WILLIAMSON COUNTY
SERVICE CONTRACT

Justice of the Peace 1 – Jury Box &
Witness Chair Refurbishment

(Sauder Manufacturing, Co.)

Important Notice: County Purchase Orders and Contracts 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 quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, 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.

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Sauder Manufacturing, Co.** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in the attached Quote(s)/Proposal(s) being marked as **Exhibit "A,"** which is incorporated herein to extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if appliable

Should the County choose to add services in addition to those described in **Exhibit "A,"** such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof of valid

licensure.

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below ("Effective Date") and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be **six (6) months from the Effective Date**, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in Exhibit "A." The not-to-exceed amount shall be Fourteen Thousand Seven Hundred Thirty-One Dollars and Seventy-Four Cents ($14,731.74.).

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 the 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 the 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 the 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.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:	$2,000,000	

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service

Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

VIII.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or

deletions to the terms of the Contract that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

X.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XI.

Severability: In case any one or more of the provisions contained in this Contract 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 in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XII.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIII.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access

confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVI.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVII.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVIII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this

Contract include the following:

A. Proposal marked **Exhibit "A"**;
B. Ten (10) Year Warranty
C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Bill Gravell Jr.
Bill Gravell (Mar 4, 2025 21:01 CST)
Authorized Signature

Bill Gravell
County Judge/Presiding Officer

Date: Mar 4, 2025 Mar 4, 2025, 20____

SERVICE PROVIDER:

Sauder Manufacturing Co.
Name of Service Provider

Bradley T. Roth
Authorized Signature

Bradley Roth
Printed Name

Date: _____ ____, 20____

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Feb 24 2025 Time: 4:05 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Feb 24 2025 Time: 10:18 am

Exhibit "A"
Quote/Proposal

SAUDER
COURTROOM FURNITURE

QUOTE

To: Tommy Crockett
From: Ben Bradshaw
Date: January 27, 2025
Re: JP1, Round Rock TX

Clarity Jury Chairs: 6 Chairs in Jury box and 1 Witness chair

- Fabric is blue vinyl as used in other courtrooms: Mayer Durango Sapphire (other options available)
- Wood back outer panel
- Wood side panels with wood capped flip-up arms
- Self centering swivel base

Total jury chairs, delivered and installed.....$14,731.74

Note: Wood species to be Oak to match grain in JP1. Stain color to be selected from Sauder standard colors. Custom stain match available for $400 job charge.

~~*Terms: 30% down, balance upon completion*~~
Lead time: 24 weeks
Warranty: 10 years

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

Addendum to Service Contract

PURCHASER: Williamson County, Texas 1801 E Settlers Blvd #100, Round Rock, TX 78664

PROJECT / LOCATION: Justice of the Peace 1 – Jury Box & Witness Chair Refurbishment 1801 E Settlers Blvd #100, Round Rock, TX 78664

Sauder® Manufacturing Co. (SMC) and the Purchaser/Contractor identified herein ("Purchaser"), agree that this Addendum is incorporated into the Agreement for Construction Services (the "Agreement"), which is attached, and the Parties thereto understand and agree to the terms set forth in this Addendum (and/or such terms in the Agreement, that may be modified and initialed by the Parties). It is understood and agreed that anything to the contrary notwithstanding this Addendum, which is incorporated into the Agreement of the Parties, shall take precedence over any inconsistent provisions of the Agreement and any other documents in any way related to same. Purchaser's acceptance of the terms of this Addendum shall be evidenced by Purchaser's signature or by permitting SMC to commence work on the Project. The Parties agree to include SMC Addendum terms, if any, and order/quote if a subcontract or MSA is involved. Sauder® Manufacturing Co. includes Sauder Worship Seating, Sauder Courtroom Furniture, and any affiliate, predecessor, or successor entities. Acceptance of these terms shall be evidenced by signatures and/or Sauder® Manufacturing Co. commencing work on this Project.

HOLD HARMLESS RESTRICTION

Any indemnification or hold harmless obligation of SMC extends only to claims caused by the gross negligence or intentional fraudulent acts of SMC, their employees, and their sub-subcontractors. Claims are defined as any relating to bodily injury and property damage (other than to SMC's work). SMC shall not have a duty to defend. This paragraph does not, however, restrict the obligations of SMC, if any, to indemnify Purchaser against intellectual property infringement claims, or against claims for payment for work for which SMC has been paid.

LIQUIDATED DAMAGES

SMC will not pay liquidated damages under any circumstances.

INSURANCE RESTRICTION

SMC will review all requests to name additional insureds to its general liability insurance policy or to waive subrogation for claims covered by workers' compensation or commercial general liability insurance. SMC shall maintain insurance with coverage and limits only as provided by SMC's existing insurance program as shown by its certificate of insurance available upon request. SMC shall not participate in a consolidated insurance program ("CIP", "OCIP", and "CDIP").

FINANCIAL INFORMATION

Purchaser shall provide SMC with a job information sheet, which details the legal description of the property, name, e-mail address, phone number, street address, representative of the Project Owner, ~~evidence of adequate Owner Project financing~~, and a copy of Purchaser's (and/or any other applicable) payment bond and performance bond for the Project, if any. Purchaser shall promptly notify SMC of material changes in the Project Owner's identity or any financial

arrangements or matters in any way related to the Project. ~~SMC shall not be obligated to commence or continue work absent prepayment as may be demanded by SMC and made by Purchaser, or adequate assurance of payment as requested by SMC and given by Purchaser. Purchaser waives any right to assert any breach of the Agreement and/or this Addendum against SMC if prepayment is demanded by SMC and is not made by Purchaser, or such adequate assurance of payment is requested by SMC and not given by Purchaser.~~

PAYMENT TERMS

Credit will be established based upon SMC's determination of the creditworthiness of Purchaser and the financial soundness of the Project. ~~A deposit or prepayment may be required on certain accounts after credit review.~~ SMC uses invoices or progress payments to request payments. The invoice and/or the Order Acknowledgment, if applicable will designate payment terms. ~~Standard payment terms are net thirty (30) days from the invoice/pay application date. No order will be released for production without credit approval from the Credit Department. SMC may, at its option and without notice, lower or terminate the credit limit granted and request advance payment if SMC discovers that there is reasonable evidence of a substantial decline in the creditworthiness of Purchaser~~. Purchaser understands and agrees it is responsible for all charges on the account or amounts that come due in connection with the Agreement and Addendum. All payments due to SMC shall be paid without any set-off or claim. SMC will not accept joint checks. This order may be subject to a price increase after receipt of signed quote, order, order contract, purchase order, and/or subcontract.

Purchaser agrees to pay a service charge of 1.5 percent per month from the due date until paid or the maximum rated by law, whichever is less; and all costs of collection, including reasonable attorney's fees, fees of expert witnesses, deposition costs, and all other court costs, shall be paid by Purchaser. A past-due account is an account that remains unpaid for more than thirty (30) days from SMC installation sign-off. SMC does not accept the risk of Purchaser's receipt of payments from any source, and in no event will payments to SMC be based upon, or subject to, Purchaser's receipt of payment for SMC's work. Furthermore, payment to SMC is in no way contingent upon Purchaser being paid as it may relate to the Project. Payment is expected from Purchaser when due or as otherwise determined by SMC. ~~Until such time that an account, order, and/or any amounts that shall be paid to SMC in connection with the Agreement and Addendum is/are paid in full to SMC, SMC shall retain a security interest in and lien on all materials, merchandise, furnishings, and/or goods manufactured, provided, delivered, or otherwise on said account, order, and/or the Agreement and Addendum. Purchaser understands and agrees that it shall notify the Project Owner in writing of SMC's retained security interest on all materials, merchandise, furnishings, and/or goods manufactured, provided, and delivered, whether or not such materials, merchandise, furnishings, and/or goods manufactured have been installed as part of the Project.~~

SMC reserves and may exercise any and all rights and remedies with respect to said materials, merchandise, furnishings, and/or goods against Purchaser, any applicable bonds, 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 SMC, re-taking possession and selling and applying proceeds of any sale toward the account, and/or filing claims or suit. All charges are payable according to these terms and conditions unless otherwise prearranged and agreed to in writing by SMC. Title to all goods shall pass from SMC to Purchaser upon SMC's receipt of payment in full under this Contract or any change thereof. Delivery is FOB destination. Risk of loss or damage to the goods becomes the responsibility of Purchaser upon delivery.

RETAINAGE

SMC's work is completed upon installation and sign-off by Purchaser. ~~Retainage shall be paid in full within seven (7) days of SMC installation sign-off or interest shall accrue as provided for late payments.~~

LEAD TIME

The following applies to and supersedes any and all reference to schedules, lead times, commencement of work, crew size, or completion dates: SMC will make every reasonable attempt to work with Purchaser with regard to the work schedule. SMC does have a standard time to be available on-site for installation. These details will include, but are not limited to, receipt of CAD file drawings, drawing approvals, field measurement verification, and/or specs and any unresolved detail such as pew specs, i.e., model, color, materials, etc. SMC shall then issue a 2-week window for the install to coincide with the Project Schedule. SMC pricing includes a two-man crew that can install either 1000 linear feet of pews/benches per week or 800 auditorium seats per week. Pricing is for the installation of the entire order at the same time; multiple trips are not included. Additional manpower requests will be considered but may result in additional cost/charge to Purchaser.

STORAGE FEES

If Goods are ready for shipment according to the terms of the Order Acknowledgment or subsequent change order, and Purchaser cannot receive as stated, the Goods may, at SMC's discretion, be shipped to storage facilities or put in storage at Purchaser's expense. SMC reserves the right to deny storage of the Goods due to lack of available space. Storage fees are 5% of the purchase price per month. These changes can, at SMC's option, be added to the order total amount due or invoiced separately. Storage fees are changes to the order as defined in Section 13 below. All storage fees are required to be paid in full before ship. All risk of damage, destruction, theft, or loss while in storage shall be the responsibility of Purchaser.

SITE CONDITIONS

The space must be climate-controlled and not affected by outside weather conditions. Permanent utilities must be operational and carpet and/or any flooring must be completed. In addition, any of the other contractors must not interfere with the unloading, staging, or installation process including any overhead electrical, lighting, painting projects, or any other work that would interfere with the placement of the pews into their permanent locations. Failure to have the site ready for installation may result in additional costs to the Owner not previously shown on the contract.

ORDER ACKNOWLEDGMENT

Orders are not binding until the Order Acknowledgment is delivered. The Order Acknowledgment, which relates to the acceptance of the order/contract, and which is sent after the order/contract, contemplates delivery dates and estimated installation completion. Any error or discrepancy on the Acknowledgment must be reported to SMC in writing within three (3) working days from the receipt of the Acknowledgment. All modifications to the Acknowledgment must be reconfirmed and signed by SMC. Cashing a down payment check does not constitute acceptance.

PREVAILING PARTY

In the event that any litigation or other dispute resolution proceeding is commenced, involving, arising out of, or relating to the Agreement and this Addendum, then the Prevailing Party shall be entitled to an award of taxable court costs, other related but nontaxable costs, and expenses, reasonable attorney's and/or expert fees, and pre-judgment interest as set forth above, from the time that the proceeding was commenced until all appeals are final, if any. The Arbiter or Finder of Fact shall expressly determine the Prevailing Party. This paragraph shall apply where the proceeding seeks a declaration of rights, damages for default, and damages for misrepresentation or other legal or equitable remedies.

VENUE

The proper venue to resolve all disputes arising under the Agreement shall be the State of Ohio, County of Fulton, and no other forum, and the laws of said place shall govern all such disputes.

CHANGES AND CLAIMS

SMC shall be entitled to equitable adjustments of its schedule and contract price for (a) delays, acceleration, out-of-sequence work, and schedule changes beyond its reasonable control including, without limitation, (b) a Force Majeure Event as defined in Section 14, those caused by labor unrest, fires, acts of nature, wars, or suspensions, or delays caused by Purchaser or others; (c) extra work it performs in accordance with the subcontract documents; and (d) extra work it performs pursuant to written or verbal instructions of Purchaser, provided that SMC gives Purchaser notice (except in an emergency threatening bodily injury or loss of property), prior to starting such extra work, identifying the date and source of the instructions considered as requesting extra work.

FORCE MAJEURE

Neither Party shall be liable for failure or delay in performing any term of this Agreement when and to the extent such failure or delay results from the acts beyond the affected Party's reasonable control, including, without limitation, acts of God, acts of terrorism, acts of governmental authorities, flood, fire, pandemics, or explosion ("Force Majeure Event"). In the event that either Party's performance is delayed, or such Party fails to perform its obligations under this Agreement due to a Force Majeure Event, such Party shall (i) promptly notify the other Party in writing of such Force Majeure Event and its expected duration, and (ii) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible. In the event that any Force Majeure Event delays a Party's performance for more than thirty (30) days following the notification then, pursuant to this Agreement, the other Party may terminate this Agreement immediately upon written notice to such Party.

SCHEDULING CONFLICTS

In the event there are scheduling conflicts between the Parties, SMC's Order Acknowledgment will prevail. SMC's Order Acknowledgment will be sent after the Agreement is negotiated and fully executed by both Parties. The Order Acknowledgement relates to the acceptance of the order. The delivery and installation dates on the Order Acknowledgment will be the dates for which SMC can deliver and install on the Project.

PRICE

This order may be subject to a price increase if delivery is not taken from twelve (12) months after receipt of signed order contract, receipt of subcontract, and/or receipt of signed purchase order.

WOOD VARIATIONS

Finish colors may include slight variations between samples and the finished goods should be anticipated. Wood and wood veneers have natural variations in grain, texture, and color. Because of the natural characteristics of wood, slight variations in color may appear under various forms of lighting. These variations will not be accepted by Sauder Manufacturing Co. as a reason to withhold payment.

The undersigned person represents and warrants that they are duly authorized and have the legal capacity to execute and bind Purchaser. By signing below, Purchaser agrees to purchase the goods as stated in the quote/order and agrees it represents a contract for sale. Furthermore, Purchaser represents and warrants the execution and performance of this Agreement has been duly authorized and is a valid and legal agreement enforceable in accordance with the SMC Addendum terms and conditions. The Parties agree to include the SMC Addendum terms, if any, and order/quote if a subcontract or MSA is involved.

Sauder® Manufacturing Co. includes Sauder Worship Seating, Sauder Courtroom Furniture, and any affiliate, predecessor, or successor entities. Acceptance of these terms shall be evidenced by signatures and/or Sauder® Manufacturing Co. commencing work on this Project.

Sauder® Manufacturing Co.

NAME: Bradley T. Roth

SIGNATURE: Bradley T. Roth

TITLE: VP - Finance

DATE: 02/24/2025

Williamson County, Texas

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____