



Quantities are based upon information available on the date of this quotation and are not guaranteed.

Sizes comply with the tolerance as stated in the product specification sheet unless otherwise noted on this quotation. All fractions are rounded up to the nearest inch and each panel size is rounded up to the nearest square foot for purpose of price estimation.

Prices are quoted on a square-foot basis and are based on information available at the time of this quotation. Any substantive changes will result in a requote and price modification. A substantive change is any change in the panel core make up, mounting system, hardware, edge detail, fabric type or style, number of colors, color of paint, modification of the volume or number of panels of any line item exceeding 5%, or change in generalized scope of the project.

The quote is valid thru the date shown. Calculated total job price is neither implied nor guaranteed.

Quoted manufacturing lead times are valid for 14 days from the date of the quote. All production time is scheduled on a first come, first served basis. To be scheduled, orders must be released into production by signed customer acceptance of the final quoted price and the specific panel sizes and details in the panel list or shop drawings (if applicable).

Purchase orders issued and accepted within the "quote valid date" are expected to ship within three (3) months to hold the quoted pricing. If the project will ship later than three (3) months from the issue date of the PO, an extended time period must be requested at the time the PO is issued to hold the project quote. An accepted purchase order is a

contractual agreement to purchase. Orders placed after the "quote valid date" should expect escalation of 2.5% per quarter subject to the "substantive change" clause which will result in a complete re-quote. Payment of local and state taxes are NOT included in this quote and are the responsibility of the purchaser.

The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by both Conwed and the customer. This quotation is contingent upon strikes, accidents, fires, availability of materials, and all other causes beyond our control. Prices are based upon costs and conditions existing on the date of quotation and are subject to change by Conwed before final acceptance. This quote does not include shop drawings, which are available at an additional charge of the greater of \$600 or 5% of the total project quote. Packaging, unless otherwise specified, will be standard Conwed packaging. This is a custom product and is subject to cancellation charges to be determined at time of cancellation. Additional specialized packaging requests will be performed at an additional charge and will change the total price of the quote. For this quote to be considered an order and accepted for manufacturing, Conwed requires the customer's signed acceptance of the specific panel sizes and make up as well as the final pricing.

This quotation is subject to Conwed's standard Terms and Conditions of Sale. Any additional terms or terms inconsistent with those stated herein which may appear on Purchaser's purchase order will not be binding on Conwed unless specifically agreed to and accepted in writing.

NOTE: This disclaimer is on the bottom of every quote.



QUOTE POLICY

It is Conwed's intent to return a quote within two (2) business days of the receipt of all required information and details needed to appropriately determine and issue the quote. If the initial request for quote is missing details or information required to complete an accurate quote, you will be contacted within two (2) business days to acquire any missing information. The receipt of additional information that is required to complete an accurate quote will reset the timeline for the delivery of the quote. From time to time, there are specific project scope, personnel and/or general business conditions that may cause an extended timeline for Conwed to issue a quote. Quotes are valid for six (6) months, or the specified date on the quote.

In order to hold price past the "quote valid date", a purchase order must be issued and accepted. Purchase orders issued and accepted within the "quote valid date" are expected to ship within three (3) months to hold the quoted pricing. If the project will ship later than three (3) months from the issue date of the PO, an extended time period must be requested at the time the PO is issued to hold the project quote. An accepted purchase order is a contractual agreement to purchase. Orders placed after the "quote valid date" should expect escalation of 2.5% per quarter subject to the "substantive change" clause which will result in a complete re-quote.

A quote is a price estimate that reflects the information and conditions available at the time of the quote. If there is a substantive change (see: Substantive Change) that was not reflected in the initial quote, this will require a re-quote of the project based on the revised details, which will be done at the

current pricing at the time of the re-quote. A change in the volume of any particular line item in a quote of less than 5%, may be considered as a "modification for site conditions," and Conwed will attempt to hold the unit pricing for these items and apply that pricing to the revised quantity.

SUBSTANTIVE CHANGE

This section is to properly define what may be deemed as a "substantive change." A substantive change is any change in the panel core make up, mounting system, hardware, edge detail, fabric type or style, number of colors, color of paint, modification of the volume or number of panels of any line item exceeding 5%, or change in generalized scope of the project. These are to be considered substantive and may result in a re-quote or price change for the project. An example of a change in the generalized scope could include a project that was quoted as a number of the same size panels which is later changed to all different and unique sizes.

ORDERS

An order is defined as a specific agreed upon scope of work and associated details, along with a price, that includes a signed acceptance of the scope, details, and price by the customer. For an order to be scheduled into production, Conwed requires the customer's signed acceptance of the quote, the scope of work, all relevant details, as well as an agreed upon method of payment. Conwed is not able to accept an order or place it into production or hold a place in the production schedule without the signed acceptance and approved method of payment.

ADD-ON AND ADDITIONAL PHASE PROJECTS

Add on orders are considered as such when the additional order is placed within 60 days of the delivery of the original order and the total of the add on order does not exceed 5% of the volume of the original order in either price or square footage of materials. Orders that are outside of these parameters will be considered as "additional phases" of the project and will be quoted or re-quoted as a separate project for both pricing and lead time considerations.

Any project that is planned to be shipped in phases must be communicated and requested as such at the time of the initial request for quote. It is not to be assumed that additional materials for the same location or project will be provided at the same price at a future date, if the overall scope of the project and it's planned releases were not established during the initial quoting stage.

OUR RETURN POLICY

Conwed accepts the return of standard and stock-eligible items with a 30% restocking fee within 30 days of purchase. Items must be undamaged, unused, and in their original packing. Return shipping charges are the responsibility of the customer. Items that are custom-fabricated are not eligible for return.

If you would like to return an item with a 30% restocking fee, please contact us with your order number and the product names of all items that you wish to return.

Conwed **will not** accept the return of custom-made or made-to-order products, which include:

- All fabrics custom cut to order.
- Any product custom cut to size.
- Materials faced or wrapped with fabric, PVC or other finishes.
- Materials that are painted, dyed, coated or have other custom finishes.

If you have questions as to whether a product is custom prior to placing your order, please contact us.



SHIPPING POLICY

For all orders, Conwed reserves the right to choose the best shipping method and carrier. This is typically an LTL shipment made on a common carrier. In the event a shipment needs special shipment considerations, the additional costs of these services will be added to the actual shipping costs and charged to the customer. Special shipping includes, but is not limited to: **1)** jobsite deliveries, **2)** international shipments, **3)** dedicated trucks, **4)** liftgate service, **5)** scheduled delivery appointment time, and **6)** other special services. Most, if not all, of these services incur additional shipping costs. If not notified in advance, and specified in the agreed upon freight estimate charges, these will be billed to the customer as an additional charge.

SHIPPING DAMAGE

Conwed is not responsible, and cannot be held liable, for any damages to the merchandise after it leaves our facility.

Items must be inspected at the time of delivery for any damage that may have occurred in transit.

Damaged shipments must be accepted and signed for and clearly noted on the shipping paperwork (freight bill or other, carrier documented delivery receipt) as "damaged", **while the driver is present and when shipment is received.** In addition, it is the responsibility of the customer to take an abundance of pictures that clearly show the damaged areas. The pictures should be taken when the shipment is on the carrier's truck, if possible. Conwed must be notified immediately of the damage. If your shipment is damaged, please provide pictures of the unopened shipment, pictures of the damaged product, and a description of the product that was damaged. Conwed will then file a freight claim and fulfill the order as deemed appropriate.

If a customer has collected the shipment FOB our facility, it is their sole responsibility to file any freight claims and Conwed has no liability for any damage that may have occurred after the shipment left our facility.

Conwed does not offer refunds or discounts on items damaged in shipping.



STORAGE AND HANDLING

Materials should not be delivered to the site until wet conditions such as concrete, plaster, paint, drywall mud, and adhesives have been completed and cured to a condition of equilibrium. Installation should not occur until the building is under standard occupancy conditions (60 – 85 deg F and less than 70% relative humidity). Materials that are not to be installed immediately upon receipt and require storage and handling are expected to be stored in a manner that is under standard occupancy conditions (60 – 85 deg F and less than 70% relative humidity) and protected from any weather including sunlight exposure.

The handling of materials between the shipping crate and final installation must be done with the utmost care. Handling multiple times or mistreatment of panels during the handling may cause damage to the fit and finish that is not covered under warranty.

WARRANTY AND INSPECTION

Conwed does not warranty any damage that may have occurred after delivery of the product, and signature the shipment was received in good condition with the carrier. If no damage is noted as per the shipping policy, or the delivery receipt was not signed at the time of delivery, it is assumed that no damage was present, and the product was received in good condition.

It is the responsibility of the customer to fully inspect the product and communicate any damage or quality concerns within 48 hours of the receipt of the product. Any issues not reported within the 48-hour timeline will be assumed to have occurred after delivery and are the liability of the customer. Any issues **MUST** include a detailed description with pictures and be communicated to the Conwed customer service team in writing prior to any installation process. Any product that is installed will be assumed to have arrived in acceptable condition and the installers acceptance of the condition, therefore, repairs or replacement will then be the responsibility of the customer.



PAYMENT & CREDIT TERMS

All orders are subject to an agreed upon method of payment. As a method of payment, Conwed accepts all major credit cards (3% fee), checks, wire transfer (\$20.00 fee), or EFT (Electronic Funds Transfer). We do not accept C.O.D. (cash on delivery).

All credit terms for Net 30 accounts are subject to approval prior to the order being released into production. Please contact your customer service rep to obtain a credit application. The establishment of new credit accounts typically takes seven (7)- ten (10) days, depending on the responsiveness of the references provided by the applicant.

Upon credit approval, purchaser must provide an official signed order including a scope of work and price. The entire account balance is due on or before 30 days from invoice date. If payment is not made within NET 30, customer is then responsible for a 1.75% monthly **FINANCE CHARGE** on the total account balance. Customer is responsible for **ALL** collection fees and costs for accounts turned over to collections.

Conwed has the right to revoke open credit and/or limit the processing of un-shipped orders due to late payments and hard-to-collect accounts. If revoked, customer must prepay or pay by credit card (3% fee), wire transfer (\$20.00 fee) or EFT to release their order for production scheduling and/or shipment.

LEAD TIME

Our lead time is established from the date of the signed off, approved, and released order. An order is considered complete and released for production when we have received a signed agreement from the customer that clearly states: **1)** the detailed scope of work and **2)** the agreed upon price. Lead times are subject to the conditions listed below and will be quoted on an order by order basis.

There are several factors that can affect the typical lead time including but not limited to: **1)** availability of fabric and raw materials, **2)** existing order load and plant capacity, and **3)** fabric that was delivered to our facility that is not acceptable for manufacture and requires re-order. These factors may alter the actual delivery lead time even from the quoted lead time.

By signing the acceptance of the order, the customer recognizes that the lead time may change and accepts the possibility of changes or delays without penalty to Conwed. Conwed will take all reasonable steps to adhere to quoted lead times and deliver the product as expected. Conwed will **NOT** accept orders that contain a lead time and/or delivery guarantee. Some orders require finalized field measurements due to changing site conditions. The delivery of these final measurements **WILL** affect the lead time of the delivery of the project as the entire order can not be scheduled for production until we have received a complete detailed and signed scope of work.



MANUFACTURING TOLERANCE AND SPECIFICATIONS

Conwed will manufacture products to a tolerance of +/- 1/8" in width/height/thickness, unless otherwise specified in the product's Guide Specifications. The variability of the manufacturing tolerances can compound in groupings of panels that are directly adjacent to each other and result in an overall adjustment to the grouped unit size. This needs to be considered in the process of design and specification as well as ordering.

Conwed product specifications include an installation "reveal", or space between panels, to avoid panel side or edge damage during installation, as well as damage from potential panel expansion. From time to time, there are projects that require panels to be installed in direct contact with the adjacent panel. This is not recommended as it may require site adjustment for the overall grouping size due to individual panel tolerance and could result in other panel issues from not allowing for the proper reveal. Panels installed without the recommended reveal will not be warranted for fabric release or edge damage issues that may occur during installation, or post installation panel expansion.

Conwed may choose to accept an order that shows dimensions that are tighter than our manufacturing tolerances. This is not a waiver of our accepted allowable tolerance.

Each component has been tested according to ASTM E 84 and has a Class I/A rating. Unless otherwise noted, no composite test results are available.

FABRIC DISCLAIMER

Conwed has no control over the quality, color, availability, dye lot, or delivery time from the specified fabric vendor. We will do our best to communicate any issues that may arise from a particular fabric and attempt to offer suggestions as to modification in the panel make up and/or alternate fabric options that will help deliver the best end result. Conwed may choose not to accept a project that requires a particular fabric that we have found to be difficult to use and to deliver the end result we deem to be acceptable. In the event that a fabric arrives that includes flaws or other inclusions that will deem it unusable, we will communicate the issues with the customer and offer a best solution for the project considering both the quality of the end result and the timeline for delivering the panels.



INTRODUCTION

Thank you for your recent purchase of Conwed Designscape Wall or Ceiling panels. We believe we manufacture the highest quality wall and ceiling panels, and that is why we stand behind them with this warranty. Terms contained herein are subject to change without notice.

WHO IS COVERED

The original consumer purchaser (i.e. the building owner, not the installer or contractor) or the first transferee from the original purchaser is entitled to the benefits of this warranty.

TRANSFERABILITY OF THIS WARRANTY

You can transfer this warranty one time, anytime during the life of the warranty. For this warranty to be transferred the owner must complete and return the Warranty Transfer within sixty (60) days after the date of the real estate transfer to obtain the benefits of this warranty.

After you have transferred this warranty to the purchaser of your property, it may not be transferred again. That is, the purchaser of your property may not transfer this warranty to any subsequent purchasers.

HOW LONG YOU ARE COVERED

Conwed Designscape Wall and Ceiling panels are covered by a three (3) year limited warranty. Diffusers will also be covered by a three (3) year limited warranty.

WHAT IS COVERED

We warrant that your Conwed Designscape Wall or Ceiling panels are free from any manufacturing defects in material or workmanship.

WHAT IS NOT COVERED

This warranty does not cover any problems with non-defective panels caused by conditions or handling beyond our control. Some examples of conditions not covered by this warranty include:

1. Acts of God, fire, flood, exposure to chemicals, physical abuse or misuse, improper installation.
2. Failure to store panels in a clean, dry area, enclosed and protected from the elements such as rain, snow, and direct sunlight.
3. Panels being stored or installed in an area that is outside of standard occupancy conditions (60-85 deg F and less than 70% relative humidity).
4. Failure to install the Wall or Ceiling panels in accordance with Conwed Designscape's instructions or recommendations, including but not limited to using mountings not supplied or otherwise recommended by Conwed Designscape. Conwed Designscape bears no responsibility for any installation actions taken or not taken, and is not responsible for installer selection.
5. Normal wear and tear or exposure to smoke, fumes, leaks or abuse.
6. Alterations made after completion of the installation, including but not limited to: painting or application of cleaning solutions, coatings or other modifications.
7. Any Labor Charges.
8. Any costs that you incur that are not authorized in advance by Conwed Designscape.



REMEDY

Should the Wall or Ceiling panels be other than as warranted during the applicable warranty period, Conwed Designscape, at its sole option, will repair or replace the defective components of the Wall or Ceiling panel as well as any other component which must also be repaired or replaced in order to properly repair or replace the defective components. Conwed Designscape's obligation to pay however, shall be subject to these limits:

1. Maximum repair or replacement cost to Conwed Designscape shall be the replacement cost of the defective component and will not include any labor charges.
2. The settlement, described above, or at the option of Conwed Designscape its monetary equivalent, will be the only remedy available to the owner for defective components of the panels.

NOTIFICATION OF CLAIMS

Claims pursuant to this Warranty must be submitted in writing together with proof of purchase, installation date and defect, to Conwed Designscape:

1445 Holland Rd. Maumee, OH 43537

Notification must be submitted within 30 days of discovery of the alleged defect. Within 30 days after receipt of the written claim, a Conwed Designscape representative will contact the owner to investigate the claim.

LIMITATIONS

Any implied warranty, including warranty of fitness for a particular use or purpose, and warranty of merchantability, is limited in duration to the express warranty provided herein unless a shorter period is permitted by law. Conwed shall not be liable for incidental or consequential damages or for damage to the building, its contents or its occupants. This warranty contains all of the provisions of your remedies from conwed. Liability is limited to the provision of this warranty, whether any claim against it is based upon strict liability, negligence, breach of warranty or any other theory or cause of action.

Some states do not allow limitations of how long an implied warranty lasts or the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.