



**Important Qualifications which govern all Quotations and Purchase Orders
accepted by Accent Ceilings and Walls ("Accent"):**

1. Shipment of the product described herein is estimated to be **12 to 16 weeks** (ship time not included), calculated after signed purchase order or signed quotation and receipt of all approvals of submittals. Lead time quoted is based upon the current project scope and current fabrication schedule. Actual estimated time will be developed at placement of order. Lead time shown is not a guarantee of delivery.
2. Allow 4 to 6 weeks for fabrication of samples.
3. Accent warrants that the material and services furnished hereunder will be consistent with the approved submissions and be free from defects in material and workmanship for a period of one year after the goods are delivered to Customer.
4. Shop drawings will be provided if requested by the Customer as part of the order. Information shown on shop drawings will be based upon architectural plans, specifications and information received at the time such shop drawings are requested. In the event data provided by the Customer to create shop drawings results in the shop drawings being rejected by the Customer or the Customer's client, amended shop drawings will be subject to additional costs to be determined and agreed by both parties. It is the responsibility of the Customer to review drawings carefully. The Customer is responsible for providing all field dimensions.
5. In the event shop drawings, submittals or any other pre-fabrication data or materials ("Proprietary Information") are requested, the Customer acknowledges and agrees that these items have value and are the proprietary property of Accent. Proprietary Information shall not be used without the prior written consent of Accent. If after initiation of these pre-fabrication services, the Customer elects not to proceed to fabrication, the Customer shall reimburse Accent an amount equal to 20 % percent of the total quotation or purchase order value. This pre-fabrication charge will be due and payable immediately.
6. Due to the custom nature of the product described herein, all orders are considered **NON-CANCELLABLE** and **NON-RETURNABLE** once released for fabrication. Release for fabrication requires all of the following: (1) a signed purchase order or signed quotation; (2) a forty percent (40%) deposit of the purchase order value; (3) receipt of all approvals, approved submittals and final field dimensions prior to releasing an order for fabrication; and (4) the lead time does not start until all information, all approvals, and the full deposit are received. It is understood and agreed that the term fabrication includes all goods and services purchased or used for fabrication, or in the process of fabrication, in addition to the finished fabricated product.
7. Any changes to the information shown above will require a requote.
8. Only items and quantities noted above are included in this quote. *Not included:* hanger wires, hanger rods, hanger brackets, black iron, screws (or other fasteners for attaching material to structure), mockups, and installation. Mockup is not included unless specifically noted above with accompanying pricing information.



9. The Customer is responsible for installing materials in accordance with local building codes and job site requirements. Accent is not responsible for installation of materials.
10. As an architecturally pleasing system, great care must be used in installation and handling of this system. Please allow for additional time to unload, store, transport, and install at job site.
11. Finishes may vary in color. Some metallic, Kynar, anodized and bright finishes will vary slightly in final color appearance. In addition, some powder coat and liquid spray paints will vary in color. Contact factory for additional information.
12. This quotation is valid for **ten (10) days** unless noted otherwise. This quotation is good for material shipping (per contract). If shipment extends beyond this period, **ADD 15% per Annum**. Contact Accent for adjusted pricing as applicable.
13. **Progress Payment and Credit Terms:** Customer shall make payments to Accent in conformance with the following payment terms:
 1. Payment of the deposit pursuant to Paragraph 6 within 5 days of execution of the Purchase Order;
 2. Progress payments for the portion of the order as invoiced by Accent as and when fabrication of each portion of the order is ready for shipment provided the materials ready to be shipped are substantially in conformance with the requirements of the Purchase Order, due within 30 days of the date of such progress payment invoice;
 3. Accent will provide notice to Customer that such materials are ready to be shipped together with the applicable invoice;
 4. If Customer is unable to accept each portion of the order when it is ready for shipping, payment for any additional costs for storage and shipping shall be due as invoiced by Accent within 10 days of the date of the invoice for such additional storage and shipping costs; and
 5. In the event Customer is unable to accept shipment within 30 days after Accent's receipt of payment under Paragraph 13.4, Customer shall identify a location to which such materials shall be shipped for storage at Customer's expense.

Standard credit terms apply. Each order is subject to credit approval. A finance charge of the lesser of one and one-half percent (1 ½%) per month, or the maximum interest rate permitted by California law, shall apply to invoices not paid within terms.

14. The freight amounts in the quotation are only estimates. The Quotation does not include sales tax, duty fees, crating, building permits, actual freight costs that are in excess of the estimates, insurance, and other charges due in connection with shipping and/or delivery of the product unless expressly provided, all of which shall remain the sole obligation of the Customer. The Customer shall promptly reimburse or pay Accent for all such taxes, fees, expenses, and costs upon notice.



15. **Notice of claim waiver:** The Customer shall make a careful inspection of the materials purchased at the time of delivery. The Customer's failure to give written notice of any type of claim within ten (10) days from the date of delivery shall constitute an unqualified acceptance of the goods and a waiver of all claims with respect thereto. In the event the Customer alleges that materials are materially non-conforming, no back charges or offsets will be permitted or accepted unless written approval is given by Accent. If the Customer proceeds with installing materials without written approval from Accent, all materials will be deemed to have been accepted by the Customer without qualification, and all work will be at the Customer's own expense. Accent shall not be held responsible if delays by other trades or any other event beyond the control of Accent prevent Accent from completing fabrication in a timely manner.
16. **Limitations of Damages.** The total liability of Accent for any claim or damage arising from or otherwise related to this quotation, the materials or the services, whether in contract or in tort, shall be expressly limited to the total fees paid by the Customer to Accent.
17. **Waiver of Consequential Damages.** Accent and Customer mutually waive all claims against each other for consequential damages arising out of or related to this quotation or purchase order, including but not limited to loss of use, profit, income, rental expenses, financing, business and reputation.
18. All pricing is FOB our plant, City of Industry, CA. Risk of loss is EXW or FOB at our plant, City of Industry, CA.
19. The Accent quotation or purchase order, together with all rights and obligations thereunder, shall not be assigned (whether by operation of law otherwise) or contracted to third parties by Customer without Accent's prior written consent. Any attempted assignment or subcontracting without Accent's written consent shall be void and shall constitute a material breach of this agreement.
20. Accent may cancel and/or suspend performance under a quotation or purchase order if Customer fails to meet its payment obligations and/or is otherwise in material breach.
21. The terms of an Accent quotation or purchase order, together with these Qualifications, constitutes the entire agreement with respect to the sale and purchase of the goods and/or services specified herein. No modification hereof shall be affected by the acceptance or acknowledgement of proposed order forms or other documents of Customer specifying additional or different terms and conditions, all of which are hereby objected to and of no legal effect. The terms of an Accent quotation or purchase order, together with these Qualifications, take precedence over any other document or prior communications (oral or written) regarding this transaction. No course of conduct or dealings between the parties shall be construed to alter or modify these terms unless an amendment is signed in writing by both parties agreeing to such modifications.
22. This Purchase Order shall be governed by the laws of the State of California.



23. In addition to the terms and conditions set forth above, this quotation and all purchase orders accepted by Accent shall be subject to Adams-Campbell Company LTD/Accent Ceilings and Walls Terms & Conditions for Sales, available at <http://www.adamscampbell.com/contact-2/standards-for-suppliers>. (the "Additional Terms"). By signing this Order Authorization, the Customer acknowledges that it has had the opportunity to review the Additional Terms and hereby agrees to be bound by the Additional Terms.

ORDER AUTHORIZATION:

Customer Name: _____

Signed: _____

Print Name: _____

Title: _____

Address: _____

City, State, Zip: _____

Date: _____

Phone: _____

Email: _____

PO#: _____

Order Authorization Notes:

This signed Order Authorization releases Accent to prepare project shop drawings and product submittals pursuant to the above quotation, subject to the potential reimbursement charge in Paragraph 5 of the above quotation.

CAD formatted drawings can be emailed to toms@adamscampbell.com or sent to Accent directly. Our intent is to provide a complete submittal package in 2 to 4 weeks (depending on the project scope) from receipt of drawings and signed Order Authorization.

Final quantities will be determined from approved shop drawings and acknowledged in a purchase order acknowledgement (the "PO Acknowledgement"). The PO Acknowledgement must be signed and returned to Accent prior to shipment of materials.

Again, thank you for the opportunity to quote. We look forward to doing business with you.

Should you have any questions or concerns please feel free to contact our office.