

TERMS & CONDITIONS

Schedule Title: Office Furniture
Contract Number: 47QSCA18D000P

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://fss.gsa.gov>.

Contract Period: July 22, 2023 to July 24, 2028

Contractor:

Nightingale Corp.
2301 Dixie Road, Mississauga, Ontario,
Canada L4Y 1Z9
Phone: 1-800-363-8954 / 1-905-896-3434
Fax: 1-800-637-6784 / 1-905-896-7011
Web Site: www.nightingalechairs.com
E-mail: info@nightingalechairs.com

Contract Administration Source:

Nightingale Corp.
2301 Dixie Road Mississauga, Ontario,
Canada L4Y 1Z9
Phone: 1-800-363-8954 / 1-905-896-3434
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Business Size: Small

Vendor Information:

1. a) Categories:
 - b) Lowest Priced Model: 808 at \$118.95
 - c) Installation only offered to GSA at the following rate:
Project Manager: \$95/hr;
Junior Project Manager : \$75/hr;
Foreman: \$70/hr; overtime rate: \$80/hr;
Installer: \$65/hr/person, overtime rate: \$95/hr/person;
Furniture Technician: \$70/hr/person, overtime: \$100/hr/person;
Disposal fee: \$40/chair; For stair carry:
Add \$50 per hour to the rates noted.

2. **Maximum order:** \$250,000.00

3. **Minimum order:** \$100.00

4. **Geographic coverage:**

48 contiguous states and Washington, D.C.

5. **Points of Production:**

- a) Nightingale Corp.
2301 Dixie Rd. Mississauga ON L4Y 1Z9 CAN
- b) Nightingale Corp.
2 US-15, Allenwood, PA 17810

6. **Discount from List:** 67.5%

Note: prices shown are GSA Net, discount has been applied.

7. **Quantity discounts:** none

8. **Payment terms:** 1% 20 days net 30 days

9. **Government commercial credit card:**

- a) Nightingale Corp. will accept government purchases card.
- b) No additional discount will be offered for orders placed using the purchases card.

10. **Foreign items:** None.

11. a) **Time of delivery:** 30 to 45 days ARO.

- b) **Expedited delivery:** 5-10 days ARO. Contact Nightingale Custom Care 800--363-8954 for a list of applicable models.

12. **FOB point:** FOB Origin for 5 cartons or less.

FOB Destination on orders of 6 cartons or more (Dock to Dock Delivery)

Shipping:

Unless complete instructions as to carrier and route are specified by the customer, Nightingale Corp. has the right to choose the method of shipping.

Every effort is made to ensure sound and secure packaging, however Nightingale Corp. liability ends when carrier issues a clear receipt to Nightingale Corp. that they received the product in good condition. Should the shipment arrive damaged or incomplete, have the carrier make a notation on the delivery receipt and original freight bill prior to accepting shipment. This will help protect your right to claim damages against the carrier.

All shipping weights shown are approximate.

Note: Shipments made by common carrier are often referred to as LTL (Less than Trailer Load) shipments.

UPS - Ground Transport:

Most models can be shipped (one chair per carton) KD (Knocked Down) or UPS (fully assembled).

Please Note:

If applicable, each chair model in this price list INDICATES the volume per chair for both fully assembled and KD

(Knocked Down). (ie.) 4800

D - Fully Assembled - Vol=19 cu. ft.

4800 D - KD (Knocked Down) - Vol=11 cu. ft.

13. **Ordering Address:**

Nightingale Corp.
2301 Dixie Road, Mississauga,
Ontario, Canada L4Y 1Z9
Phone: 1-800-363-8954 / 1-905-896-3434
Fax: 1-800-637-6784

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Orders: All telephone or fax orders are final.

Customer assumes responsibility for correct information and is required to check acknowledgments carefully for accuracy.

Custom finishes are available in metal and wood subject to a sample approved by Nightingale Corp. Certain options and special requests may require additional lead time.

Orders must state clearly:

- model number and quantity
- fabric name and color number
- frame finish and/or color number
- options if applicable

14. Payment Address:

Nightingale Corp.
2301 Dixie Road, Mississauga,
Ontario, Canada L4Y 1Z9

15. Warranty:

Standard Nightingale Limited Lifetime Warranty as stated on page 126 of the price list.

16. Export packaging charges:

Quoted upon request.

17. Terms & conditions of government

commercial credit card acceptance:

Nightingale Corp. will accept the government commercial credit card but will not offer any additional discounts.

18. Terms & conditions of rental, maintenance & repair:

Not Applicable

19. Terms & conditions of installation: Installation can consist of the following services: inside delivery, product setup, product placement and packaging removal. The charges for installation will appear as a separate line item on the invoice, where applicable.

20a. Terms & conditions of repair parts:

Not Applicable

20b. Terms & conditions for any other services:

Contact factory representative 1-800-363-8954. Nightingale Corp. is not required to accept any requested change to an acknowledged order. In the event of an approved change, Nightingale Corp. will charge the customer for all expenses incurred by Nightingale Corp. in effecting said change.

Cancellations:

All orders are deemed final and are not subject to cancellation without Nightingale Corp.'s consent.

Nightingale Corp. reserves the right to charge the customer for that portion of the order that has been completed to the date of approved termination. Orders calling for deviation from our standard construction or finish are not subject to cancellation. Returns (Add 25%)

21. Service & Distribution points:

Contact customer care 1-800-363-8954.

GSA Price Book

22. Participating Dealers:

Contact: Nightingale Corp.
Phone: 1-800-363-8954 / 1-905-896-3434
Fax: 1-800-637-6784 / 1-905-896-7011
Web Site: www.nightingalechairs.com
E-mail: info@nightingalechairs.com

23. Preventative maintenance: Not Applicable

24a. Special Attributes - All of Nightingale's products are e3 Level 1 and GreenGuard Gold Certified.

Nightingale Corp. will seek actively to reduce its impact on the environment to the lowest practicable level by ensuring that all operations and activities of the company employ the best practice in respect to the environment. Any threat of pollution from its activities will be identified and either eliminated or controlled effectively. For information regarding recycled content percentage by product, please contact Nightingale for further details.

24b. Section 508 Compliance Information: Not Applicable

25. Unique Entity Identification Number & Cage Code:

Production a) UEI-CGKPHNN2E216 C-3AR73
Production b) UEI-DP5HD6HUVL81 C-82Z73

26. Nightingale, Corp. is SAM registered

27. Customer's Own Material: Note:

All pricing for C.O.M. product is based on grade 1 pricing. Fabric must be shipped to the factory prepaid. All yardage indicated in this book is approximate, based on 54" non directional, no patterned goods. Additional yardage may be required for directional, patterned and lesser width materials. Materials will be applied in what Nightingale Inc. feels is appropriate unless instructed otherwise. Nightingale Corp. reserves the right to reject any material as unsuitable. In accepting C.O.M. fabric, Nightingale Corp. assumes no responsibility for fabric wear, defects or appropriateness and is applied at customers own risk. When supplying C.O.M. material, the shipment must be clearly tagged with customer's order number, description of product, quantity of fabric and any special instructions. Nightingale Inc. will not accept C.O.M. material that is sent freight collect. Any brokerage fees paid by Nightingale Corp. on C.O.M. material will be charged back to the customer accordingly.

28. Leather:

Genuine leather is available on selected models as indicated. For special requests please contact customer service.