



Proposal

Detroit
29550 Hudson Drive
Novi, MI 48377
www.aminteriors.com

Quote Number	36119
Date	04/12/2024
Customer PO No	
Salesperson	Eric Whalls
Project Number	
Terms	NET 15
Page	1 of 6

S Livingston County Info Technology
O 304 E. Grand River Ave
L Suite 101
D Howell, MI 48843
T
O ATTN: Kevin Eggleston
Email: keggleston@livgov.com

I Livingston County Sheriff
N 150 S Highlander Way
S Howell, MI 48843
T
A
L ATTN: Kevin Eggleston
L Email: keggleston@livgov.com
A
T

Three H private office furniture for Livingston County Sheriff's Office. Pricing per the Three H Omnia Partners Cooperative Contract # 07-124

American Interior's Team Members

Sales, Eric Whalls, ewhalls@aminteriors.com

Sales Administrator, Stephanie Tuttle, stuttle@aminteriors.com, 970.531.2053

Project Manager, Amanda Hufferd, ahufferd@aminteriors.com, 248.444.8084

Line	Quantity	Description	Unit Price	Extended Amount
1	3.00 Each	Three H Furniture Systems ARWB182465BLFL-1122--BODY-FRONT-PULL Wardrobe, Single Door, 18 in. wide. 24 in. deep. 65 in. high. Base with levelers. Door, Full. Clothes rod.. Opens left. Standard pull. Locking. Standard laminate and Standard laminate. BODY:TBD FRONT:TBD PULL:TBD Mark Line For: Tag TG: 527552	635.00	1,905.00
2	3.00 Each	Three H Furniture Systems CRAM5814-L00--BODY Accessory, modesty panel, 58L x 14H. Laminate. BODY:TBD Mark Line For: Tag TG: 527552	132.50	397.50
3	3.00 Each	Three H Furniture Systems PSAE7230100-W2SO2200--BODY-TOP-POWDER Height adjustable executive desk, 72 in. long. 30 in. deep. 2 stage, VE. Range 27.5 to 45 in. Max capacity 200 lbs. No modesty. Grommet left corner. 1mm PVC edge. Standard laminate top. Standard laminate body. No. modesty grade. BODY:TBD TOP:TBD POWDER:TBD Mark Line For: Tag TG: 527552	1,822.50	5,467.50
4	3.00 Each	Three H Furniture Systems PSFR6024LF-W3SO22--BODY-TOP Free Standing Return, 60 in. long. 24 in. deep. Left. Full laminate modesty panel. Grommet centered. 1mm PVC edge. Standard laminate top. Standard laminate body. 30 in. high. BODY:TBD TOP:TBD Mark Line For: Tag TG: 527552	507.50	1,522.50

____Initials of Acceptance



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5	3.00 Each	Three H Furniture Systems PSP41618FH-1122--BODY-FRONT-PULL File drawer pedestal, 16 in. wide. 18 in. deep. File drawers. Standard pull. Lock. Standard laminate body. Standard laminate. fronts. 29 in. high. BODY:TBD FRONT:TBD PULL:TBD Mark Line For: Tag TG: 527552	415.00	1,245.00
6	3.00 Each	Three H Furniture Systems PSP51618CH-1122--BODY-FRONT-PULL Box/Box/File Pedestal, 16 in. wide. 18 in. deep. File, box combo. Standard pull. Lock. Standard laminate body. Standard laminate. fronts. 29 in. high. BODY:TBD FRONT:TBD PULL:TBD Mark Line For: Tag TG: 527552	500.00	1,500.00
7	1.00 Each	Installation INSTALLATION LABOR TO DELIVER AND INSTALL 3 SIT TO STAND OFFICES	1,440.00	1,440.00

Order Sub-Total : \$13,477.50

TOTAL ORDER : \$13,477.50

For ACH transactions Remit To

Account Title: American Interiors, Inc.
Account Number: 81677376
Routing Number: 021052053 --ACH ONLY
Bank Address: PNC Bank, N.A.
249 Fifth Ave.
Pittsburgh, PA 15222

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AMERICAN INTERIORS TERMS AND CONDITIONS

The following terms and conditions will apply to all orders.
Any changes to the terms and conditions must be agreed to in writing by both parties.

Prices:

Prices quoted are firm for 7 days from date of proposal. Prices quoted may not include all applicable sales, use, or excise taxes. Such taxes will be added to the invoice at the time of billing.

Payment Terms:

Payment: Payment terms are net 15 days unless otherwise agreed.

- For all orders less than or equal to \$10,000 (before tax), payment is required in full to place the order.
- For all orders less than \$25,000 (before tax), payment is 50% initial deposit and balance due net 15 days from date of substantial completion.
- For all orders greater than \$25,000 (before tax), payments to follow a 50/40/10 payment schedule.
 - o 50% deposit due on receipt of deposit invoice.
 - o 40% Invoiced on manufacturer shipment
 - o 10% Invoiced upon delivery and installation
- Should there be any outstanding punch-list items at project completion, the Buyer can hold up to three (3) times the cost of these items, until the punch-list is complete.
- If a project is delayed by more than 15 days of original scheduled delivery date, by no fault of Seller, the Customer agrees to pay 100% of the total contract price, excluding delivery and installation within 1 week of the original delivery date.

A monthly service charge of 1 1/2% per month (18% per annum) will apply to all delinquent payments and will be added to the outstanding balance. Deliveries are to be paid for upon presentation of invoices covering each delivery. Substantial completion is the date when the work covered by this agreement is sufficiently complete that the buyer can occupy the project work area or designated portion thereof for the use it is intended.

Application of Payments

Payments received by the Seller from the Purchaser shall be applied first to any outstanding accrued finance charges, and then to the oldest outstanding invoices, unless otherwise designated or directed by the Seller.

All Buyer's Own Materials (C.O.M.) must be paid for 100% in advance.

If Seller requests product ship direct to site and the site conditions are not ready, the Buyer will pay for rerouting, storage, and handling. Unless Special conditions exist the fee for storage and handling for the first month is 4% of the purchase price. This is a minimum fee for the first day and covers the first month or any part of that month. The fee covers the Seller's cost for receiving, storage and redelivery of the product during normal business hours. Each additional month of storage is 2% of the purchase price of the product. Additionally, if storage is required, the Buyer hereby agrees to pay the invoice in full for the merchandise. Terms are 15 days of the invoice date. Labor will be billed at the time of installation. Storage will be invoiced monthly.

Payment may only be withheld for merchandise invoiced, but either conditionally accepted by Buyer with Seller's written consent or rejected by Buyer because of damage or non-conformance, until Seller remedies the situation. Payment may not otherwise be withheld. Buyer is responsible for Seller's costs, including reasonable actual attorney fees, incurred in the enforcement of payment terms.

The first 30 days of product storage is free to the Buyer only in the case the product is going to the warehouse.

The security of all merchandise delivered to the project site is the responsibility of the Buyer. The Buyer shall be responsible for providing security against loss or damage for the materials, furniture, furnishings, and equipment stored on the project premises between the dates of delivery and final acceptance by the Buyer. Arrangements for such security must be satisfactory to the Seller.

Concealed Damage Goods:

In the event of delays, the Buyer is responsible for concealed damage of product stored longer than 10 days. The Seller can un-carton and inspect each item at the Buyer's request for a fee of 4% of the purchase price of the product.

Delivery and Installation:

All job sites shall be clean, clear, and free of debris prior to installation. The flooring, ceiling, and painted walls need to be complete for furniture installation to commence. Additional charges may apply if installation site criteria as noted above are not met. Any damage done during installation due to other trades in the building is the responsibility of the Buyer.

Electric current, heat, light, hoisting and/or elevator service will be furnished without charge to Seller. Adequate facilities for off-loading, staging, and handling of merchandise shall be provided by the Buyer.

Delivery and installation will be during normal working hours, Mon-Fri, 8:00 am to 5:00 pm unless proposed otherwise in writing. Additional labor costs resulting from overtime work performed at the Buyer's request will be passed on to the Buyer. Seller is responsible for proper installation of all furniture in accordance with the drawings, plans, and construction/installation schedule Buyer has provided to Seller. A Seller's ability to erect, assemble, install, permanently attach, or bolt in place movable furniture is dependent upon agreements made by trade unions at the job site. If applicable trade regulations at the time of installation require employing tradesmen to complete the installation, the Buyer will pay the cost. Delays or damage due to site conditions at the time of delivery are the sole responsibility of the Buyer. Delivered Goods - Goods delivered and brought onto the job site as scheduled shall be inspected by the Buyer or his agent for damage and count verification. If the Buyer or his designated agent is not available at the time of delivery the Buyer will accept Seller's count verification as accurate and final. After delivery of merchandise by Seller to Buyer, all risk of loss or damage shall pass to Buyer, including, but not limited to, any loss or damage by weather, other trades such as painting or plastering, telephone installation, fire or other elements and Buyer agrees to hold Seller harmless from loss from such reasons.

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Delays

Prices quoted are based on delivery and invoicing of merchandise as available in whole or in part on or after scheduled delivery date. Should Buyer be unable to receive merchandise as agreed, merchandise available for delivery will be invoiced and payment is due in accordance with this agreement. If Buyer is unable or unwilling to receive product at the shipping site on the mutually agreed upon delivery date, product will be deemed delivered and will be invoiced as if delivered, the furnishings will be stored until installation can be resumed and will be considered accepted by the buyer for the purpose of payment.

If the job site is not ready on a mutually agreed upon date, Buyer assumes all risk of loss of delivered/stored product and shall not be released from any obligation under this agreement due to product's loss, damage, or disrepair following delivery/storage and installation unless such loss, damage or disrepair results from the actions or inactions of Seller's or Seller's employees, agents, or contractors. If special packaging, handling, demurrage, or storage at other than Seller's warehouse is required that is not provided in the specifications, any additional transfer and storage charges incurred shall be paid by the Buyer.

The Buyer is responsible for notifying the Seller of any project delays so communication can take place with manufactures on extending ship dates to avoid storage fees. The Seller will only be able to accomplish this with manufactures approval.

Storage and Handling Charges

Buyer agrees that the premises for the delivery and installation of the products will be available not later than the end of the applicable Lead Time (defined as the period of time, expressed in weeks, between the date the order is placed and accepted by the relevant manufacturer and the date the manufacturer commits to ship the Products). Provided the products are not delivered prior to the end of the applicable Lead Time, if the premises for delivery and installation are not available, Seller will endeavor to work within the constraints imposed, and will try to accommodate the Buyer's schedule as best as possible. In the event no reasonable alternative is found, Buyer will provide safe and adequate storage space. If the storage space provided is not conveniently located to the installation site or in some other way necessitates excess handling, Buyer agrees to pay Seller's handling charges. If the products must be stored offsite or at Seller's facility, Buyer agrees to pay Seller's handling charges, storage charges and transportation charges.

If the product must be moved from or within the site due to the progress of other trades, or other reasons attributable to Buyer, Seller will provide reasonable accommodation. Should the progress of other trades or reasons attributable to Buyer necessitate excessive movement of product by Seller, Buyer agrees to pay Seller's handling charges.

Invoicing

Direct shipments from manufacturers to the Buyer will be invoiced upon shipment from the manufacturer. Terms are 15 days of the invoice date. The Buyer is responsible for off-load, installation, inspection of concealed damage and any freight claims direct with the carrier. Services not related to purchase of product, unless otherwise negotiated, will be invoiced after the services are substantially completed, as determined by the Seller.

Taxes

Buyer shall pay all required taxes incurred as the result of the purchase of the Products, including but not limited to local, state and federal use and sales taxes, excise or transfer taxes. If buyer claims to be tax exempt, a completed certificate of resale or tax-exempt certificate shall be supplied by Buyer in a form acceptable to Seller and any applicable taxing authorities upon acceptance of the proposal.

Liability

No liability shall accrue against Seller because of any breach of these terms and conditions resulting from any work stoppage, act of God, unauthorized delays by the manufacturer, or other delay beyond Seller's control.

Freight

Unless otherwise noted, all applicable freight charges may not be included in the price quotation and will be invoiced as a separate line item.

Warranties

SELLER MAKES NO WARRANTIES OF PRODUCT SOLD HEREUNDER WHATSOEVER, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY THAT THE FURNITURE IS FIT FOR ANY PARTICULAR PURPOSE. SELLER AGREES TO ACT AS BUYER'S AGENT IN AN EVENT OF CLAIMS OF DEFECTIVE MATERIALS OR WORKMANSHIP THAT MAY BE MADE WITHIN THE WARRANTY PERIOD STATED BY THE MANUFACTURER, SUPPLIER, OR FABRICATOR. ANY WARRANTY IS BASED SOLELY AT THE DISCRETION OF THE MANUFACTURER. THE BUYER SHALL RELY EXCLUSIVELY UPON ANY WARRANTIES PROVIDED BY THE MANUFACTURER, SUPPLIER, OR FABRICATOR OF ALL PRODUCTS SOLD HEREUNDER. IF THE SELLER IS ASKED TO PERFORM WARRANTY WORK AND IT IS SUBSEQUENTLY DETERMINED THAT THE FURNITURE IS NOT COVERED BY ANY WARRANTY, BUYER WILL BE CHARGED FOR THE SERVICE AT THEN CURRENT RATE.

Force Majeure

Upon the occurrence of an event constituting Force Majeure, the obligations of the Seller under this agreement will be excused for the period of the delay. "Force Majeure" shall mean: an act of God, act of terrorism, war, disease, riot, explosion, accident, flood or sabotage; lack of or inability to obtain adequate fuel, shipping disruption, power, raw materials, labor, or transportation facilities; supply chain disruption and excessive demand for any products over the supply available to or the manufacturing capacity of the manufacturer; any interruption for any reason in the manufactured of the products, including breakage or failure of machinery or apparatus; labor problems, strike, lockout or injunction; pandemic; delays in shipment or customs clearance; or any other event beyond the reasonable control of Seller.

Title

Seller retains title to all goods until Buyer has performed all its obligations under this agreement and the purchase price of the goods and related services has been fully paid to the Seller.

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Leadtime

Due to the fluid nature of production, lead-times must be those existing at the time of order. The Seller may not be held accountable for any delays due to manufacturing.

Cancellation

It is understood that the products covered by this quotation are to be specially ordered by Seller to meet Buyer's particular specifications. For this reason, upon order placement and acceptance by the relevant manufacturer, orders cannot be cancelled or returned following order placement.

Media Release

Seller may request consent from Buyer to photograph project from installation through final stages of completion for project management, training, punch management and marketing purposes.

Miscellaneous

Terms and conditions as set forth herein may be altered only upon the written approval of both the Customer and the Seller. By acceptance of this Agreement, Customer acknowledges receipt of a duly executed duplicate copy of this Agreement.

Accepted By: _____

Date: _____

Printed Name: _____

Customer PO#: _____

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A 3% credit card convenience fee will be applied