

## Sample Business Purchase Agreement

**A signature is required for these terms and conditions to apply to your purchases of Room & Board furniture. A list of warrantied commercial furniture is available by request. Please [contact us](#) for more information or to join our program and sign the agreement.**

The terms and conditions herein set forth below shall apply to purchases made by the above-named person or entity ("You" or "Customer") from Room & Board for Business, a division of Room & Board, Inc. ("Room & Board"), on or after the above date listed above. The terms and conditions of your purchases are stated in this letter agreement. Nothing contained in your offer, purchase order, or delivery documents will be deemed to add to, modify, supersede or otherwise alter the terms and conditions contained herein unless specifically agreed to in writing by an authorized representative of Room & Board.

### **Product Characteristics and Care:**

- All products are not specifically designed for commercial applications and may not be suitable for use in all commercial environments.
- Upholstery complies with California's Technical Bulletin -117-2013 Flammability Code. Orders for commercial grade foam and compliance with California's Technical Bulletin -133 must be specially requested and will result in subsequent testing, additional lead times and additional cost.
- Customer is responsible for maintaining product according to the applicable Room & Board Care Brochure. Failure to do so will result in the cancellation of all warranties, including any warranty for manufacturer defects. Please consult the Room & Board Care Brochure for all details surrounding care and maintenance.

**Limited Warranty and Service:** Room & Board warrants to Customer that all products identified within our Curated Commercial Offer in Exhibit B, under normal commercial use, will be free from defects in materials or workmanship for a period of five (5) years for Seating and Outdoor product categories and ten (10) years for Office, Tables, Storage and Bed product categories as provided herein; provided, that Products purchased for use in a restaurant or other commercial environment will be subject to a ninety (90) day limited warranty if our Curated Commercial Offer options have not been selected. The limited warranty shall commence on Delivery, as defined herein. Room & Board's obligation under, and your sole and exclusive remedy for breach of, the foregoing warranty is limited to repair or replacement, at Room & Board's option, of any product which within ninety (90) days, five (5) years or ten (10) years, as the case may be, after Delivery can be demonstrated to Room & Board's satisfaction to have been defective. This warranty shall not apply to any product which, in the sole judgment of Room & Board, has been subjected to excessive wear and tear, misuse, negligence or accident, or your failure to maintain the product according to the applicable Room & Board Care Brochure. You must obtain a written authorization from Room & Board prior to returning product to Room & Board. Room & Board disclaims any express warranty not provided herein and any implied warranty, guaranty or representation as to performance, quality, absence of hidden defects or otherwise and any remedy for breach of contract which but for this provision, might arise by implication, operation of law, custom of trade or course of dealing, including implied warranties of merchantability and fitness for a particular purpose. In no event shall Room & Board be liable to you or any third party for any special, indirect, incidental or consequential losses or damages, even if Room & Board has been advised of the possibility of such potential loss or damage. In no event shall Room & Board's aggregate liability to you or any third party, regardless of the theory of liability, with respect to these terms and conditions and the products purchased hereunder, exceed the purchase price you paid for the product(s) that give rise to liability on the part of Room & Board.

**Delivery:** When Room & Board ships product with a truck owned, operated, or used by Room & Board, or a third-party common carrier engaged by Room & Board for delivery of products, delivery shall occur when the product arrives at your shipping address. When you pick up the product from Room & Board or other place designated by Room & Board, delivery of the product shall occur when you take possession of the product. When you engage a third-party common carrier for delivery of a product to you, delivery of the product shall occur when the product is placed with your common carrier (any of the foregoing constituting "Delivery"). Title to the product will pass to you upon such Delivery. You shall assume all risk and liability for loss, damage or destruction of the product after Delivery, regardless of whether shipment is arranged by you or Room & Board.

**Returns/Exchanges:** Returns of product for refunds and exchanges of product may be accepted within ninety (90) days from the date of delivery. You must obtain a written authorization from Room & Board prior to returning product to Room & Board. Upon return to Room & Board, product will be reviewed and assessed for wear or damage. Assessments will be communicated prior to any refund issuance. A restocking fee of 30% will apply to all cancellations, returns of quantity, and/or special-order items unless otherwise agreed in writing by Room & Board. Product must be received in the original condition. Additional fees may apply and will depend on final assessment of products. Room & Board cannot accept returns or exchanges on products that have been changed or modified.

**Payment:** Approval by Room & Board must be granted and maintained for any extension of credit ("Payment Terms"). If Payment Terms are granted, a deposit may still be required, all outstanding balances must be paid within 30 days of Delivery as defined below. Specific payment terms will be noted on exhibit A. Room & Board reserves the right to charge interest on any overdue amounts and at a rate of one- and one-half percent (1 1/2%) per month or such other lower interest rate as mandated by applicable law. Customer agrees to reimburse Room & Board for any and all costs and expenses, including reasonable attorneys' fees, incurred by Room & Board in collection of any amounts you owe.

For orders without Payment Terms: a 50 % deposit is required to place the order. The balance is due prior to Delivery.

Any applicable taxes will be added to product prices.

Room & Board retains, and you hereby grant, a security interest in the product until Room & Board has received payment in full for such product. You agree that this letter agreement may be filed by Room & Board as a financing statement to perfect or file its security interest in the product. You agree to take such actions and execute such documents as may be reasonably requested by Room & Board to secure, perfect or file its security interest in the product.

If you require an invoice with reference to your PO or other required information, please contact us for special arrangements.  
Payments must be sent to the following address: Room & Board - 4600 Olson Memorial Highway - Minneapolis, MN 55422. Please email [business@roomandboard.com](mailto:business@roomandboard.com) to arrange a wire or ACH payment.

**Miscellaneous:** This letter agreement and the terms and conditions of your purchase from Room & Board shall be governed by and construed in accordance with the laws of the State of Minnesota, USA without regard for its conflicts of laws provisions. The parties specifically disclaim application of the United Nations Convention on the International Sale of Goods, 1980. The parties expressly consent to the exclusive jurisdiction of and venue in the courts of Hennepin County, Minnesota, USA for the resolution of any disputes arising hereunder. Room & Board reserves the right to change or modify the terms and conditions contained in these terms and conditions on thirty (30) days' prior written notice to Customer, provided such change or modification is only effective for purchase orders and products ordered on or after the effective date of such written notice.

By signing below, you acknowledge your acceptance of these terms and conditions and the receipt of the Room & Board Care Brochure for all orders placed with Room & Board on or after the date first set forth above.

Thank you so much for your time and interest in Room & Board.

Sincerely,  
Room & Board for Business

By: \_\_\_\_\_  
Room & Board Representative

Date: \_\_\_\_\_

Accepted and agreed to:  
CUSTOMER

By: \_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(Print name of person signing on behalf of Customer)  
\_\_\_\_\_  
(Title of person signing on behalf of Customer)

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Customer name, if Customer is an entity)  
\_\_\_\_\_  
(Customer address)

Customer code: