

Terms and Conditions

Exhibit A

CONTACT INFORMATION

Please contact Sauder Worship Seating® with questions or for assistance.

Sauder Worship Seating
930 W. Barre Rd., P.O. Box 230
Archbold, OH 43502-0230
Phone 800.537.1530 | Fax 419.446.4945
sauderworship.com

Sauder Worship Seating is a brand of Sauder® Manufacturing Co.

DEFINITIONS

Company means Sauder® Manufacturing Co., its servants, employees, and agents and includes Sauder® Manufacturing Co; Sauder Worship Seating®; Sauder Education®; Wieland; Butler Human Services®; and any affiliated, predecessor or successor entities.

GENERAL TERMS

EXCLUSIVE CONTRACT TERMS

These Terms and Conditions shall be deemed incorporated as a part of every contract to purchase goods from the Company. By entering into a purchase contract with the Company and accepting delivery of the goods, Purchaser agrees that these Terms and Conditions are the sole and exclusive statement of all such terms and conditions, that the contract is limited to these terms and conditions, and that any different or additional terms and conditions proposed by Purchaser are objected to and shall not become a part of the contract unless expressly accepted by Company in writing.

AUTHORIZED DEALERS

Possession of these terms and conditions, product information and/or price list does not imply the right to purchase products illustrated and priced therein. Sales are confined to accounts with credit approval only. A minimum of 30 percent down payment is required on all orders until credit is established.

APPLICABLE LAW

~~The Contract shall be governed by the substantive laws of the State of Ohio. The sole and exclusive jurisdiction and venue for the enforcement of any rights or obligations relating to the contract or the goods shall be in the Fulton County, Ohio Court of Common Pleas or the United States District Court for the Northern District of Ohio, and the parties consent to the jurisdiction of these courts as a part of this transaction.~~ The Company shall be entitled to recover its reasonable attorney's fees, costs and expenses in connection with any action taken by Company to enforce the contract (including these Terms and Conditions).

GOVERNMENT REGULATIONS

Customer shall comply with all applicable governmental laws, codes, and regulations, including building and fire codes applicable to this purchase and including design, type of material and installation arrangements thereof.

PRICES & PAYMENT TERMS

PRICES

Published prices are list, FOB destination, per zone destination. Prices do not account for special delivery situations including the following, which are the responsibility of the Purchaser:

- Dedicated delivery appointments
- Lift gate
- Multiple drops on site per shipment
- Multiple shipments per order (that could be accommodated

by one delivery)

- Charges for cartons, packaging, and crating, beyond the normal Company shipping methods
- Storage or insurance claims
- Sales and other taxes
- Local delivery, uncrating, and installation (if applicable)

Prices on Order Acknowledgements are net. Company reserves the right to change prices prior to Order Acknowledgement without notice. Company reserves the right to increase prices by one-half percent per month, or any part thereof, if Purchaser delays delivery of the furniture in excess of 12 weeks beyond the approximate delivery time specified on the original order.

PERFORMANCE BONDS

If a bond is required, the cost shall be 1% of the total Contract. If a bond is not specifically listed on the Contract it is not included. If a bond is purchased, the bond will only cover substantial completion of the project plus one year of the warranty period.

TAXES

All sales are subject to sales tax unless a valid sales tax exemption certificate or resale certificate for the ship-to state accompanies the order.

INVOICING

Product will be invoiced at the time of shipment, or as designated by the Order Acknowledgment. If a partial order is shipped and a back order is created, Purchaser will be invoiced for the portion that shipped.

TERMS OF PAYMENT, SECURITY INTEREST AND LIEN RIGHTS

Credit will be established based upon Company's determination of credit worthiness. ~~A deposit or prepayment may be required on certain accounts after credit review. Credit terms are 30 days~~ net from date of invoice and/or as designated by the Order Acknowledgement. Company may cancel or change credit terms at its discretion and may request advance payment at any time. No order will be released for production without a credit approval from the Credit Department. Company may at its option, and without notice, raise or allow charges in excess of any credit limit granted. Purchaser understands and agrees that (the Purchaser) is responsible for all charges on the account. All payments due to Company shall be paid without any set-off or claim.

Payment terms as per Williamson County Terms & Conditions attached as Exhibit "B".

~~Purchaser agrees to pay a service charge of 1.5 percent per month or as allowed by law on all past due accounts.~~ A past due account is an account that remains unpaid for more than 30 days. Until such time that an account and/or an order is paid in full to the Company, Company shall retain a security interest in and lien on all materials, merchandise, furnishings, and/or goods manufactured, provided, delivered or otherwise on said account and/or order. Company reserves and may exercise any and all rights and remedies with respect to said materials, merchandise, furnishings, and/or goods against the Customer and/or any individual or entity in possession of or claiming an interest in said materials, merchandise, furnishings and/or goods, including but not limited to demanding assembly of the goods at the direction of Company, re-taking possession and selling and applying proceeds of any sale toward the account, and/or filing suit. All charges are payable according to these terms and conditions unless otherwise prearranged and agreed to in writing by Company.

Past due accounts are as per Williamson County Terms & Conditions attached as Exhibit "B".

TITLE & RISK

Title to all goods shall pass from Company to Purchaser upon Company's receipt of payment in full under this Contract or any change thereof.

Initials _____ Date _____

Terms and Conditions

Risk of loss or damage to the goods becomes the responsibility of Purchaser upon delivery. Unless otherwise specified in writing, Company will determine the method of shipment and carrier. If products are shipped via Purchaser's choice of carrier, Company is not responsible for damage in shipment.

Purchaser will insure the goods against all insurable risks in the name of Purchaser and also in the name of Sauder Manufacturing Co. as the unpaid vendor for their full insurable value.

ORDERING & LEAD TIME

ORDERING

A signed purchase order or contract received via mail, fax or email is required before an order is processed. In addition, credit applications, credit references and/or advance payments may be required for newly established accounts. Orders are not scheduled in production, nor materials purchased, until all details are received.

ORDER ACKNOWLEDGEMENT

Orders are not binding until the Order Acknowledgement is delivered. Any error or discrepancy on the Order Acknowledgement must be reported to Company in writing within 3 working days from the receipt of the Order Acknowledgement. All modifications to the Order Acknowledgement must be reconfirmed and signed by Company and Purchaser. Cashing a down payment check does not constitute acceptance.

CHANGE ORDERS

The order as shown on the Order Acknowledgement can be modified only by a written communication or reconfirmation signed by Company and Purchaser.

Company may, at its discretion, accept reasonable change orders with the following conditions:

- The request for change must be submitted in writing and received before order specific parts have been purchased and/or the manufacturing process has begun.
- Changes may be subject to additional charges for material, labor, restocking, and administrative costs.
- Changes may result in an extended delivery date.

CANCELLATIONS

Any deposit made with respect to the order is non-refundable. Company reserves the right to cancel any order, with notice to Purchaser, due to breach of obligation or contract. Additionally, if an order is cancelled after order specific materials have been purchased and/or production has started, Purchaser will be responsible for the cost associated with those materials or production. Any Customer's Own Material (COM) supplied will be returned "as-is". This applies to any fabric that has been cut, wood parts with a finish applied, and all laminates. A cancellation or restocking charge of 1/3 of the net sale is applicable on orders cancelled.

LEAD TIME

Lead times will vary based on specifications chosen and available manufacturing capability. Consult your authorized sales representative or the home office when placing your order to determine estimated ship date.

DRAWINGS

The drawing(s) are a key component in determining final quantities and layouts for goods requiring installation. The Final Signed Drawing shall be considered a legal and binding part of the Contract. Changes to the Final Signed Drawing can only be made through written communication to Company or reconfirmation signed by Company and Purchaser. Changes requested may incur additional costs and/or delivery delays.

CUSTOM PRODUCTS AND MATERIALS

All nonstandard designs and materials are subject to a surcharge; contact Company for approval and pricing. The use of nonstandard designs and/or materials may cause extended delivery times and reduced warranty coverage.

- Within our standard offering, an upcharge may be applied if a premium pattern or finish is selected. This may also cause extended lead times.
- Standard laminates other than Formica™, Nevamar™, Pionite™, and WilsonArt™ result in a 5% list up-charge per item. Premium patterns and finishes will require an additional upcharge and extended lead times.

CUSTOMER'S OWN MATERIAL (COM)

Please contact Company on all COM fabrics. A sample of the COM fabric is required to be submitted to Company for approval and yardage estimate prior to placing an order. The sample should be large enough to indicate a repeat if applicable.

Yardage requirements will be calculated based on a variety of factors including roll width, pattern matching and direction. If a fabric is directional, it will be applied vertically unless specific instructions are given to the contrary. If a horizontal application is desired, please inform Company as additional yardage or special production techniques may be required. At Purchaser's request, Company may, in its discretion, for non-Company program fabrics handle the purchase of the COM fabric for a charge of 20 percent of the fabric list price.

Company reserves the right of preliminary approval for all COM prior to order acceptance. Even after such preliminary approval, Company reserves the right to reject COM if, upon physical inspection of the material, it proves unacceptable for use on Company products. When COM is accepted, Company assumes no responsibility for appearance, durability, color fastness, or any other quality after it is upholstered on a Company product.

Orders with COM are not scheduled into production until all materials are received and inspected. *Refer to the checklist to ensure the proper handling of COM fabrics.* If partial shipment entry is required, indicate on purchase order, or forward orders with standard products and COM products on separate purchase orders. Shipping address:

Sauder Manufacturing Co.
C/O Sauder Worship Seating
10785 Rose Avenue
New Haven, IN 46774-9246

PRODUCT DESIGN, COMPLIANCE & SAFETY

PRODUCT DESIGN

Company reserves the right to make changes in design and construction or discontinue products without prior notice.

COMPLIANCE

Products offered by Company do comply with the requirements of local, state and national fire codes. The products offered as a base are manufactured with resilient filling materials and textiles in compliance with California Technical Bulletin TB117-2013.

Initials _____

Date _____

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However, any verification of compliance of COM materials with TB117-2013 is the responsibility of the person specifying the COM material.

Many of the products offered, if ordered or specified to comply with CA. TB133, can be produced to comply with this standard. See Price Book for CA. TB133 product availability and any additional item upcharge. Additional fabric may be required to comply with CA. TB133, please contact Company for yardage requirements.

CALIFORNIA AIR RESOURCES BOARD (CARB) COMP.

Products offered do comply with the Air Toxic Control Measure (ATCM) 93120 Phase 2, from the State of California.

GREENGUARD® CERTIFICATION

Company has achieved GREENGUARD® Certification. GREENGUARD certified products are certified to meet GREENGUARD standards for low chemical emissions into indoor air during product usage. For more information, visit <https://spot.ulprospector.com/en/na/BuiltEnvironment> or contact Company for a complete list of all our certified products.



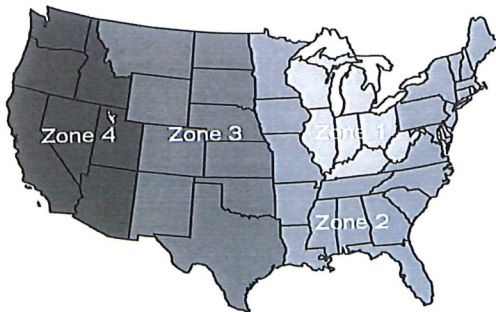
SAFETY

Company does not warrant that row identification lighting for Auditorium Seating supplied by is suitable for illuminating stairs and/or trip hazards. Purchaser acknowledges that it will indemnify Company against any claims that may be made against it, arising out of Purchaser's reliance upon row identification lighting for illuminating stairs and/or trip hazards.

FREIGHT & DELIVERY

FREIGHT

Unless otherwise arranged in writing, all Company shipments are made on a site-to-site basis (back of trailer). Unless otherwise specified in writing, we will determine the method of shipment and carrier. All weights and dimensions provided in product literature are approximate. See map below for zone identification within the continental United States. Contact your authorized sales representative for pricing in Alaska, Hawaii and outside the United States.



	0-10 lbs	11-20 lbs	21-50 lbs	51-100 lbs	101-199 lbs
ZONE 1	\$20	\$40	\$60	\$80	\$100
ZONE 2	\$25	\$50	\$75	\$100	\$125
ZONE 3	\$30	\$60	\$90	\$120	\$150
ZONE 4	\$35	\$70	\$105	\$140	\$175

Shipping and handling prices are net.

MINIMUM SHIPPING AND HANDLING CHARGE

Orders that weigh less than 200 lb. will require an additional shipping and handling charge. See the chart to determine the net charge based on total order weight.

BUILDING ACCESS

Facilities must be ready to receive furniture. All construction must be complete before we can start delivery and installation. There must be free and clear easy access to the building where the furniture will be installed. Rooms, hallways, lobby, and entrance way must be empty and free and clear of all obstructions. All buildings with 3 or more floors must have working elevators free and clear of all obstructions and dedicated for the sole use of our installers during our installation. If upon arrival for delivery and installation, the conditions described in this paragraph are not met, the installation will not be started.

DELIVERY

Company shall not be liable for delays in delivery of furniture caused by fire, strikes, weather or from causes beyond its control.

An on-site delivery date will be established once all details needed for production and installation (if applicable) have been received. Delivery of Goods may be separate from commencement of installation.

The delivery price submitted is based on the understanding that there shall be appropriate access to the site free of any hindrance whatsoever, timely access to the site and adequate space to unload the Goods. In the event that the site is not fully ready as described previously at the time of delivery, Company reserves the right to charge and collect additional fees to cover any additional costs incurred. These charges include but not limited to the following: delivery appointment, consolidation of shipment, lift gate, multiple stops, special packaging, dedicated truck, expedited shipment, greater than two hour unload time, box truck required, residential shipment.

The goods may arrive in cardboard boxes. Unless otherwise specified, it is the Purchaser's responsibility to arrange for the disposal of the boxes.

STORAGE FEES

If Goods are ready for shipment according to the terms of the Order Acknowledgement or subsequent change order, and Customer cannot receive as stated, the Goods may, at our discretion, be shipped to storage facilities, or put in storage at Purchaser's expense. Company reserves the right to deny storage of the Goods due to lack of available space. Storage fees are 2% of purchase price per month. These charges can, at Company's option, be added to the order total amount due or invoiced separately and issued monthly. If invoiced separately, it is required to be paid before shipment. All risk of damage, destruction, theft or loss while in storage shall be the responsibility of Purchaser.

Initials _____ Date _____

Terms and Conditions

INSTALLATION

Purchaser accepts responsibility for the safety of all persons except Company representatives on the premises where Company performs delivery and/or installation and, accordingly, Purchaser shall also defend and save Company harmless from all claims from persons injured on the premises where delivery and/or installation is performed.

The installation contract price is based upon full building and location access and readiness for installation to begin upon on-site delivery. The space must be climate controlled, not affect by outside weather conditions, permanent utilities must be operational and carpet and/or any flooring must be complete. In addition, any of the other contractors must not interfere with the unloading, staging or installation process including any overhead electrical, lighting or painting projects or any other work that would interfere with the placement of the furniture into its permanent locations. Failure to have the site ready for installation may result in additional cost to the Purchaser not previously shown on the contract. These additional costs may include, but are not limited to, additional handling charges, insurance, down-time (which includes additional labor, lodging and meals), and/or any other proper expense incurred by the Company. If site conditions cause a substantial delay, the installer may leave the job site, installation will be rescheduled and Purchaser will be responsible for the return fee for the installation crew.

FLOOR CONDITION REQUIREMENTS FOR PRODUCT ANCHORING

Concrete Floor Criteria:

- Concrete is to be a minimum of 3000 PSI compressive strength (28 day) and have a density of not less than 150 lb. per cubic foot
- Surface shall be smooth and flat to within a maximum of $\pm 1/8$ " over 60" measured with a straight edge.
- Risers shall be plumb to $\pm 1/8$ over 60"
- Floor mounted seating will require 3" thick concrete with minimum $1 \frac{3}{4}$ " impediment free anchor installation zones at mounting locations
- Riser mounted seating will require minimum 4" thick concrete with minimum $2 \frac{1}{2}$ " impediment free anchor installation zones at mounting locations

Wood Floor Criteria:

- One piece or composite structural ply floor of $1 \frac{1}{2}$ " thickness

Enumeration of Documents:

Exhibit A: Sauder Manufacturing Co. Terms & Conditions

Exhibit B: Williamson County Terms & Conditions

Exhibit C: Williamson County Purchase Order

Exhibit D: Sauder Mfg. Co. Quote# 61618

Exhibit E: BuyBoard Contract 584-19

This Agreement is subject to the terms of the Sauder Manufacturing Co., Terms & Conditions, which is attached hereto as Exhibit A and incorporated into this Agreement. Exhibit B, Williamson County Terms & Conditions will govern inconsistent terms.

Sauder Manufacturing Co.

Signature: Chelsea Roth Title: Sales Development Supervisor Date: 11/20/2020

RETURNS & CLAIMS

RETURNS

No merchandise may be returned to Company without prior written consent from Company, and any returns must be in accordance Company's shipping instructions. If approved, returns for reasons other than valid warranty claims will be subject to shipping and handling charges, and must be made, FOB the Company. In addition, restoration and restocking charges may be charged to Purchaser.

DAMAGE CLAIMS

Freight terms are F.O.B. destination. Risk of loss, damage or destruction from and after delivery is the responsibility of Purchaser, it being agreed and understood that loss, damage or destruction of goods from and after delivery does not relieve Purchaser of its payment obligations to Company.

Purchaser is advised to inspect the shipment and note any damage on the bill of lading. Notification of damage discovered after delivery must be given to Company within 10 days immediately following delivery.

When products are shipped via Purchaser's choice of carrier, Company is not responsible for damage in shipment. Purchaser should carefully inspect all items at time of delivery and note any obvious damage on the delivery receipt. For Purchaser's protection, such obvious or subsequently discovered concealed damage must be reported in writing to the carrier in accordance with applicable regulations and time limits. Company does not assume any responsibility for damage that occurs during storage.

OTHER CLAIMS

All claims against Company other than valid warranty claims, including claims for shortages and errors, must be made in writing within 10 days after delivery. The facts on which the claim is based must be directed in writing to the Warranty Service Coordinator. Failure to make any such claim against terms and conditions to Company within such 10-day period shall constitute acceptance of the merchandise and waiver of any such shortages, errors, or other claims of any type or nature. The cost of field repairs or adjustments performed by any non-Company personnel will not be reimbursed unless previously authorized in writing by Company.

CONSEQUENTIAL LOSS

Under no circumstances shall Company be liable to any party hereto or any third-party for any special, indirect, punitive, incidental or consequential damages or loss (including lost profits, loss of use, damage to goodwill or loss of business) in connection with or in any way related to the agreement between the parties.

Williamson County

Signature _____ Title _____ Date _____



Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

WILLIAMSON COUNTY PURCHASE ORDER TERMS AND CONDITIONS (revised January 2019)

ACCEPTANCE: Vendor's written acceptance, commencement of work, shipment or partial delivery of any item or service called for shall constitute acceptance by the Vendor of this Purchase Order and its Terms and Conditions.

ASSIGNMENT: Vendor shall not sell, assign, transfer or convey this order, in whole or in part. No change of the vendor will be recognized until such change is approved by Commissioners Court.

BOYCOTTING ISRAEL: By accepting this purchase order, the Vendor (Professional or other applicable term defining the contracting party) verifies that it does not boycott Israel and agrees that during the term of this Agreement will not boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

CHANGES: No changes may be made to this order without written authorization of the Purchasing Department.

COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes that may be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.

DEFAULT OF VENDOR: In case of default of the vendor, the County may procure the articles or services from other sources and charge the vendor as liquidated damages any excess cost or damaged occasioned thereby.

DESCRIPTION OF SUPPLIES: Any catalog or manufacturer's reference used in describing any item is merely descriptive and not restrictive, unless otherwise noted, and is used to indicate type and quality of material. The term "Or Equal," if used, identifies commercially produced items which have the essential performance and salient characteristics of the brand name stated in the item description. Vendor certifies that any substitute brand supplied hereunder matches the performance and salient characteristics of the item called for and agrees to replace it in the event it does not conform. All supplies or equipment shall be the latest improved new model meeting specifications in current production at the time of delivery and shall be delivered completely assembled, adjusted, serviced, and ready for use. Vendor warrants that all applicable Patents and Copyrights which may exist on items sold hereunder have been adhered to and that County shall not be liable for any infringement of those rights.

FOB POINT INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them and reject those items which are damaged, or which do not conform to specifications, and Vendor assumes the costs associated with such nonconformance. An itemized packing list bearing Purchase, Delivery, and/or Order Number shall be attached to the outside of every shipping container delivered against this instrument. Delivery of all goods or services shall be Free on Board to final destination as outlined herein unless otherwise required.

INDEMNIFICATION: Vendor shall defend, indemnify and save harmless Williamson County and all its officers, agents and employees from all suits, claims, actions, damages, demands or other demands of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, this order. Vendor shall pay any judgment with cost, which may be obtained against Williamson County growing out of such injury or damages.

INSURANCE: If the Vendor is required to go on County property to perform work or services, the Vendor shall assume full responsibility and expense to obtain all necessary insurance as required by the County.

LAW: It is agreed that good(s) delivered shall comply with all Federal, State, or local laws relative thereto, and that the vendor shall defend actions or claims brought and save harmless the County from loss, cost or damage by reason of actual or alleged infringement of letters patent and/or copyrights.

Williamson County Purchase Orders constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasi-contractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

MEDIATION: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

NO WAIVER OF SOVEREIGN IMMUNITY AND POWERS: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

PAYMENT: Williamson County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Williamson County receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Williamson County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Williamson County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by Vendor, Williamson County shall notify Vendor of the error not later than the twenty first (21st) day after the date Williamson County receives the invoice. If the error is resolved in favor of Vendor, Vendor shall be entitled to receive interest on the unpaid balance of the invoice submitted by Vendor beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of Williamson County, Vendor shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) Williamson County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the Contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the Contract

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilco.org, 512-943-1500.

RIGHT TO AUDIT: Successful Bidder agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of Successful Bidder, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. Successful Bidder agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Successful Bidder reasonable advance notice of intended audits.

SEVERABILITY: In case any one or more of the provisions contained in this Order shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

TAX EXEMPTION: The County is exempt from any sales, excise or Federal transportation taxes. The Purchase Order issued is sufficient proof of Williamson County's exempt status as provided by Sales Tax Rule 3.322.

UNIFORM COMMERCIAL CODE: Vendor and Williamson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VARIATION IN QUANTITY: No variation in the quantity of any item called for by this Purchase Order shall be allowed, unless such variation is caused by conditions of loading, shipping, packing or allowances in manufacturing processes, and then only to the extent, if any, set forth herein.

VENUE AND GOVERNING LAW: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

WARRANTY: Implied warranties notwithstanding, Vendor warrants to County that all items delivered, and all services rendered will conform to the specifications, drawings, or other descriptions, furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Vendor further agrees to provide copies of applicable warranties to the County.

Enumeration of Documents:

Exhibit A: Sauder Manufacturing Co. Terms & Conditions

Exhibit B: Williamson County Terms & Conditions

Exhibit C: Williamson County Purchase order

Exhibit D: Sauder Mfg. Co. Quote# 61618

Exhibit E: BuyBoard Contract 584-19

This Agreement is subject to the terms of the Sauder Manufacturing Co., Terms & Conditions, which is attached hereto as Exhibit A and incorporated into this Agreement. Exhibit B, Williamson County Terms & Conditions will govern inconsistent terms.

Sauder Manufacturing Co.

Signature: Chelsea Roth Title: Sales Development Supervisor Date: 11/20/2020

Williamson County

Signature: _____ Title: _____ Date: _____

PURCHASE ORDER



Williamson County
 Purchasing Department
 100 Wilco Way, Ste P101
 Georgetown, TX 78626
 512-943-1100

P.O.Number: **176064**
 Date:10/15/2020
 Version:

Important: Purchase Order number must appear on invoices and packages. Acknowledge if unable to ship on time. Purchases are valid only when covered by this Purchase Order and signed by an authorized person.

Vendor:
 SAUDER MANUFACTURING CO
~~PO BOX 638540~~
~~CINCINNATI OH 45263-8540~~

**Sauder Manufacturing Co.
 930 W Barre Rd
 Archbold OH 43502**

Ship to:
~~Facilities Maintenance~~
~~3101 SE Inner Loop~~
~~Georgetown, TX 78626~~

**Williamson County Criminal
 Justice Center
 405 Martin Luther King Jr. St.
 Georgetown TX 78626**

Requested By: Wrehsnig, Gina R

Bill to:
 Facilities Maintenance
 3101 SE Inner Loop
 Georgetown, TX 78626

Delivery Date:

Description	Price	Per	Amount
1: JURY CHAIRS FOR CRIMINAL JUSTICE CENTER, PER ATTACHED QUOTE.	41,298.00	1 \$	41,298.00

Supplier Item:

Notes to Supplier:

Total 41,298.00

STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000978-4

Terms and Conditions are available at www.wilco.org/purchasing.
 Terms of payment are in accordance with Texas Prompt Payment Act.

This Purchase Order represents requisitioned goods or services for which funding has been verified through a financial encumbrance. The Purchase order has been prepared/ processed as authorized by: Randy Barker, Williamson County Purchasing Agent.

Williamson County Purchase Orders constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasi-contractual terms are subject to the extent authorized by Texas law, including but not limited to Tex/ Const. art. XI, § 7, the Texas Government Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

Authorized By: 

ORDER FORM - QUOTATION 61618



P.O. Box 230
930 W. Barre Road
Archbold, Ohio 43502

Phone: 419-445-7670
Fax: 419-446-3173
800-537-1530

Net Price Quote For:

Williamson County
Facilities Maintenance
3101 SE Inner Loop
Georgetown TX 78626

Date Created:	6/19/20	Ship To:	Williamson County Criminal Justice Center
Project:	WILLIAMSON COUNTY		405 Martin Luther King Jr. St.
Required Date:	10/22/20		Georgetown, TX 78626

Sales Rep:	BEN BRADSHAW 9036492553- BBRADSHAW@SAUDERWORSHIP.COM	Contact:	Bob Lubecker (815) 341-6271 RLUBECKER@WILCO.ORG
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Line	Qty	Description	Net Each	Total
1	39	5321002 JURY SEATING, CLARITY, WIDE tag: S SWIVEL JURY SEATING BASE WD UPH FRONT OF BK, WOOD BK OF BK C GRADE C FABRIC SS CUT FABRIC WITH SELVAGE SIDE 0200 MEDIUM AISLE PANEL F AISLE PANEL TO BE FINISHED PSRO PLAIN SLICED RED OAK WOOD WD-FLIP-UP WOOD FLIP UP ARM CAP 74 FINISH #74 AMBER MAYER-DURANGO-SAPPHIRE-DU-004 MAYER-DURANGO-SAPPHIRE-DU-004 MAYER-DURANGO-SAPPHIRE-DU-004	\$729.00	\$28,431.00
For 3 courtrooms: 26th District Court, 425th District Court, County Court At Law #4				

2	13	5321002 JURY SEATING, CLARITY, WIDE tag:	\$729.00	\$9,477.00
		S SWIVEL JURY SEATING BASE		
		WD UPH FRONT OF BK, WOOD BK OF BK		
		C GRADE C FABRIC		
		SS CUT FABRIC WITH SELVAGE SIDE		
		0200 MEDIUM AISLE PANEL		
		F AISLE PANEL TO BE FINISHED		
		PSRO PLAIN SLICED RED OAK WOOD		
		WD-FLIP-UP WOOD FLIP UP ARM CAP		
		74 FINISH #74 AMBER		
		MAYER-DURANGO-BLACK-DU-006		
		MAYER-DURANGO-BLACK-DU-006		
		MAYER-DURANGO-BLACK-DU-006		
		For 1 courtroom: County Court At Law #2		

3	1	AUD-DELIVERY DELIVERY OF AUDITORIUM SEATING tag:		
		DELIVER 00052. TO STATE OF TX		

4	1	AUD-ASM-INSTALL INSTALLATION OF AUDITORIUM STG tag:		
		INSTALL 00052. TO STATE OF TX		

	Subtotal:	\$41,281.47
	Tax:	\$0.00
	Total*:	\$41,281.47

~~Down payment of 30% of total quote price due at time of order receipt. Remaining balance due at Net 30 payment terms from date of invoice.~~

~~This order may be subject to a price increase if delivery is not taken by December 31, 2019.~~

~~Payment terms are net 30 days from invoice date with an established credit limit. This order is subject to and acceptance of terms and conditions which can be found at www.sauderworship.com. Open terms may be established based on Sauder@ Manufacturing Co. determination of available funds to pay for the order in full and within payment terms. If there is a high risk determination then a 100% deposit may be required. Acceptance of the order is expressly conditioned upon Purchaser agreeing to Sauder@ Manufacturing Co. terms and conditions. Sauder@ Manufacturing Co. includes Sauder Worship Seating and any affiliate, predecessor or successor entities.~~

This Agreement is subject to the terms of the Sauder Manufacturing Co., Terms & Conditions, which is attached hereto as Exhibit A and incorporated into this Agreement. Exhibit B, Williamson County Terms & Conditions will govern inconsistent terms.

~~X~~ Ordered By: _____ Date: _____
(Authorized Signature)

Printed Name and Title: _____

Sauder Representative: Ben Bradshaw - 903-649-2553

Sauder Pew delivery time: 12 weeks after completion of all details on all product* except Auditorium, which is 14 weeks.

* Certain modified products will carry a longer lead time.

Sauder Chair delivery time: 8-12 weeks after completion of details on standard product. Custom product may take longer.



JURY SEATING QUOTE

To: Bob Lubecker
From: Ben Bradshaw
Date: October 1 2020
Re: Jury Chairs, Williamson County

Sauder Clarity™ Jury Chairs

52 Total Chairs: 4 courtrooms, each with 12 jury chairs and 1 witness chair

- Model: 532-1002:
 - Swivel base, self centering
 - Heavy duty steel tube frame for strength and durability
 - Ergonomically contoured inner seat and back shell
 - Cold molded foam for long lasting durability and comfort
 - Fully upholstered, including bottom of seat and back of back
- Complete coordination, field measurements, and approval drawings included
- Delivery and installation included

Lift up arm, wood cap, medium panel \$41,298

- Sauder BuyBoard contract #584-19
- Wood Species: Red Oak - Finish #74 Amber
- For 3 courtrooms (26th District Court, 425th District Court, County Court At Law #4): fabric is to be Mayer-Durango-Sapphire-DU-004
- For 1 courtroom (County Court At Law #2): fabric to be Mayer-Durango-Black-DU-006

Quote valid until October 15, 2020
Lead time: 16 weeks
Warranty: 10 years



Medium Wood Panel
Available with fixed or lift up arms

Ben Bradshaw
Phone: 800-310-5556
Bradshaw Sales, Inc.
ben@bradshawsales.com

Sauder Worship
PO Box 230 930 W. Barre Rd Archbold, Ohio 43502-0230
Phone 800.537.1530 Fax 419.446.3697

CONFIRMATION OF CONTRACT CHANGE

Sold To: WILLIAMSON COUNTY ANNEX
PURCHASING DEPARTMENT
100 WILCO WAY, STE P101
GEORGETOWN, TX 78626

Ship To: WILLIAMSON COUNTY ANNEX
CRIMINAL JUSTICE CENTER
405 MARTIN LUTHER KING JR. ST.
GEORGETOWN, TX 78626

Send To: TOM STANFIELD
WILLIAMSON COUNTY FACILITIES
3101 SE INNER LOOP
GEORGETOWN, TX 78626

Order #: 238589
Drawing #: Revision#:
Drawing Date:
Sold To P.O. #: 176064
Sales Rep Name: BEN BRADSHAW
Phone Number: 9036492553
Dealer Name:
Coordinator Name: BETH PELOK ✓
Phone Number: (800) 537-1530 EXT# 3961
CAD Operator Name: GINA WAKEHAM
Phone Number: (800) 537-1530 EXT# 3264

Contract Change Comments:

CHANGE ORDER 01, 11/10/2020 DK
BUYBOARD CONTRACT #584-19
L1: CHANGED FROM 39 TO 36 JURY CHAIRS IN DURANGO
SAPPHIRE (VINYL)
L2: CHANGED FROM 13 TO 12 JURY CHAIRS IN DURANGO
BLACK (VINYL)
CREDIT OF C/O 1: -\$3041.09

NOTE: This order revision has been added to your contract. The work covered by this change order shall be performed under the same terms and conditions as those in the original Agreement [Subcontract]. Please sign both copies and return one copy to our office and retain the second copy for your files. We cannot proceed with production until we have your signed approval of this change. If you wish to fax your signed approval you may do so by faxing it to us at (419) 446-3697. Thank you.

Previous Total	41298.00
Total To Date	38256.91
Sales Taxes	.00
Grand Total to Date	38256.91
Down Payment Rec'd	.00
Balance Due	38256.91
Total Change	3041.09-

CUSTOMER SIGNATURE

Chelsea Roth Sales Development Supervisor

SAUDER MANUFACTURING CO.

TITLE

DATE

12/1/2020

DATE