

Terms & Conditions

These terms and conditions supersede all previous selling policies.
Prices and product offerings are subject to change without prior notice.

Terms of Sale

Please check your proposal for accuracy as any changes must be reported immediately to your designated designer. Deposit is due to begin processing an order. *If deposit is not paid in full, Innov8 Solution Group reserves the right to place orders and distribute funds at its discretion and may severely impact delivery timelines. After deposit, Innov8 Solution Group operates on progress invoicing and payment on the progressive invoices are due in full within 5-10 business days upon issuance. Failure to pay progressive invoices timely can significantly delay product reaching the client site in time and may incur additional fees. In order to lessen delivery delays, Innov8 Solution Group also has the right to hold funds for balance payments on orders until additional funds from the client are received.* Orders under \$30,000 are subject to a 100% deposit. **All Orders require payment in full prior to delivery.** Credit card service fee does apply and can range between 3-4%. *If client elects to pay via check over \$100,000 and Innov8 Solution Group's bank puts a hold on the check until funds are received from the clients bank, the client understands that part or the whole project may be delayed. Paying by ACH, wire, or credit card can avoid significant delays.* There will be a service charge of \$250 for any returned checks. If balance remains unpaid over 60 days, late charges will be applied at a rate of 18% per year, billed at 1.5% per month. Applicable state sales tax may be applied to all orders based on shipping address, unless otherwise stated. Client is responsible for producing Innov8 Solution Group with a valid sales tax exemption certificate valid in the state the product is being delivered to, if sales tax is not applicable.

Official form of communication is via email. It is the responsibility of the client to communicate and reply in a timely manner (72 hours) and check email daily for action items from Innov8 Solution Group. All verbal requests from clients are required to be followed up in writing before considered official. The Client is responsible for verifying the following BEFORE placing order(s): QTY and prices of all items to be purchased, lefts and rights on specific items, microfridge cabinet interior dimensions and microfridge unit dimensions, casegood and millwork line drawings, seaming diagram for flooring quantities and installation placement, flooring and wall vinyl quantities, and power and voltage requirements for lighting and equipment.

Window Treatments

Measure and install services for window treatments may include one trip for measure and one trip for install. If the installer needs to make additional trips, fees associated with the additional visit(s) will be the responsibility of the Client and may include trip charge, hotel, and any other related expenses. If the Client provides window treatment measurements, Innov8 Solution Group accepts no responsibility for the accuracy of the information provided. Innov8 Solution Group is not liable for any issues with contractors, installers, or professional consultants that are referred to the client and it is the client's responsibility to do the due diligence when hiring a contractor. Innov8 Solution Group is also not liable for any non-contracted team members at the worksite and any issues regarding that may arise should be directed to the client. If Innov8 Solution Group is contracted directly with the client, Innov8 Solution Group is not responsible for 3rd party contracts or invoices for that client's project.

Price Changes/Deviations & Change Orders

All prices are in U.S Dollars unless otherwise noted. Any deviations after placing an order (such as change in QTY or specs) are subject to price increases and/or additional freight charges. The original pricing in Innov8 Solution Group's proposal may not include other charges or fees including sales tax, recycling fees, import and/or tariff charges (including anti-dumping fees), which will be included, is applicable, on the invoice, and will be the responsibility of the client. Due to the pending countervailing duties, tariffs, inflationary pressures, or any other

legitimate cost increase absorbed by Innov8 Solution Group, we reserve the right to charge these costs as per actual, and to require immediate payment of any differential if these costs increase after being quoted by Innov8 Solution Group or paid by the client. Additional costs, cost increases, qty increases due to overage, etc, will be sent to the client via a change order to sign. Any Change Orders Innov8 Solution Group issues to the client must be signed and reviewed within 72 hours. *If the Client does not approve the proposed Change Order within 72 business hours of receipt, the Contractor shall not be obligated to perform the work described in the Change Order. The Contractor shall not be held liable for any delays, cost increases, or impact to the project schedule resulting from the Client's non-approval. Unless and until the Change Order is approved in writing by both parties, the original Scope of Work shall remain in effect. Any work performed beyond the original Scope without a mutually executed Change Order shall be at the Contractor's sole discretion and shall not be subject to reimbursement or compensation by the Client.*

If the client requests a revision or additional product after work has started, charges will apply for additional work and the client will sign a new contract, and/or proposal. The client confirms that if they request a revision/new proposal, and if Innov8 Solution Group agrees to that revision/new proposal, any previously provided shipment dates, costs, and/or fees may also change and the Client acknowledges Innov8 Solution Group is not liable for any scheduling conflicts that may result from the Client's decision. Any new proposals must be paid per Innov8 Solution Group's schedule, when invoiced, unless approved by writing by Innov8 Solution Group's management team. Revisions, requested by the client, may be refused if the change is sought after Innov8 Solution Group has commenced the manufacture or production of the product(s) or in the event that the products must be procured by the Client by third parties or if procurement has been initiated by Innov8 Solution Group or if the manufacture, production, or procurement of the products by Innov8 Solution Group is not necessary (i.e. the products are in inventory) or if the change is requested after the products have been shipped. Any revisions will extend the scheduled deadline.

Lead Times/Delivery & Freight, Refusing Delivery

Delivery dates may be affected by a variety of factors and will have various lead times. Please refer to specific lead times provided by your designated designer. All lead times from 3rd party manufactures, Vendors, or Innov8 Solution Group custom goods are estimates. Any outstanding payments due by the client to Innov8 Solution Group or issues at the site causing a delay in delivery that result in additional fees from product being held at the port are the client's responsibility. If Innov8 Solution Group has to pay for port fees, the product is then retained by Innov8 Solution Group and will be used at it's discretion.

Client is responsible for adequate equipment at site FOR THE ENTIRETY OF THE PROJECT and offloading of products properly/securely. Innov8 Solution Group is not responsible nor obligated to provide specific days/times that equipment should be on site. Any delays in delivery and/or fees related to improper equipment readily available at the site is the responsibility of the client. It is the responsibility of the client to verify product for damages between arrival and 5 days of delivery. Client's or designated contractor/3rd party's signature on the carrier's delivery receipt(s) indicated the shipment has been received in it's entirety and product(s) are in good condition unless otherwise noted. Keep original packaging and photograph damaged goods. After 8 weeks (56 days) delivery receipts/BOL's might not be available, it is the responsibility of the client to ensure they have a copy. Claims & Replacements can take up to 30+ days and can impact deadlines. Innov8 Solution Group is not responsible for cost of replacements and assumes no responsibility for loss related to transport and delivery. It is the client's responsibility to notify Innov8 Solution Group before refusing any shipment for any reason. Failure to advise Innov8 Solution Group of an impending delivery refusal may result in additional charges to the client for storage or re-delivery costs. Innov8 Solution Group shall not be liable for any delays or failures in delivery due to causes beyond it's control including (but not limited to) strikes, fires, floods, storms, scarcity of materials, government regulations/orders, theft, and/or acts of God.

Overages and Wastage

All flooring and wall covering orders are subject to overages of up to or over 10%. The excess shall be the responsibility of the Client and will be charged accordingly. If, upon receiving an order from Innov8 Solution Group, there is overage and/or subsequent waste or excess finished or raw materials (ie. The cutting of carpet to fit the client's specs), Innov8 Solution Group is under no obligation to inform the client of any wastage and the said wastage becomes a part of the cost incurred by the client. If material shortages are due to install error, additional freight and product will be charged to the client.

Warranty

Custom solution furniture will be free from defects in workmanship given normal use and care for a period of up to (5) years from original delivery date. Draw suspensions can carry up to (8) year warranty. It is the responsibility of the client to perform minor touch-ups and install replacement parts provided by Innov8 Solution Group as necessary to correct problems resulting from transportation and/or installation and handling.

Task Chairs: 2 year warranty for desk task chairs that have roller wheels and/or adjustable mechanisms.

Replacement parts provided by Innov8 Solution Group may be available for additional cost after the 2 year mark.

Upholstered seating with fixed legs have a 5 year warranty.

Innov8 Solution Group will, at its discretion, repair or replace any defective merchandise within the terms of the warranty. Housekeeping cleaning supplies that damage any case-goods and/or seating will void the warranty. Innov8 Solution Group makes no expressed or implied warranties to any product and, in particular, makes no warranty of merchantability of fitness for any particular purpose, and is not liable for any cost incurred by the client for defective furniture.

Returns

All cancelled orders will be subject to a restocking charge and additional freight charges. ***All sales are final and not subject to return on custom orders, regional artwork orders, and discontinued items.*** Subject to original manufacturer and vendor Terms and Conditions. Any Innov8 Solution Group approved returns are subject to a minimum of 30% restocking fee plus delivery.

Miscellaneous

If either Innov8 Solution Group or the client shall prevail in any legal or equitable action or proceeding to enforce or interpret any term(s) of this contract, such Party shall be entitled to receive from the other Party all court costs, responsible attorney's fees, and all other expenses, including but not limited to expert witness fees, incurred in such litigation.

IN NO EVENT SHALL Innov8 Solution Group BE LIABLE FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSS WHATSOEVER, INCLUDING (BUT NOT LIMITED TO) LOST PROFITS ARISING OUT OF OR RELATED TO THE PRODUCTS OR SERVICES PROVIDED HEREUNDER BY Innov8 Solution Group, EVEN THOUGH Innov8 Solution Group MAY HAVE BEEN ADVISED, KNOWN OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. If liability is found, despite this provision, the amount of damages shall be limited to the cost of the products sold to the client.

Innov8 Solution Group has provided products based solely upon information furnished by the client. Innov8 Solution Group makes no representations or warranties to the client regarding any infringement of intellectual property rights (or the absence thereof) by products. Innov8 Solution Group reserves all intellectual property rights it may have in the products. All intellectual property rights with respect to any design and/or invention conceived or first reduced to practice by Innov8 Solution Group in connection with the products shall reside in Innov8 Solution Group.

The client agrees to indemnify, defend, and hold Innov8 Solution Group harmless from and against all claims, liabilities, judgments, decrees, fines, penalties, fees, amounts paid by or due from Innov8 Solution Group in settlement of, or any other costs, losses, or expenses incurred (including, but not limited to, attorney's fees, expert witness fees, court costs, and expenses) directly or indirectly arising out of, resulting from or in connection with, any threatened or pending claim, actions, or suit (whether civil, criminal, administrative, investigative or otherwise and whether valid or not) and any appeals related thereto, in or under which Innov8 Solution Group is a party which was caused by or connected with the performance of this contract by the client.

Any changes to the above terms must be approved by the Company's CEO or CFO. Other than the CEO or CFO of Innov8 Solution Group, no such other individual as he may nominate in writing, no employee, independent contractor, agent, or other representative of Innov8 Solution Group shall have any power or authority to add to, waive, modify, alter, or amend the Terms and Conditions and no amendments to or modifications of these Terms or Conditions will be valid and binding upon Innov8 Solution Group unless in writing and signed by an authorized officer of Innov8 Solution Group.

Any waiver by Innov8 Solution Group of a breach of any provision of these Terms and Conditions shall not operate as or be construed to be a waiver of any other provision. The failure of Innov8 Solution Group to enforce any term or condition of these Terms and Conditions on one of more occasions shall not be considered a waiver of the right thereafter to enforce that term or any other term of Terms and Conditions.

This Agreement shall bind and inure to the benefit of the parties, their successors and assigns. THE AGREEMENT SHALL BE CONSTRUED UNDER THE INTERNAL LAWS OF THE STATE OF CALIFORNIA and may be enforced by Innov8 Solution Group in any state or federal court sitting in the State of California. The parties hereby consent to the jurisdiction of the California courts in any matter relation to this Agreement.

If any provisions of this contract is held to be invalid or unenforceable for any reason, the remaining provision will continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

By signing the agreement, the client agrees to the utilization of Innov8 Solution Group's services in the attached client proposal and purchase items for use in the project through Innov8 Solution Group as merchant of record from the Suppliers, and to authorize and direct Innov8 Solution Group to execute the ordering requirements for certain items. Client agrees to photography, videography, and imagery including website images, descriptions, and photographs for marketing purposes for use by Innov8 Solution Group. Each individual signing this contract in a representative capacity acknowledges and represents that he/she is duly authorized to execute this contract in such capacity in the name of, on behalf of, the designated corporation, partnership, limited liability company, trust, or other entity.

General Hospitality & Construction Abbreviations & Acronyms:

GC	General Contractor
CM	Construction Manager
PM	Project Manager
PE	Project Engineer
RFI	Request for Information
CO	Change Order
LOI	Letter of Intent
NTP	Notice to Proceed
RFQ	Request for Quote
RFP	Request for Proposal
SOV	Schedule of Values
TCO	Temporary Certificate of Occupancy
COO	Certificate of Occupancy
BIM	Building Information Modeling
GMAX/GMP	Guaranteed Maximum Price
QA/QC	Quality Assurance/Quality Control
PCO	Proposed Change Order
VE	Value Engineering
G&A	General & Administrative
ROI	Return on Investment
AOR	Architect of Record
EOR	Engineer of Record
Cx	Commissioning
AHJ	Authority Having Jurisdiction
FF&E	Furniture, Fixtures, & Equipment
OS&E	Operative Supplies & Equipment
BOH	Back of House
FOH	Front of House
ID	Interior Designer
DOE	Director of Engineering (Hotel Role)
PIP	Property Improvement Plan
POS	Point of Sale (system)
PMS	Property Management System
SOP	Standard Operating Procedure
VIP	Very Important Person (for design standards)
AIA	American Institute of Architects
CAD	Computer-Aided Design
MEP	Mechanical, Electrical, Plumbing
HVAC	Heating, Ventilation & Air Conditioning
LEED	Leadership in Energy and Environmental Design
ADA	Americans with Disabilities Act
CSI	Construction Specification Institute
CD	Construction Documents
DD	Design Development
SD	Schematic Design
ASI	Architect's Supplemental Instruction
UL	Underwriters Laboratories (fire ratings, etc)
IBC	International Business Code
IFC	Issued for Construction