred to, as applicable, as the "Warranty Period"), provided the product is used in the manner and under the conditions for which it is designed.

b. This limited warranty shall apply only if (i) Buyer discovers the claimed defect within the Warranty Period; (ii) Buyer notifies Davis in writing of the claimed defect (with details of such defect(s)) within 30 days after first discovery of the claimed defect; (iii) Buyer allows Davis to inspect the good(s) claimed to be defective; and (iv) Davis or its representative confirms the defect in writing to Buyer.

c. This limited warranty extends only to defects in materials and workmanship which occur during "normal use and service" as defined below. "Normal use and service" means that the product will be used in a typical office environment for 40-45 hours per week.

d. Davis offers no warranty, either express or implied, on any fabrics or leathers, and it only warrants that the non-fabric/non-leather portions of upholstered products will be free from defects and upholstery is tailored according to product specifications. Fabrics and leathers may carry warranties from their manufacturer or reseller; Buyer is advised to refer to each such potential warranty. Because every leather/fabric specification is different and application for use must be taken into consideration, Davis shall not be held responsible in any manner for wrong specification of fabric, and Davis does not warrant specified fabric for wear, durability, or light fastness.

e. Davis makes no warranty of any kind with respect to customer's own materials (COM), customer's own leathers (COL), or non-standard materials selected by and/or used at the request of Buyer.

f. Variations in grain, color, marks, scars, texture, and pattern of wood, leather and textiles may occur as a result of nature, dye lot, exposure to light, and aging. Davis makes no warranty with respect to matching of grain, textures, pattern, or colors of such materials, including an exact match to wood chips, color samples, or swatch cards.

g. Only products specifically designated "for outdoor use" by Davis have been approved for outdoor use. The formation of rust and/or corrosion on these products (or other products) due to outdoor use does not constitute a defect in materials or workmanship and is not covered under this limited warranty.

h. This limited warranty shall not apply and shall be void: (i) as to goods that have not been maintained in accordance with instructions or that have been accidentally damaged; (ii) as to any damages or defects to goods attributable in any way to installation, modification, cleaning, mishandling, accident, fire, lightning, other hazards whether natural or man-made, shipment, or repair made by any party other than Davis; (iii) if Buyer or a third party alters, modifies, or repairs the goods in any manner without Davis's prior express written approval; (iv) if, after discovery of a defect, Buyer fails to take prompt and reasonable steps to prevent the defect from becoming more serious; or (v) Buyer or anyone else fails to follow any recommended maintenance or use procedures described in the documentation for the goods.

i. Buyer's sole and exclusive remedy against Davis arising out of or in connection with any claimed defect in any goods during the applicable Warranty Period, whether for apparent or hidden defects or otherwise, whether based upon contract, strict liability, negligence, or otherwise, and whether for personal injury, commercial loss or other monetary loss, or otherwise, shall be, at Davis's sole option and in Davis's sole discretion: (a) the reconditioning, repair, or replacement of such specific individual good as Davis determines in its sole judgment and upon inspection to be defective, provided that Buyer has given written notice to Davis promptly upon detection of the defects claimed, with details of such defects, or (b) the issuance to Buyer of a credit or refund in the amount of the purchase price of such specific individual good. This limited warranty applies only to Buyer.

j. THE FOREGOING LIMITED WARRANTY AND REMEDY ARE EXCLUSIVE AND MADE ONLY TO BUYER, AS THE ORIGINAL PURCHASER. THIS WARRANTY GIVES BUYER SPECIFIC LEGAL RIGHTS, AND BUYER MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. THERE IS NO WARRANTY FOR INTERNATIONAL USE OR PURCHASES. DAVIS SHALL IN NO EVENT BE LIABLE TO ANY PERSON OR FIRM (INCLUDING ANY ASSIGNEE OF BUYER) EXCEPT BUYER, AS THE ORIGINAL PURCHASER. ANY WARRANTIES AND REMEDIES PROVIDED BY DAVIS HEREIN ARE EXCLUSIVE AND, TO THE EXTENT ALLOWED BY APPLICABLE LAW, ARE IN LIEU OF ALL OTHER REMEDIES, WARRANTIES, OR REPRESENTATIONS BY DAVIS, WHETHER SUCH ARE EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL OTHER OBLIGATIONS AND/OR LIABILITIES, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IN NO EVENT SHALL DAVIS BE LIABLE FOR ANY LOSS OF USE OR DELAY IN USE OF GOODS, LOSS OF PROFITS, SALES, REVENUE, OR OTHER FINANCIAL LOSS, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES TO OTHER PROPERTY, INCONVENIENCE, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SALES, LOSS OF REVENUE OR OTHER FINANCIAL LOSS, DEMURRAGE CHARGES, COST OF SHIPMENT, DOWNTIME, MANUFACTURING DELAYS, ANY OTHER DAMAGES RESULTING FROM DELAY IN DELIVERY, LOSS OF USE OR DELAY IN USE OF GOODS, OR ANY CLAIMS FOR DAMAGES TO PERSON OR PROPERTY. THE ESSENTIAL PURPOSE OF THIS PROVISION AND THE LIMITATIONS OF WARRANTY ABOVE IS TO LIMIT THE LIABILITY OF DAVIS IN ANY WAY ARISING OUT OF DAVIS'S PROVISION OF GOODS TO BUYER. THE PARTIES ACKNOWLEDGE THAT SUCH LIMITATIONS ARE INTEGRAL TO THE AMOUNT OF CONSIDERATION LEVIED IN CONNECTION WITH THE SALE OF THE GOODS, AND THAT IN THE ABSENCE OF SUCH LIMITATIONS, SUCH CONSIDERATION WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER. IF BUYER IS A CALIFORNIA RESIDENT, BUYER WAIVES CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." IF BUYER IS A RESIDENT OF A STATE WITH A PROVISION SIMILAR TO CALIFORNIA CIVIL CODE §1542 WHICH LIMITS THE EXTENT OF A GENERAL RELEASE, BUYER HEREBY WAIVES SUCH PROVISION. SOME STATES MAY NOT RECOGNIZE A DISCLAIMER OR LIMITATION OF WARRANTIES AND/OR LIMITATION OF LIABILITY, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO BUYER IN SUCH EVENT. BUYER MAY ALSO HAVE DIFFERENT AND/OR ADDITIONAL RIGHTS AND REMEDIES THAT VARY FROM STATE TO STATE. IF ANY IMPLIED WARRANTIES APPLY AS A MATTER OF LAW, THEY ARE LIMITED IN DURATION TO THE MINIMUM LENGTH ALLOWED BY LAW. NO REPRESENTATIVE OF DAVIS IS AUTHORIZED TO GIVE ANY WARRANTIES ON DAVIS'S BEHALF OR TO ASSUME FOR DAVIS ANY OTHER LIABILITY IN CONNECTION HERewith.

12. Defaults; Davis's Rights and Remedies upon Default. Each of the following shall constitute a "Default" under these Terms: (a) Buyer's failure to pay in full when due any sum due to Davis under any order or other agreement with Davis; or (b) Buyer's breach of any of terms of any contract, including these Terms; or (c) Buyer's breach of any provision of any agreement with Davis; or (d) Buyer's attempted cancellation of any accepted order for goods; (f) Buyer's insolvency; (g) the commencement of any insolvency or bankruptcy proceeding or reorganization (whether voluntary or involuntary) by or against Buyer or any guarantor of Buyer's obligations owed to Davis; (h) the appointment of a receiver or trustee for Buyer; and/or (i) Buyer's failure to provide, upon request, adequate assurances of Buyer's complete and timely performance by Buyer of any and all of its obligations under any agreement with Davis. Buyer shall be liable to Davis for all expenses incurred and/or damages suffered by Davis in connection with any Default by Buyer. In the event of a Default by Buyer, Davis shall have the right, in its sole discretion and without prejudice to any other rights or remedies available to it, to do any one or more of the following: (a) immediately suspend performance and/or cancel any unfinished portion of any outstanding contracts or orders with Buyer; (b) terminate or cancel any contract or order, modify any payment terms, or withhold further delivery of any goods that are not paid for in full; (c) declare immediately due and payable all unpaid amounts for all goods and/or services provided under any agreements or orders with Buyer; (d) provide goods exclusively upon Buyer's advance payment or upon Buyer's furnishing of security; (e) retain for its sole benefit any advance payment or deposit provided by Buyer to Davis, which advance/deposit Buyer shall conclusively be deemed to have forfeited to Davis; (f) commence any and all suits or proceedings against Buyer to recover all sums due to Davis and/or any and all damages suffered by Davis, which damages may specifically include any and all lost profits and consequential and/or incidental expenses or damages incurred or suffered by Davis; (g) as to any Collateral, exercise any and all of the rights and remedies of a secured party under the Uniform Commercial Code or as otherwise provided by law, including but not limited to requiring Buyer to assemble and make any Collateral reasonably available to Davis at one or more places designated by Davis and reasonably convenient to the parties in connection with the same, and applying any and all proceeds from the disposition of any Collateral to Buyer's obligations in such order as Davis shall elect, and/or (h) pursue any or all other available remedies as allowed by law. Additionally, if Buyer refuses or fails to accept delivery of any goods tendered for delivery, then Davis, without prejudice to Davis's other lawful remedies, may either store such goods or cause them to be stored in a warehouse, for Buyer's account and at Buyer's cost, risk, and expense, or sell such goods, without notice, to any buyer at public or private sale, and hold Buyer liable for any difference between (a) the contract price for such goods (and any other unpaid amounts to which Davis is entitled), and (b) the price at which such goods are resold less the costs and expenses of such resale, including but not limited to any brokerage commissions. Buyer further agrees that any institution(s) of suit by Davis for any unpaid balance due and owing shall not terminate any security interest of Davis. Buyer will pay as part of the debt secured by the Collateral all amounts incurred by Davis to maintain, repair, and otherwise protect the value of the Collateral and/or in taking possession of, disposing of, or preserving the Collateral after any default of any of Buyer's obligations to Davis. Buyer agrees to pay all costs, fees and expenses incurred by Davis, including reasonable attorneys' fees and court costs, associated with the collection or recovery of any amounts owed by Buyer to Davis. The remedies of Davis provided herein are cumulative and not alternative, and Davis shall have the right to enforce one or more of said remedies or any other remedy Davis may have in whole or in part successively or concurrently. Davis's rights and remedies set forth herein are in addition to all legal and equitable rights and remedies available to Davis, under any applicable law.

13. Force Majeure. Davis shall be excused from the duty to render timely performance of any obligation hereunder if such inability to perform is caused directly or indirectly by act of God, flood, war, riot, fire, accident, explosion, strikes or labor trouble, act of government, delay or default by a subcontractor or supplier of materials or services, transportation difficulty or delay, the existence of any circumstance making performance commercially impracticable or any other cause beyond Davis's reasonable control. Buyer's obligation to make any payment due and owing to Davis shall not be excused for any reason whatsoever.

14. Intellectual Property; Designs. Except to the extent expressly stated to the contrary in a writing signed by Davis, nothing shall be construed as a grant or conveyance to Buyer of any license or other right as to any of Davis's or its affiliates' or any third party's intellectual property rights, whether patent, trademark, trade secret, copyright, or otherwise. Certain Davis design and mechanical features are protected under patents, either obtained or pending. The products shown in our catalogs and price lists are, and remain, Davis' property. We reserve the exclusive right to manufacture the models shown. All dimensions and weights shown are to be considered approximate. We reserve the right to make changes in price, dimensions, design and/or construction without prior notice. Products that Davis has licensed from European manufacturers are restricted to distribution in North America and South America. Some of Davis' original designs also have been licensed to manufacturers that will have Europe, Asia, Pacific Rim, or Middle East distribution. Due to licensed product agreements, these items may not be shipped out of agreed territories. Please contact factory before specifying product for shipments to Europe, Asia, Pacific Rim, or Middle East. Davis will provide the source for the territory in which the product is being shipped.

15. Waiver; Severability. The failure of Davis to enforce any of these Terms or the provisions of any other agreement or document shall not be construed as or constitute a waiver of Davis's right to enforce each and every provision hereof and thereof. If any provision or part of a provision of these Terms is declared invalid, illegal, or unenforceable under applicable law, the affected provision will be considered omitted or modified to conform to applicable law. The validity, legality, and enforceability of all other remaining provisions or parts of provisions will remain in full force and effect.

16. Governing Law; Jurisdiction. All orders, transactions, and/or agreements between Buyer and Davis, all purchases of goods from Davis, and any and all claims or disputes between the parties shall be governed by and construed under the laws of the State of North Carolina, without regard to its conflict of laws principles. Buyer and Davis agree that the proper and exclusive venue and jurisdiction for any actions, claims, or disputes between or concerning Buyer and Davis (including but not limited to those in any way arising out of or related to any orders, transactions, or agreements between Buyer and Davis or any purchases of goods from Davis) shall be in the state and/or federal courts located in Guilford County, North Carolina, and Buyer and Davis each waives any objections or defenses to such venue and/or such courts' exercise of personal jurisdiction over them and hereby submits to such courts' exercise of personal jurisdiction over them.

General Information

Customer's Own Material COM/COL price includes application of customer's fabric (leather) which should be prepaid to factory address and clearly marked to indicate: 1) buyer's name, 2) buyer's purchase order number, 3) client, 4) furniture number of item to be covered, and 5) instructions for application, i.e. face, railroaded, reversed, etc. Furniture orders should include this same information as well as cutting instructions and a description of the fabric including pattern and color number in order to provide a cross reference and to reduce the margin of error. **In the absence of specific written instructions accompanying the order, fabrics will be cut, seamed and applied at DAVIS' discretion and at the customer's risk.**

Yardage requirements shown in price list are based on using fabric which is plain and a full 54" wide. Fabrics of narrower widths and/or which involve matching repeats will require additional yardage. Under most of these circumstances, the following tables can be used as a guide. Collect shipments of COM fabrics will not be accepted. All orders and COM/COL materials should be sent directly to Davis Furniture

Industries, Inc., Attn: COM/COL Dept., 2401 South College Drive, High Point, NC 27260, TEL (336) 889-2009.

Fabric less than 54" wide –		54" Fabric with a print or stripe repeat –	
Fabric Width	Increase COM requirement by:	Repeat	Increase COM requirement by:
50"	8%	7" and under	11%
48"	13%	8" to 13"	18%
45"	20%	14" to 21"	21%
36"	50%	22" to 27"	24%
		28" and over	Call factory

COM/COL Policy DAVIS will inspect all COM/COL as it is received, however DAVIS is not responsible for flaws, defects, and/or color/dye lot variations. It is the customer's responsibility to ensure COM/COL is sent to DAVIS in a timely manner and the required yardage is sent.

Fabric & Leather Davis offers a variety of fabric collections such as please refer to the Davis Fabric & Leather Grade List for all available offerings and grades. The Grade List may be obtained on Davis' web site under the PRICE LIST tab. Davis will not purchase COM fabrics or COL leathers.

Specials Because products are manufactured upon receipt of order, it may be possible to accommodate product modifications. Specials that require alternative woods or new design specifications should be submitted to Customer Service for review. The requirements of the special must meet the manufacturing process of Davis.

Special Finishes Special finishes are available. Please send a sample of the finish color desired and add a formulation charge of \$250 net plus 5% net per item upcharge. Upcharge based on Davis' approval of sample submitted. Please allow two weeks for special finish sample to be submitted by Davis for approval.

Special Veneer Table units shown separately but ordered together will not automatically be assumed that they are going to be used together, therefore; the veneer will not be matched. If separate tops are going to be used together you must submit a drawing of the configuration and specify veneer matching desired. There will be an appropriate upcharge according to the configuration and type of veneer specified. If standard multiple top tables are going to be used in different configurations other than illustrated in the price list, an upcharge may be necessary for non-standard veneer direction. Contact factory and submit drawing for review.

Check List for Ordering Furniture

Many orders are received with incomplete or conflicting information, causing needless correspondence and unnecessary delay.

Before submitting your order, please be sure it includes the following information.

1. Quantity
2. Item Number – refer to each product collection for complete item number sequence
3. Finish Color – wood and metal
4. Fabric pattern, color and application instructions – specify pattern direction and correct side
5. Options – list with each specific product
6. Any specials or revision to standard construction
7. Drawing for all modular seating components
8. Your purchase order number
9. Shipping destination
10. Shipping instructions; if any

Orders should be sent via e-mail, to orders@davis-furniture.com.

Guaranteed Shipping and Handling Program

Program Davis offers an optional guaranteed shipping and handling program. Delivery is via common carrier or Davis Truck. Shipping and handling charges are pre-calculated and prepaid by Davis, and added to the original invoice at the time of shipment. This optional guaranteed shipping and handling program enables the purchaser to determine shipping and handling charges when ordering and provides the purchaser with one invoice for both shipping and handling charges, and the Davis product.

Charges Shipping and handling charges are for normal delivery only and do not include inside delivery, installation, uncartoning or removal of cartons. Additional charges will be determined on a per shipment basis. Should additional charges be incurred by Davis due to delivery issues (non-dock, re-delivery, etc.) after initial billing, the customer may be liable for those additional charges. Please indicate special delivery instructions or problems with your order.

For shipments outside the Continental US, please contact Davis for product, freight and crating information.

Merchandise is shipped FOB High Point, NC, freight prepaid and allowed to one destination. Title of goods changes when merchandise leaves Davis' dock, and any subsequent freight damage and all freight claims are the responsibility of the purchaser or consignee to report to the carrier promptly upon receipt and to settle with the carrier.

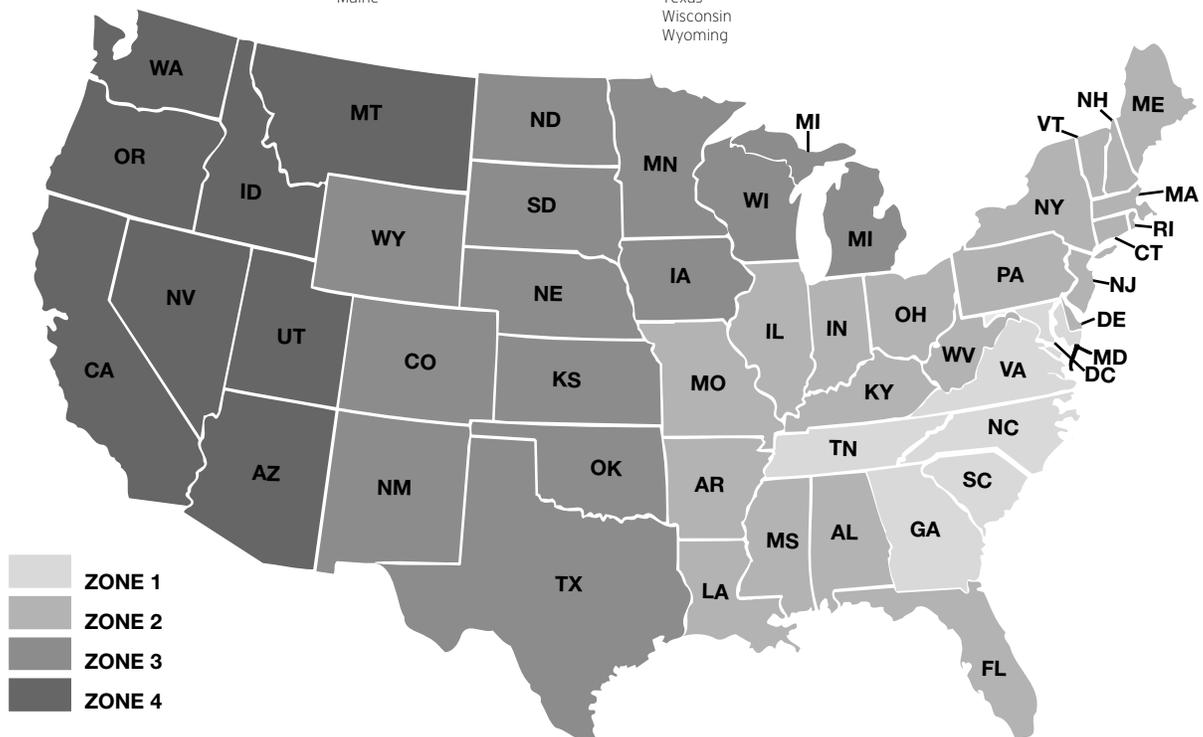
How to Use Unless otherwise noted on your order, Davis will ship "Guaranteed Shipping" and will select the most appropriate carrier and routing on all shipments. If the customer specifies a carrier on their order, freight will ship collect via that carrier.

Davis reserves the right to change or discontinue this program at anytime.

The Continental United States has been divided into four territories. Using the map below, determine the territory of the product's destination. Shipping and handling charges are calculated as a percentage of COM/COL list price based on the following scale:

Zone 1 . . . 3%	Minimum Charge - \$85
Zone 2 . . . 4%	Minimum Charge - \$100
Zone 3 . . . 5%	Minimum Charge - \$120
Zone 4 . . . 6%	Minimum Charge - \$150

Zone 1 - 3%	Zone 2 - 4%	Zone 3 - 5%	Zone 4 - 6%
Georgia Maryland North Carolina South Carolina Tennessee Virginia Washington, D.C.	Alabama Arkansas Connecticut Delaware Florida Illinois Indiana Kentucky Louisiana Massachusetts Maine	Mississippi Missouri New Hampshire New Jersey New York Ohio Pennsylvania Rhode Island Vermont West Virginia	Colorado Iowa Kansas Michigan Minnesota Nebraska New Mexico North Dakota Oklahoma South Dakota Texas Wisconsin Wyoming



Limited Warranty; Limitation of Liability and Damages.

a. Subject to the limitations, exclusions, exceptions, and disclaimers set forth below, Davis (a) warrants its products other than gas cylinders to be free from defects in workmanship and materials for a period of five (5) years after the date of original shipment, and warrants its gas cylinders to be free from defects in workmanship and materials for a period of one (1) year (said periods referred to, as applicable, as the "Warranty Period"), provided the product is used in the manner and under the conditions for which it is designed.

b. This limited warranty shall apply only if (i) Buyer discovers the claimed defect within the Warranty Period; (ii) Buyer notifies Davis in writing of the claimed defect (with details of such defect(s)) within 30 days after first discovery of the claimed defect; (iii) Buyer allows Davis to inspect the good(s) claimed to be defective; and (iv) Davis or its representative confirms the defect in writing to Buyer.

c. This limited warranty extends only to defects in materials and workmanship which occur during "normal use and service" as defined below. "Normal use and service" means that the product will be used in a typical office environment for 40-45 hours per week.

d. Davis offers no warranty, either express or implied, on any fabrics or leathers, and it only warrants that the non-fabric/non-leather portions of upholstered products will be free from defects and upholstery is tailored according to product specifications. Fabrics and leathers may carry warranties from their manufacturer or reseller; Buyer is advised to refer to each such potential warranty. Because every leather/fabric specification is different and application for use must be taken into consideration, Davis shall not be held responsible in any manner for wrong specification of fabric, and Davis does not warrant specified fabric for wear, durability, or light fastness.

e. Davis makes no warranty of any kind with respect to customer's own materials (COM), customer's own leathers (COL), or non-standard materials selected by and/or used at the request of Buyer.

f. Variations in grain, color, marks, scars, texture, and pattern of wood, leather and textiles may occur as a result of nature, dye lot, exposure to light, and aging. Davis makes no warranty with respect to matching of grain, textures, pattern, or colors of such materials, including an exact match to wood chips, color samples, or swatch cards.

g. Only products specifically designated "for outdoor use" by Davis have been approved for outdoor use. The formation of rust and/or corrosion on these products (or other products) due to outdoor use does not constitute a defect in materials or workmanship and is not covered under this limited warranty.

h. This limited warranty shall not apply and shall be void: (i) as to goods that have not been maintained in accordance with instructions or that have been accidentally damaged; (ii) as to any damages or defects to goods attributable in any way to installation, modification, cleaning, mishandling, accident, fire, lightning, other hazards whether natural or man-made, shipment, or repair made by any party other than Davis; (iii) if Buyer or a third party alters, modifies, or repairs the goods in any manner without Davis's prior express written approval; (iv) if, after discovery of a defect, Buyer fails to take prompt and reasonable steps to prevent the defect from becoming more serious; or (v) Buyer or anyone else fails to follow any recommended maintenance or use procedures described in the documentation for the goods.

i. Buyer's sole and exclusive remedy against Davis arising out of or in connection with any claimed defect in any goods during the applicable Warranty Period, whether for apparent or hidden defects or otherwise, whether based upon contract, strict liability, negligence, or otherwise, and whether for personal injury, commercial loss or other monetary loss, or otherwise, shall be, at Davis's sole option and in Davis's sole discretion: (a) the reconditioning, repair, or replacement of such specific individual good as Davis determines in its sole judgment and upon inspection to be defective, provided that Buyer has given written notice to Davis promptly upon detection of the defects claimed, with details of such defects, or (b) the issuance to Buyer of a credit or refund in the amount of the purchase price of such specific individual good. This limited warranty applies only to Buyer.

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Discounts are based from the published and current price list at the time of order.

Best Regards,

A handwritten signature in black ink, appearing to read "J. Rosner". The signature is written in a cursive style with a large initial "J" and "R".

Jeffrey Rosner
Vice President of Sales
Davis Furniture Industries, Inc.