

Quote

Thank you for allowing Hertz to quote your furniture. This quote is valid for 15 days. When you are ready to place your order, please sign the final page and return this entire document to me.
Please let me know if you have any questions.

Quote for delivery to:

East Bay Innovation Academy
Charlie Noel
3400 Malcom Ave
Oakland, CA 94605

510 526 1271

✓ **Please check this box to confirm the delivery address is correct.**

(If it's incorrect, please click Decline at top right and mention this as the reason for declining)

Questions? Please Contact...



CA Regional Sales
Manager

Dustin DuBurg
dustin@hertzfurniture.com
O: 800-526-4677 x1156

Customer Support Rep

Dee Caso
Dee@hertzfurniture.com
ext. 1104

Quote Details



**Innovation Collaborative
Classroom Desk - Hard Plastic**

Model #INN-2000
Frame Color: TBD
Desktop Color: TBD
Glide Inserts: Nylon Cap

\$165.095/unit
Qty. 235
\$38,797.33

Notes:

Pricing Per Contract

Contract Name/Number: BuyQ BQ-SS-003

**Liftgate Delivery Charge With
Notification Before Delivery**

\$0.00



Quote #: 706372
Prepared on: 05/31/2024 4:29 pm

Quote billing address:

East Bay Innovation Academy
Charlie Noel
3400 Malcolm Ave
Oakland, CA 94605
510-526-1271

Subtotal:	\$38,797.33
Taxes:	\$3,976.73
Total:	\$42,774.06

THANK YOU FOR THE OPPORTUNITY TO QUOTE YOUR FURNITURE.

Terms and Conditions

We do our best to make sure that your order is correct. Please review this order to confirm that the model number, color, quantity, size, and price are all correct. If all the information is accurate, please sign and return to me by email. If there is a discrepancy, please call Dustin DuBurg at 800-526-4677 x1156 so that we may correct the error and process your order.

1. Know Your Shipping Methods:

- a. **Tailgate delivery** - The truck driver is only responsible to move the furniture to the tailgate (back) of the truck. You are responsible to unload the furniture from the truck and carry it into your building.
- b. **Liftgate Delivery*** - Recommended for heavier or larger shipments. A liftgate (a steel elevator-like platform at the end of the truck) is used to lower the merchandise off the truck down to the street level, so you don't have to do it yourself.
- c. **Assisted Inside Delivery*** - The truck driver will help you offload the goods from the truck and bring them into the first dry area of your building.
- d. **Notify Before Delivery**** - When a shipment is ready to ship, the trucking company will call you within approximately 24 hours to arrange for a convenient time for the delivery

***Liftgate Delivery and Assisted Inside Delivery are available for an additional charge. If you do not order these services in advance and then request them from the freight company at the time of delivery, or if a redelivery will be required, you will be responsible for any additional charges incurred.**

****Notify Before Delivery is available for an additional charge. Unless you request this service, you will not be notified about the delivery ahead of time. If you're not available to accept the delivery, you will be responsible for redelivery charges.**

2. Steps to take at time of delivery to protect against loss or damage:

- a. **Verify count** - Make sure you are receiving as many cartons as are listed on the delivery receipt. If any shortage is discovered, note exactly how many cartons are short on the carrier's delivery receipt and have the driver note the shortage on your copy.
- b. **Carefully examine each carton for damage** - If damage is visible, note this fact on the delivery receipt and please be specific with your notations (for example, cartons crushed or carton has a hole in it). If the cartons are severely damaged, do not accept the shipment. The customer has a right to accept partial shipments and refuse the remaining damaged units. If a carton has appearances that the contents inside may possibly be damaged, insist that it be opened right at that time, and both you and the driver should make a joint inspection of the contents. Any such concealed damage should likewise be noted on the delivery receipt and on your copy. Be sure to retain your copy. Hertz Furniture should be advised immediately. Please contact our Customer Service department at 800-526-4677 option 4.
- c. **Immediately after delivery, open all cartons and inspect for concealed damage** - Even though the driver has already left, all cartons should immediately be opened, and the contents inspected for possible concealed damage. Hertz Furniture will only accept responsibility for damage reported within 5 days from delivery.

3. Steps to take when visible or concealed damage is discovered:

- a. **Retain damaged items** - Not only must damaged items be held at the point where they are received, but the cartons and all inner packing materials must be held until an inspection is made by a carrier inspector.
- b. **Report concealed damage to Hertz Furniture immediately** upon the discovery of damage that could not have been determined at time of delivery. Failure to report damages within 5 days will affect replacements of the damaged merchandise and the outcome of the claim.
- c. **Document all your correspondence in writing** - Pictures of the damaged cartons as well as their contents are required. This documentation will enable Hertz Furniture to settle the freight claims more efficiently and rapidly.

4. Document all your correspondence in writing - Pictures of the damaged containers as well as the contents in the containers are required. This documentation will enable Hertz Furniture to settle the freight claims more efficiently and rapidly.

5. Steps to take when carrier makes inspection of damaged items:

- a. **Have damaged items in receiving area** - Make certain the damaged items have not been moved from the receiving area prior to discovery of the damage. Allow the inspector to inspect damaged items, cartons, inner packing materials and freight bill. Be sure to retain your delivery receipt - it will be needed as a supporting document when the claim is filed.
- b. **After the inspector fills out inspection report, carefully read it before signing** - If you do not agree with any facts or conclusions made by the inspector on the report, do not sign it. Unless repairs will be completely satisfactory, be sure the inspector requests replacement on the inspection report.
- c. **Forward your copy of the inspection report and delivery receipt to Hertz Furniture** - Call our Customer Service department at 800-526-4677 option 4 for further instructions. A freight claim will be filed on your behalf. Should you choose to do so, you may file your own claim. Hertz Furniture will take no responsibility should your claim be declined.

6. Steps to take after inspection has been made:

The damaged merchandise must be held in original cartons - Hertz Furniture will advise you of the disposition of the damaged unit when the claim is settled. The customer must make the product available for salvage pick up.

7. Order Cancellation:

An order may be canceled, but only before the order has been sent to production. In some cases, cancellations can be accepted even after the order is in production, but additional fees (restocking and/or cancellation) will be billed to your account.

If the order has already shipped, we can no longer cancel the order.

To confirm that your order has been canceled, we will send you a cancellation notice. Only then will the cancellation be in effect.

Custom orders (including many upholstered items) are non-cancelable.

8. Returns:

A return authorization must be issued before returning any merchandise. A restocking charge, as well as round trip freight charges, will be charged.

All items must be in the original carton, unassembled and unused. Please note that returns cannot be made after the product has been assembled. Custom orders are non-returnable. Many products (e.g. upholstered items) are considered custom items and are non-returnable. Please call us at 800-526-4677 for details.

Returns cannot be made after 30 days.

9. Payment:

Payment is due 30 days after the date of invoice, less any amount requested by Hertz Furniture as a deposit at time of order. The customer is required to pay for products received, but not for products that are on backorder.

Delinquent accounts are subject to a 1.5% monthly interest fee and in accordance with the Halachic Guidelines of Heter Iska and shall pay all collections costs. If Hertz Furniture is required to initiate any legal proceedings to enforce collection of the sums due from customer, the prevailing party in such litigation shall be entitled to recover its attorney's fees and costs incurred therein.

The invoice is due and payable in Ramsey, Bergen County, New Jersey. Jurisdiction for all legal issues will be the court system of the State of New Jersey.

Hertz Furniture reserves the right to make any and all changes to its website at its sole discretion without notice to the User. Hertz Furniture reserves the right to deny access to its website to anyone at any time. This Agreement shall be deemed to include all other notices, policies, disclaimers, and other terms contained in its website; provided, however, that in the event of a conflict between such other terms and the terms of this Agreement, the terms of this Agreement shall control.

This Agreement is governed by the laws of the State of New Jersey, USA, without reference to conflicts of laws provisions. User consents to the exclusive jurisdiction and venue of courts in Bergen County, New Jersey, U.S.A. in all disputes arising out of or relating to this agreement or use of the website. Use of the website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

Any rights not expressly granted herein are reserved.

I have read, understand, and accept this Quotation set forth above and the terms and conditions attached hereto. I further understand that, by signing and returning to Hertz Furniture a copy of this Quotation, CUSTOMER is entering into a contract with Hertz Furniture Systems, LLC (dba Hertz Furniture) to purchase the items set forth in this Quotation on the terms set forth herein and in the "Terms and Conditions" set forth herein and is further granting to Hertz Furniture Systems, LLC a lien on the items set forth in this Quotation as collateral for the obligations of CUSTOMER pursuant hereto, including payment to Hertz Furniture Systems, LLC, and consents to Hertz Furniture Systems LLC's filing of a UCC-1 Financing Statement with the appropriate governmental agency to perfect said lien.

CUSTOMER

East Bay Innovation Academy
Charlie Noel
3400 Malcolm Ave
Oakland, CA 94605
510-526-1271

Quote # 706372

Signature: <i>Miranda Thorman</i>	Name:	Miranda Thorman
Date: 06/06/2024	Title:	Executive Director
Phone #: 510-577-9557	Email:	miranda.thorman@eastbayia.org