

GENERAL TERMS

These Terms and Conditions (the "Terms") govern all sales of products and services ("Products") by Affordable Interior Systems, Inc. ("AIS," "Seller," or "Company") to any purchaser ("Buyer") in North America, including the United States, Canada, and Mexico.

These Terms supersede all prior versions and any inconsistent provisions contained in Buyer's purchase orders or other documents. Any changes to these Terms must be agreed to in writing by AIS.

ORDER SUBMISSION & ACCEPTANCE

- Orders must be submitted electronically through AIS DealerNet – eOrders.
 - Effective January 1, 2026, AIS will no longer accept orders via email. The email address orderentry@ais-inc.com will be discontinued and unmonitored as of this date.
- Complete and ready-to-process orders must be received by 12:00 noon EST for the following day to be considered the start of ship-date lead time.
- Orders must include complete and accurate information, including pricing, contract or SPA details (if applicable), and SIF or XML files for orders with ten (10) or more line items.
- All purchase order requirements must be met before an order is considered complete and ready for processing.

Dealer/Customer Information:

- Sold To: Legal name, full address, and phone number.
- Ship To: Legal name and address.
- Purchase Order Number: From the entity AIS will be billing.
- Authorized Signature
- Contact Information: Provide a contact name and phone number for order-related questions.
- Shipping Contact: Name and phone number for delivery coordination.
- Tagging Instructions: As applicable, to appear on cartons, acknowledgements, and invoices.
- Price Agreement or National Account Number (if applicable).
- Payment Terms: Net 30 from the invoice date unless otherwise stated in writing.
- Product Total: Indicate total net U.S. dollars.
- Services: Include any installation, design, or project management fees if applicable.
- Showroom Orders: Must include AIS Design quote #.

Product Information:

- Quantity and part numbers.
 - Colors, finishes, and special requests.
 - Special or custom products must include the appropriate special part numbers and signed copy of special quote and revision(s), if applicable.
 - Customer's Own Material (COM): Include manufacturer, pattern, and color, along with applicable codes.
- An order is not binding on AIS until it has been acknowledged in writing by AIS.
 - If an order is issued to any entity other than AIS or an authorized AIS dealer, the Buyer assumes full responsibility as the registered importer, including all applicable taxes, duties, and compliance requirements in the country of destination.
 - Accounts must be in good standing with no past-due balances for orders to be accepted.
 - Punch Orders (Charged and No Charge) must reference original Sales Order (SO) #

CUSTOMER'S OWN MATERIAL (COM)

Feasibility and Approval

AIS will determine the feasibility of manufacturing any Buyer or dealer requests involving non-standard fabrics, surfaces, finishes, or materials not included in AIS's standard offering ("Customer's Own Material" or "COM").

Approval Process

Certain product categories may require COM approvals and/or signed waivers specific to the customer, while others may have pre-approved COM options available for general use. Buyers must obtain written confirmation of AIS's approval or pre-approval for each COM prior to submitting an order

For detailed instructions on submitting COM requests, material samples, and testing information, please refer to the COM section on DealerNet or contact com@ais-inc.com for assistance.

Liability and Indemnification

If AIS agrees to use the Buyer or Dealer provided COM, the following shall apply:

- AIS assumes no responsibility for the condition, quality, value, performance, or any physical or functional property of the COM.
- AIS shall not be liable for any damages, delays, defects, injuries, or losses arising from or related to the use of the COM.
- The Dealer/Buyer shall indemnify and hold AIS harmless from any and all claims, damages, losses, or expenses—including those involving third parties—resulting from or related to the COM.

RUSH ORDERS

For orders requiring less than stated lead-time, AIS will determine feasibility of meeting required lead-time and will assess the "rush fee", if request can be accommodated. Contact your AIS Customer Service Representative for rush fees.

ORDER ACKNOWLEDGEMENT, CHANGES AND CANCELLATIONS

It is the Buyer and/or dealer's responsibility to carefully review this acknowledgement for accuracy, including all product details, finishes, quantities, pricing, and shipping information.

If any changes are required, the Buyer or dealer must notify AIS within 48 business hours of receipt of this acknowledgement. After this 48-hour window, the order will be set for production.

Any change requests submitted after the 48-hour period should be directed to your AIS Customer Service Representative. These requests will be reviewed for consideration; however, AIS cannot guarantee that changes can be accommodated once the order has been released into production.

PRICING AND DEALER DISCOUNTING

Prices and discounts are determined by the applicable AIS program discount structure in effect at the time of order acknowledgment. Any promotional or other type of pricing must be approved in writing by AIS.

All prices are quoted in U.S. dollars (USD), exclusive of applicable taxes, duties, or tariffs. Taxes will be applied in accordance with jurisdictional requirements.

Quick Ship programs are subject to separate program terms and qualifying product limitations.

Orders not identified as Quick Ship may experience extended lead times. Certain product categories, including seating and lounge, may have separate discounting provisions.

AIS reserves the right to impose surcharges related to freight, materials, energy, or labor when necessary due to market conditions. Such surcharges will be communicated to the Buyer in writing prior to invoicing.

Reference AIS DealerNet – Sales Tools – Discounting Programs for more information.

GENERAL SHIPPING POLICY

AIS ships products within the forty-eight (48) contiguous United States and Canada only. Freight costs are applied in accordance with the applicable AIS program discounting structure per order.

All orders shipping to Canada—regardless of whether the Buyer or dealer is U.S.- or Canada-based—are subject to a non-negotiable Goods and Services Tax (GST), as well as any current, applicable surcharges and tariff fees. AIS shall pay all brokerage fees associated with shipments to Canada.

All deliveries will be F.O.B. Destination. AIS has the right to determine the carrier, method of shipment, and routing. Extra expense resulting from Buyer request for special carrier, shipping method, and/or routing will be billed to the Buyer.

The Buyer shall be responsible for all additional freight services, including but not limited to reconsignment, liftgate service, inside or residential delivery, and storage or detention fees.

SHIPMENTS TO FREIGHT FORWARDERS

Orders shipping to a freight forwarder must be clearly indicated on the purchase order. The Buyer must provide both the freight forwarder's address and contact information, as well as the final delivery destination.

SHIPMENT TRACKING

Upon shipment, AIS will provide the Buyer or dealer with an email confirmation containing the carrier name, contact information, and applicable tracking or reference number. Buyers are encouraged to track shipments directly with the carrier for estimated delivery dates. Shipment information may also be accessed via DealerNet.

GUARANTEED DELIVERIES

AIS will accommodate requests for delivery date scheduling and for drop shipments on full truckload (FTL) orders, subject to the following conditions:

- Guaranteed delivery within a two-hour window is available only for full truckload shipments during standard business hours.
- The fee for this service is \$270 per truckload, or \$540 for two or more concurrent truckloads.
- The Buyer's Customer Service Representative (CSR) must be notified no less than two (2) weeks prior to the scheduled ship date.
- AIS cannot guarantee two-hour delivery windows for less-than-truckload (LTL) shipments.
- After-hours, weekend, or holiday deliveries may be arranged for an additional charge on full truckload shipments upon request through AIS Customer Service.

CALL-BEFORE DELIVERIES

Buyers may request "Call Before Delivery" service by noting this requirement on their purchase order. This service may result in a delivery delay until contact with the receiver has been confirmed.

"Call Before Delivery" cannot be combined with a guaranteed delivery time for full truckload shipments. AIS does not recommend "Call Before Delivery" for jobsite deliveries, as timing is subject to carrier scheduling.

AIS shall not be liable for any damages, labor costs, or consequential losses resulting from late deliveries or delays caused by the carrier. Carriers typically operate within a two-day delivery window.

ACCESSORIAL CHARGES AND ADDITIONAL FEES

Additional carrier accessorial fees may apply if not specified and quoted at the time of order entry. These may include, but are not limited to:

- No loading dock
- Redirect of product (\$150 fee per redirection after shipment)
- Refusal of product
- Storage or detention (after 2 hours for FTL, 30 minutes for LTL)
- Special truck size or street unloads
- Liftgate requirement (\$150 flat fee if noted at order entry; higher if added post-shipment)

Requests for these services must be clearly stated on the Buyer's purchase order.

DELAYED SHIPMENTS AND STORAGE FEES

Buyers acceptance of AIS's order acknowledgment confirms the scheduled ship date range. AIS does not store completed orders. If the Buyer requests a shipment delay of more than one (1) day beyond the acknowledged ship date, Buyer must arrange third-party storage, and all associated storage fees will be the responsibility of the Buyer.

ORDERS SHIPPING BEYOND STANDARD LEAD TIME

Orders placed with a requested ship date extending beyond AIS's published lead times are subject to any applicable price increases or surcharges effective prior to shipment, unless otherwise noted on an approved Special Pricing Agreement (SPA).

FREIGHT CLAIMS

AIS will file freight claims for loss, damage, or missing items **provided that all policy requirements are met by the consignee** in accordance with applicable freight laws and carrier policies. Please review the requirements below and contact your AIS Customer Service Representative with any questions.

1. Notification Requirements

- **All visible damage, shortages, or missing items must be noted on the delivery receipt** at the time of delivery (e.g., scratched surfaces, dented cartons, missing pieces).
- The Bill of Lading (BOL) must be signed as **"damaged."**
- **All missing items, loss or visible damage must be reported to AIS within 72 hours of delivery.**
- If missing or damaged freight is discovered **after delivery has been completed**, the consignee must notify AIS or the carrier **within 72 hours** and request a **corrected delivery receipt** acknowledging the loss or damage.

2. Concealed Damage

- Concealed damage must be reported to AIS **within 15 business days** of receipt of product.
- All damaged product and packaging must be **preserved in the original condition** pending carrier inspection or a written waiver.
- Product with an active claim must remain available for **carrier salvage** after claim settlement.

3. Required Documentation

- A **detailed list of missing or damaged parts**, including AIS **part numbers and label numbers**, is required to assess the claim.
- Please use packing documents when reporting (Circle Sheets).
- **Digital photographs** of all visible or suspected freight damage are strongly encouraged and should be submitted electronically to AIS.
- **For concealed damage:** Photos of the product in its **original packaging** and **prior to installation** are required.
- These photos are necessary for AIS to process a punch at a discount higher than 85%.

4. Claim Resolution

- If photographic evidence is not provided, or if product is installed prior to documentation, AIS will process replacement orders at an **85% discount from list price (highest allowable)**.
- All product under an active claim must remain **available for carrier salvage** after the claim is paid.
- **Failure to follow these procedures will result in claim responsibility transferring from AIS to the consignee.**

CONSOLIDATING ORDERS

AIS acknowledges orders with a two-day ship date range. We are committed to shipping your products within that acknowledged range. Shipments may be combined and consolidated to create a full truckload shipment. Shipments may also be hand loaded to avoid LTL spillover. Full truckload shipments have less variable transit times as well as significantly less freight damage. Our goal is always to provide you with the best possible delivery service. Transportation activities are managed as part of an ongoing effort to improve AIS's transportation efficiency thereby saving fuel, reducing emissions, and reducing air pollution associated with AIS's transportation activities.

Please note: Dealer may incur additional carrier Accessorial Fees if not specified and quoted at the time of order for the following, which may include but are not limited to the below. Request for a lift gate must be noted on the purchase order. There is a flat fee of \$150 for a lift gate at time of order entry. If you notify AIS or our carrier that you require a lift gate after order has shipped, additional fees will apply. Also note, redirect shipment after order ships will incur a \$150 fee.

- No loading dock
- Redirect of product
- Refusal of product
- Storage
- Special truck size (standard is 53" trailer)
- Street unloads
- Lift gate requirement
- Detention charges after 2 hours of unload time for TL and 30 minutes for LTL

PAYMENT TERMS

- Standard payment terms are net thirty (30) days from the date of invoice, unless otherwise agreed in writing by AIS.
- AIS reserves the right to apply payments to outstanding invoices in the order it deems appropriate.
- Terms of payment and credit limits will be established based on financial information provided to Seller. Buyer represents and warrants to Seller that the information Buyer provides to Seller is complete and accurate. Buyer authorizes Seller to obtain such credit reports, financial information, or other information as Seller may request, including, without limitation, credit information from any financial institutions or others having a business relationship with Buyer. Buyer authorizes any credit references to answer Seller's inquiries and provide such credit information and documentation as Seller may request. The Buyer releases and holds Seller harmless for any inconvenience whatsoever caused by any temporary or permanent withdrawal or restriction of credit privileges hereunder or the enforcement of any of the provisions contained in this paragraph.
- Advance payments or other payment security may be required by Seller prior to order acknowledgment. Seller may require a more secure payment method such as a letter of credit, deposit, or guaranty, at its discretion. These exceptions will be considered on an as needed basis.
- Buyer's account balance must be at or below the credit limit, and current **at all times** (i.e., no past due balances). Seller reserves the right to delay or cancel any delivery to a Buyer whose account balance is over the credit limit and/or past due from invoice date for all orders.
- Seller will invoice Buyer electronically to the e-mail address provided in the order. Standard payment terms are net thirty (30) days from invoice date for all orders. Past due balances may be increased by Seller by one- and one-half percent (1.5%) per month or eighteen percent (18%) annually without forfeit of Seller's right to immediate payment.
- No deductions from invoices are permitted without prior written authorization from AIS.

SALES TAX

Affordable Interior Systems, Inc. is registered with multiple states and is therefore required by law to collect and remit sales tax in the states in which we are registered. The Buyer is responsible for providing the appropriate tax-exempt form required by the state to which the product is shipping. Please provide this information when submitting an order.

RETURNS AND REPAIRS

AIS Products are made to order. As such, AIS does not accept returns of standard or custom Products once an order has entered production, except where required under AIS's warranty.

At AIS's sole discretion, AIS may allow the return of certain non-fabricated, unused components (such as standard electrical items) if deemed resaleable.

No return will be accepted without prior written authorization from AIS.

If AIS authorizes a return, restocking, handling, inspection, and freight charges will apply and will be disclosed at the time of authorization.

All other requests for repairs or replacements will be handled in accordance with AIS's applicable warranty policies.

Please note: AIS allows order changes and cancellations only within the timeframes described in the “Order Acknowledgement, Changes and Cancellations” section. Once the order has entered production or has shipped, Products are not eligible for return, except for limited non-made-to-order components that AIS determines to be resaleable and expressly authorizes for return in writing.

LIMITATION OF LIABILITY

Seller, its contractors, authorized dealers, and subcontractors or suppliers of any tier shall not be liable, whether in contract, tort (including negligence and/or strict liability), or otherwise, for any special, indirect, collateral, incidental, liquidated, consequential, or punitive damages whatsoever. This includes, without limitation, loss or damage to other property or equipment, loss of profits or revenue, loss of use, or additional expenses incurred in using existing facilities, regardless of notice of the possibility of such damages.

MAXIMUM LIABILITY

Notwithstanding anything to the contrary contained herein or in any corresponding document, the total liability of Seller to Buyer for any direct damages arising out of or relating to the order shall not exceed the total amount actually paid by Buyer under the order giving rise to such liability.

EXCLUSIVE REMEDIES

The remedies set forth herein are exclusive. The liability of Seller with respect to any contract, or anything done in connection therewith—including performance, breach, manufacture, sale, delivery, resale, or use of any product furnished under the order—shall in no event exceed the price of the specific product or component upon which such liability is based.

INDEMNIFICATION EXCEPTION

Any amounts payable to a third party pursuant to the Indemnification section stated herein shall be deemed direct damages for the purposes of this section.

FORCE MAJEURE

AIS shall not be liable for delays or failure to perform due to causes beyond its reasonable control, including but not limited to natural disasters, labor disputes, acts of government, material shortages, or transportation delays.

LOCAL CODES

Seller’s products are designed and manufactured as office furniture and are subject to all applicable fire, electrical, and building codes. Because such codes and regulations may vary by jurisdiction, it is the Buyer’s sole responsibility to ensure that the application, installation, and use of Seller’s products comply with all applicable local codes, ordinances, and regulations.

Seller shall not be liable for any costs, damages, or losses arising from Buyer’s failure to comply with such requirements, or from Buyer’s specifications or installation practices that do not conform to applicable laws or codes, unless Seller has expressly agreed in writing to assume such responsibility.

As Seller has no control over the conditions or manner in which its products are installed or used, each Buyer, user, or specifier is solely responsible for determining the product’s suitability for its intended application.

GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A., without regard to conflict of law principles.

Any dispute arising hereunder shall be brought exclusively in the state or federal courts located in Massachusetts.

POLICY UPDATES

AIS reserves the right to modify these Terms and Conditions at any time without prior notice. The most current version shall be published on www.ais-inc.com and shall supersede all prior versions.