

PALMER HAMILTON DELIVERY AND INSTALLATION PROVISIONS

Whenever delivery and/or installation is performed by Dealer, the following general provisions shall apply:

A. Labor Charges

- Installation will be performed by an authorized Palmer Hamilton dealer and is based on delivery during normal working hours within the authorized Palmer Hamilton dealer's standard service area, utilizing non-union labor.
- Additional labor charges may result from the following, and shall be confirmed to Member in advance:
 - Work performed outside of the normal working hours at Member's request.
- Delivery and Installation outside the standard service area, which is typically outside of a 25-mile radius from a servicing dealer.
- Use of union labor due to trade regulations.
- Installation of, or work in connection with, furniture lighting, HVAC, cabling, wiring, prewired panels, power hook-up and various electrical work.
- Work disruptions due to other trades, unions or subcontractors.

B. Special Markings, Packaging or Handling

- If special markings, packaging, or handling is requested by Member, it may be subject to additional charges.

C. Condition of Job Site

- The job site shall be clean and free of debris prior to installation. Adequate facilities for offloading, staging, moving, and handling of Products shall be provided without charge by Member.

D. Job Site Service

- Electric current, heat, hoisting and/or elevator service, and containers for the disposal of packing materials will be furnished without charge by Member.

E. Storage

- If physical delivery and/or installation are delayed at Member's Designated Location due to the circumstances outside the control of Dealer or Palmer Hamilton, the Products will be stored at Member's expense.
- All charges related to the delay (e.g., storage costs, labor for loading and unloading) will be confirmed to Member by Dealer at the time of the delay. Invoices for Products placed into storage will be sent by Dealer to Member to be paid as if the Products had been delivered as scheduled.
- After the Products arrive at the designated site, safe and adequate storage space will be provided by Member if immediate installation cannot be accomplished. If the space provided is inadequate, requiring excessive sorting or movement, a charge may be applied based upon agreement between Member and Dealer.

F. Assembly

- Dealer's ability to assemble Products shipped knocked down or to attach, affix, or bolt in place movable Products is sometimes dependent on union jurisdictional agreements. If trade regulations in force at the time of installation require the use of union tradesmen or tradesmen other than Dealer's own installation personnel at the site, all resulting additional charges (e.g., the differential between unions or other tradesmen's hourly rate and the non-union hourly rate of Dealer's personnel) will be paid by Member.

G. Damage

- Pursuant to the applicable Incoterm, any loss or damage to the Products by weather, other trades (such as painting or plastering), fire, or other elements shall be the responsibility of Member after the Products are delivered by Dealer; and Member agrees to hold Dealer harmless from loss for such reason. Notwithstanding the foregoing, however, any loss or damage to the Products caused by the Dealer, its employees or subcontractors during installation shall be the responsibility of Dealer.

H. Insurance

- During the term of this Agreement, Dealer and Palmer Hamilton will each maintain all applicable insurance coverage consistent with local insurance requirements and local practices, adequate to meet their liabilities under the Agreement; and Dealer's insurance shall be primary. Insurance certificates are available from Dealer or Palmer Hamilton upon request. Fire, tornado, flood, earthquake, windstorm, and other all risks insurance coverage and other applicable insurance at the site will be the responsibility of Member (including any deductibles thereunder).