



1161 Red Mile Rd. Lexington, KY 40504
859-317-8131

Sale of Goods Agreement

This contract for the sale of goods is entered into as of _____, by and between **KDA Office Furniture** (the "Seller"), and Woodford County Schools (the "Buyer").

The parties agree as follows:

1. **Sale of Goods:** Pursuant to the terms and conditions of this Agreement, the Seller agrees to transfer ownership and deliver possession to the Buyer, and the Buyer shall pay for and accept from the Seller, the "Goods" listed at such prices as agreed by the Parties in this Agreement.
 - 1.1. Description of Goods Sold: The Buyer is purchasing all items listed in quote **#7625 Rev 3** from the Seller. (Attached. Dated 6/12/24) This includes delivery of all furniture, installation per the agreed upon furniture layout, and removal of all trash. Seller also agrees to coordinate with buyer to conduct future product trainings as discussed.
2. **Purchase Price:** As consideration for the sale of the goods, upon satisfactory completion of installation, the Buyer shall pay to the Seller the purchase price of **\$2,150,326.59** (the "Purchase Price"). **Buyer Initial Here** _____
3. **Manufacturer Purchasing Contracts:** Terms of this agreement are in accordance with the following pre-negotiated purchasing agreements:
 - KI: Sourcewell #091423-KII
 - JSI: KEDC
 - SitOnIt: KEDC
 - Kimball: KEDC
 - Safco: KEDC
 - Uline: KEDC

- 4. **Payment Terms:** Unless otherwise stated, payment for the Goods is due within 15 days of the date of the Seller's invoice. Partial invoices may be sent as phases of the project are completed.

- 5. **Seller's Representations:** The Seller hereby represents and warrants to the Buyer as follows:
 - 5.1. The Seller has full right, power, and authority to sell the Goods.

- 6. **Delivery of Goods/Shipping:** The Seller shall deliver the goods per the terms listed below:
 - 6.1. Date of Delivery: Delivery of goods shall begin within one week of buyer's specified installation start date of _____.
 - 6.2. Buyer may provide updated installation start date in writing before **July 1, 2024**.
 - 6.3. Location of Delivery: The Seller shall deliver the Goods to the location specified by the Buyer here: **New Woodford County High School. Buyer Initial Here** _____
 - 6.4. Delivery & Installation not to begin before **October 1, 2024**
 - 6.5. Delivery Notice: The Seller will notify the Buyer of any delays that may affect the expected delivery date. **Buyer Initial Here** _____
 - 6.6. Risk of Loss: The Seller assumes responsibility for the Goods, and all risk of damage, loss, or delay of the Goods, until the Goods are delivered to or collected by the Buyer. Once the Goods have been delivered to or collected by the Buyer, the Buyer assumes all responsibility for and risk of damage to such Goods.

7. Refund and Cancellation Policy:

- 7.1. Refund Policy: Goods delivered not as described to the Client will be replaced at no cost to the Client.
 - 7.1.1. Goods not as Described: Only goods delivered in the following condition will be considered not as described: Items that vary from the final KDA quote signed by authorized WCS administrator. This will include all product options, color, fabric and finish selections. **Buyer Initial Here** _____

- 7.2. Warranty Policy: No refunds will be provided for the Goods delivered as described in the contract. Goods delivered are warranted to be free from defects in materials or workmanship in accordance with the warranty documents of each individual furniture manufacturer.

- 7.3. **Buyer Initial Here** _____

8. **Force Majeure:** The Seller and the Buyer shall not be considered in default hereunder or be liable for any failure to perform or delay in performing any provisions of this Agreement in the customary manner to the extent that such failure or delay is caused by any reason beyond its control, including any act of God. The Party whose performance has been interrupted by such circumstances shall use every reasonable means to resume full performance of this Agreement as promptly as possible.

9. **Representations:**

9.1. **Authority to Sign:** Each party promises to the other party that it has the authority to enter into this Contract and to perform all of its obligations under this Contract.

9.2.

10. **General:**

10.1. **Modification(s):** To change anything in this Contract, the Client and the Business must agree to the change in writing and sign a document showing their contract.

10.2. **Signatures:** The Client and the Business must sign the document either electronically or in hardcopy. If this document is signed in hard copy, it must be returned to the Business for valid record. Electronic signatures count as originals for all purposes.

11. **Term and Termination:** If one of the parties chooses to end the Agreement prior to product delivery, the Buyer is responsible for paying for all work and costs incurred up until that date.

12. **Delays and Storage Fees:** If changes in the desired delivery date after July 1, 2024 cause KI product to be stored by the manufacturer before shipping, Buyer will be responsible for the storage fees noted in the KI Terms & Conditions (attached.) These storage fees are to be paid before delivery & installation are to begin. There will be no storage fees for other product lines.

The Parties hereto agree to the foregoing as evidenced by their signatures below.

Date _____

Woodford County Schools
330 Pisgah Pike
Versailles, KY 40383

,Buyer

Date _____

Drew Daniel
KDA
1161 Red Mile Rd.
Lexington, KY 40504

,Seller

