



Proposal

Continua Interiors of Minnesota
 9800 8th Avenue North
 Plymouth, MN 55441
 763-417-3300

quote / order no.	10026
date	11/10/2025
sales representative	Jackie Gott
order name	Mississippi Watershed - Station Adds
terms	NET 15
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bill to: Mississippi Watershed Management
 2522 Marshall St Ne
 Minneapolis, MN 55418-3329

install: Mississippi Watershed Management
 2522 Marshall St Ne
 Minneapolis, MN 55418-3329

ATTN: Accounts Payable
 Phone: 612-465-8780
 Email: contacts@mwmo.org

ATTN: Akadia Johnson
 Phone: 612-746-4982
 Email: ajohnson@mwmo.org

group	description	qty	unit price	extended amount
Additional Fees	Tariff & Surcharges	1.0	\$1,004.62	\$1,004.62

Install	Continua Interiors Installation Services	1.0	\$2,698.07	\$2,698.07
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Tech	Continua Interiors Technical Design Time	1.0	\$2,128.00	\$2,128.00
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Individual Items \$29,774.95

line	description	qty	unit price	extended amount
1	MillerKnoll AS1SA23AA--AJ-65-BB-63-63-8R-36 +Wk Chair, Suspension Mid-Back, Assembled,standard- height range,tilt limiter & seat angle,fully adj arms,adj seat depth AJ:+adjustable lumbar support 65:+fog with studio white Y-Tower BB:+2 1/2" hard caster, black yoke, carpet only 63:+fog 63:+fog 8R:+twist-Pr Cat 2 36:+twist midnight blue Tag: BNR482 - OMNIA Partners Municipal/Basic Installation	3	\$767.00	\$2,301.00
2	MillerKnoll DU6ACS.2484ME--NNP-SUD-125-125-MS-PSC-NNN-57 @Renew Rectangle Table w/ C-Foot,sq-edge,24" d (23" surf size),84" w (82" surf size),thermally-fused lam top/ thermoplastic edge,electric std range NNP:@no power access SUD:@simple up down 125:@natural maple (CP) 125:@natural maple (CP) MS:@metallic silver leg with metallic silver foot PSC:@simple cable NNN:@no cutout 57:@glides Tag: DU6AC84X24X1.25 BNR482 - OMNIA Partners Municipal/Basic Installation	4	\$1,662.12	\$6,648.48



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3	MillerKnoll FT110.4636A +Frame,46" h,36" w,open base, tapered ft Tag: 46/36A BNR482 - OMNIA Partners Municipal/Basic Installation	7	\$100.08	\$700.56
4	MillerKnoll FT112.36AP--MS +Frame Top Cap,36" w,std,painted MS:+metallic silver (non-promote) Tag: A BNR482 - OMNIA Partners Municipal/Basic Installation	8	\$19.44	\$155.52
5	MillerKnoll FT112.48AP--MS +Frame Top Cap,48" w,std,painted MS:+metallic silver (non-promote) Tag: A BNR482 - OMNIA Partners Municipal/Basic Installation	1	\$23.40	\$23.40
6	MillerKnoll FT121.246 +90° 1/2 Universal Con,2 way, 90° 1/2 or 180° 1/2,for 46H frames & low Tag: BNR482 - OMNIA Partners Municipal/Basic Installation	3	\$32.40	\$97.20
7	MillerKnoll FT123.246AP--MS +90° 1/2 Con Cover,2 sides covered,46" h,open base, tapered ft,painted MS:+metallic silver (non-promote) Tag: 2/46A BNR482 - OMNIA Partners Municipal/Basic Installation	3	\$30.24	\$90.72
8	MillerKnoll FT126.2AP--MS +90° 1/2 Con Top Cap,for 2 frame top caps, 90° 1/2,painted MS:+metallic silver (non-promote) Tag: 2A BNR482 - OMNIA Partners Municipal/Basic Installation	3	\$16.92	\$50.76
9	MillerKnoll FT128.46 +Frame-to-Frame Connection Hardware,46" h Tag: BNR482 - OMNIA Partners Municipal/Basic Installation	1	\$14.04	\$14.04



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10	MillerKnoll FT144.06--LZ +Pwr Entry, Internal Direct Connect, 4 Circ,6' I LZ:+PVC-free Tag: 6 BNR482 - OMNIA Partners Municipal/Basic Installation	3	\$104.76	\$314.28
11	MillerKnoll FT152.24--LZ +Pwr Harness, Low Power/Data Tile,24" w LZ:+PVC-free Tag: PH/L BNR482 - OMNIA Partners Municipal/Basic Installation	1	\$90.72	\$90.72
12	MillerKnoll FT152.36--LZ +Pwr Harness, Low Power/Data Tile,36" w LZ:+PVC-free Tag: PH/L BNR482 - OMNIA Partners Municipal/Basic Installation	3	\$97.20	\$291.60
13	MillerKnoll FT154.2--LZ +Pwr Jumper,36" I LZ:+PVC-free Tag: OMNIA Partners Municipal/Basic Installation	1	\$53.64	\$53.64
14	MillerKnoll FT160.46AP--MS +Fin End,46" h,open base, tapered ft,painted MS:+metallic silver (non-promote) Tag: 46A BNR482 - OMNIA Partners Municipal/Basic Installation	1	\$30.24	\$30.24
15	MillerKnoll FT167.36A--CL +Tile Trim, Wall Strip,36" w,top/mid-level low tile trim CL:+cool grey neutral Tag: 36 BNR482 - OMNIA Partners Municipal/Basic Installation	1	\$68.04	\$68.04
16	MillerKnoll FT167.42A--CL +Tile Trim, Wall Strip,42" w,top/mid-level low tile trim CL:+cool grey neutral Tag: 42 BNR482 - OMNIA Partners Municipal/Basic Installation	1	\$70.92	\$70.92



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17	MillerKnoll FT167.48B--CL +Tile Trim, Wall Strip,48" w,top/base-level low tile trim CL:+cool grey neutral Tag: 48 BNR482 - OMNIA Partners Municipal/Basic Installation	1	\$33.84	\$33.84
18	MillerKnoll FT170.3036P--7N-MS +Low Tile,30" h,36" w,painted 7N:+grass (non-promote) MS:+metallic silver (non-promote) Tag: BNR482 - OMNIA Partners Municipal/Basic Installation	1	\$93.96	\$93.96
19	MillerKnoll FT170.3036P--7N-MS +Low Tile,30" h,36" w,painted 7N:+grass (non-promote) MS:+metallic silver (non-promote) Tag: BNR482 - OMNIA Partners Municipal/Basic Installation	9	\$93.96	\$845.64
20	MillerKnoll FT170.3036P--B4-MS +Low Tile,30" h,36" w,painted B4:+blue medium (non-promote) MS:+metallic silver (non-promote) Tag: BNR482 - OMNIA Partners Municipal/Basic Installation	2	\$57.96	\$115.92
21	MillerKnoll FT170.3048P--B4-MS +Low Tile,30" h,48" w,painted B4:+blue medium (non-promote) MS:+metallic silver (non-promote) Tag: BNR482 - OMNIA Partners Municipal/Basic Installation	1	\$65.52	\$65.52
22	MillerKnoll FT171.3036A--7N-MS-CL +Low Power/Data Tile,painted,30" h,36" w,power/data cut above wk surf 7N:+grass (non-promote) MS:+metallic silver (non-promote) CL:+cool grey neutral Tag: BNR482 - OMNIA Partners Municipal/Basic Installation	1	\$113.04	\$113.04



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23	MillerKnoll FT171.3036A--B4-MS-CL +Low Power/Data Tile,painted,30" h,36" w,power/data cut above wk surf B4:+blue medium (non-promote) MS:+metallic silver (non-promote) CL:+cool grey neutral Tag: BNR482 - OMNIA Partners Municipal/Basic Installation	1	\$77.04	\$77.04
24	MillerKnoll FT171.3036C--B4-MS-CL +Low Power/Data Tile,painted,30" h,36" w,power/data cut below wk surf B4:+blue medium (non-promote) MS:+metallic silver (non-promote) CL:+cool grey neutral Tag: BNR482 - OMNIA Partners Municipal/Basic Installation	1	\$77.04	\$77.04
25	MillerKnoll FT175.1136T--MS-MS +Rail Tile,11" h,36" w,top MS:+metallic silver (non-promote) MS:+metallic silver (non-promote) Tag: BNR482 - OMNIA Partners Municipal/Basic Installation	2	\$110.52	\$221.04
26	MillerKnoll FT175.1136T--MS-MS +Rail Tile,11" h,36" w,top MS:+metallic silver (non-promote) MS:+metallic silver (non-promote) Tag: BNR482 - OMNIA Partners Municipal/Basic Installation	2	\$110.52	\$221.04
27	MillerKnoll FT175.1148T--MS-MS +Rail Tile,11" h,48" w,top MS:+metallic silver (non-promote) MS:+metallic silver (non-promote) Tag: BNR482 - OMNIA Partners Municipal/Basic Installation	2	\$129.60	\$259.20
28	MillerKnoll FT181.1136P--B4-MS +Upper Tile,11" h,36" w,painted B4:+blue medium (non-promote) MS:+metallic silver (non-promote) Tag: BNR482 - OMNIA Partners Municipal/Basic Installation	1	\$33.48	\$33.48



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29	MillerKnoll FT181.1136P--B4-MS +Upper Tile, 11" h, 36" w, painted B4:+blue medium (non-promote) MS:+metallic silver (non-promote) Tag: BNR482 - OMNIA Partners Municipal/Basic Installation	10	\$33.48	\$334.80
30	MillerKnoll FT181.1142T--91-ZMA-02 +Upper Tile, 11" h, 42" w, tackable fabric 91:+white (CP) ZMA:@metaphor-Pr Cat 2 02:+metaphor moonflower Tag: BNR482 - OMNIA Partners Municipal/Basic Installation	1	\$52.20	\$52.20
31	MillerKnoll FT190.46 +Wall Start, 46" h Tag: 46 BNR482 - OMNIA Partners Municipal/Basic Installation	1	\$37.08	\$37.08
32	MillerKnoll FT191.79--UBK +Wall Strip, 79" h UBK:+ultra black (CP) Tag: 79 BNR482 - OMNIA Partners Municipal/Basic Installation	2	\$40.68	\$81.36
33	MillerKnoll FTS10.2448LS--125-125 +Rect Surf, sq-edge, 24" d, 48" w, high-pressure lam top/ thermoplastic edge, no brackets, for freestd or use w/ low crdnz 125:+natural maple (CP) 125:+natural maple (CP) Tag: 24/48 BNR482 - OMNIA Partners Municipal/Basic Installation	4	\$157.68	\$630.72
34	MillerKnoll FV2A2.24FL--MS +Open Support Leg, Arch Foot, 24" d, fixed ht, lf MS:+metallic silver (non-promote) Tag: OS24 BNR482 - OMNIA Partners Municipal/Basic Installation	3	\$230.76	\$692.28
35	MillerKnoll FV2A2.24FR--MS +Open Support Leg, Arch Foot, 24" d, fixed ht, rt MS:+metallic silver (non-promote) Tag: OS24 BNR482 - OMNIA Partners Municipal/Basic Installation	1	\$230.76	\$230.76



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36	MillerKnoll FV2A2.2AFS--MS +Open Support Leg, Arch Foot,12" deep, shared, fixed ht,shared MS:+metallic silver (non-promote) Tag: OS2A BNR482 - OMNIA Partners Municipal/Basic Installation	4	\$141.48	\$565.92
37	MillerKnoll FV43S.F815422FG03--125-8Q-125 @OH Stg Cabinet, Sliding Doors,Canvas frame connection, 15" h,42" w,2 full sliding dr,thermally-fused lam case/glass dr, 3/8" thermally-fused lam thin top 125:@natural maple (CP) 8Q:@folkstone grey (CP) 125:@natural maple (CP) Tag: OH/SD42 BNR482 - OMNIA Partners Municipal/Basic Installation	1	\$1,335.96	\$1,335.96
38	MillerKnoll HZ120.75361--SNA +OE1 Agile Wall, Frame w/ Glides, for Full Ht Shelves,75" h, 36" w,frame for full shelving SNA:+satin aluminum Tag: H75/60 BNR482 - OMNIA Partners Municipal/Basic Installation	3	\$1,166.38	\$3,499.14
39	MillerKnoll HZ160.36L--125-125 +OE1 Agile Wall, Full Ht Shelves,36" w,high-pressure laminate/thermoplastic edge 125:+natural maple (CP) 125:+natural maple (CP) Tag: BNR482 - OMNIA Partners Municipal/Basic Installation	3	\$446.01	\$1,338.03
40	MillerKnoll HZ320S.2333L04ES--SKS-J-91-125-125-8Q +OE1 Micro Pack, 4-Pack,sq-edge,23" d,33" w,high-pressure lam top/thermoplastic edge,3/4" thick,electric,surf clamp SKS:+rounded simple switch J:+1 simplex receptacle, 1 powered USB-A/USB-C combo 91:+white (CP) 125:+natural maple (CP) 125:+natural maple (CP) 8Q:+folkstone grey (CP) Tag: 23/33LS BNR482 - OMNIA Partners Municipal/Basic Installation	1	\$5,397.50	\$5,397.50



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41	MillerKnoll HZ330.1433--8Q +OE1 Micro Pack Privacy Screen, Single/4-Pack,14" h (from top of surf to top of screen),33" w 8Q:+folkstone grey (CP) Tag: 14/33 BNR482 - OMNIA Partners Municipal/Basic Installation	4	\$267.27	\$1,069.08
42	MillerKnoll HZ350.1--1HS-02 +OE1 Micro Pack Screen Liner,liner for single micro pack or 4-pack micro pack 1HS:+hush-Pr Cat 4 02:+hush pesto Tag: 1SL BNR482 - OMNIA Partners Municipal/Basic Installation	4	\$177.43	\$709.72
43	MillerKnoll LG890.120--3SL-13 +Pedestal Add-On Cush Top,1" h,20" d 3SL:@sequel-Pr Cat 2 13:+sequel slate grey Tag: CUSH/20 BNR482 - OMNIA Partners Municipal/Basic Installation	1	\$91.68	\$91.68
44	MillerKnoll LQ11H.20BF--SB-SS-MS-91-KC-NH-5M-H1 @Arc Pull Mobile Pedestal,high-pressure lam w/ thermo edge, 20" d,BF SB:+full-extension ball-bearing SS:+smooth paint on smooth steel MS:+metallic silver (non-promote) 91:+white (CP) KC:+keyed differently, chrome NH:+brushed nickel 5M:+pencil tray in box drawer, 2 file converters in file drawer H1:+hand grip only Tag: M/BF BNR482 - OMNIA Partners Municipal/Basic Installation	1	\$550.84	\$550.84

subtotal	\$35,605.64
total order	\$35,605.64
required down payment	\$17,802.82

To pay via ACH please contact armn@continuainteriors.com or to pay by credit card please visit our client portal on our website continuainteriors.com

Your order may be subject to additional tariffs or customs fees. These charges are the responsibility of the buyer and are due upon final invoice.



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Financing Options For Your Consideration

We are pleased to offer the following finance proposal to help facilitate the acquisition of your new furniture solution. Our goal is to offer the best possible payment structure to meet your current and ongoing financing needs. We can provide a wide range of financing options and customized terms. Below, you will find the monthly payment amount for this proposal, for the typical 60 month term. This proposed financing is subject to credit approval by LEAF Commercial Capital, Inc. or its affiliates and the execution of mutually acceptable lease documentation. Does not include applicable sales tax. If you are interested in learning more about this option, please contact your Continua Interiors representative.

Total Monthly Payment Amount: \$ 737.04



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GENERAL TERMS & CONDITIONS OF SALE

The following General Terms and Conditions of Sale apply to the product and service order placed by the undersigned BUYER with Continua Interiors of Minnesota, LLC.

1. Purchase Orders

- a. If purchase orders are required, BUYER must provide copies of the purchase orders at the time of ordering product or services from CONTINUA INTERIORS OF MINNESOTA, LLC.
- b. The prices quoted by CONTINUA INTERIORS OF MINNESOTA, LLC in the Proposal are valid for 30 days from the date of the Proposal, provided that should a manufacturer or third-party service provider increase the price of a product, CONTINUA INTERIORS OF MINNESOTA, LLC may increase the price to BUYER by an amount up to such increase. These Terms and Conditions shall continue in effect until the completion of all work under the Proposal.

2. Down Payment

- a. A down payment of 50% of the order total is required for orders over \$10,000.
- b. Any down payments required by the manufacturer more than 50% shall be required of the BUYER before the order is placed.

3. Invoicing

- a. After down payment, the remaining balance will be invoiced when project installation is substantially complete, as determined by CONTINUA INTERIORS OF MINNESOTA, LLC.
- b. CONTINUA INTERIORS OF MINNESOTA, LLC reserves the right to send progress billings for installations and product orders that take more than one week. Any product being held (i) at BUYER's request or (ii) because the installation site is not yet ready for installation, will be invoiced in full upon CONTINUA INTERIORS OF MINNESOTA, LLC receipt of the same. Payments are to be made in accordance with the terms in Section 5.

4. Taxes

- a. Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value-added tax, duty, custom, inspection, tariff or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between CONTINUA INTERIORS OF MINNESOTA, LLC and BUYER shall be paid by BUYER in addition to the prices quoted or invoiced. In the event CONTINUA INTERIORS OF MINNESOTA, LLC is required to pay any such tax, fee or charge, BUYER shall reimburse CONTINUA INTERIORS OF MINNESOTA, LLC therefore; or in lieu of such payment, BUYER shall provide CONTINUA INTERIORS OF MINNESOTA, LLC at the time the order is submitted with an exemption certificate or other document acceptable to the authority imposing the same. Should CONTINUA INTERIORS OF MINNESOTA, LLC, in its sole discretion, determine that the exemption document provided by BUYER does not clearly meet the requirements of the authority imposing a tax, BUYER hereby agrees to pay such tax in full.

5. Payment

- a. All payments for project completion or progressive invoices are due per payment terms on the invoice. BUYER may hold up to 10% retainage for uncompleted installation, or an amount equal to the selling price of any backordered or undelivered merchandise.
- b. Payment may not be withheld for any product not delivered due to (i) BUYER's request or (ii) the installation site not being ready for installation.
- c. Title to the merchandise passes to the BUYER when the full purchase price and all other charges under this agreement are paid in full.
- d. Balances past due shall bear interest payable to CONTINUA INTERIORS OF MINNESOTA, LLC at a rate of 1.5% per month of simple interest.
- e. CONTINUA INTERIORS OF MINNESOTA, LLC shall retain, and BUYER hereby grants, a security interest in the goods sold hereunder, until BUYER has completed payment of the purchase price, plus accrued interest, and fully performed all the other terms and conditions hereof. CONTINUA INTERIORS OF MINNESOTA, LLC shall be entitled, and BUYER hereby authorizes CONTINUA INTERIORS OF MINNESOTA, LLC, without further action of BUYER, to prepare and file one or more Financing Statements pursuant to the Uniform Commercial Code to evidence this lien in form satisfactory to CONTINUA INTERIORS OF MINNESOTA, LLC (and the Proposal, these Terms and Conditions and any purchase orders each may serve as a security agreement for that purpose). The goods covered hereby shall remain strictly personal property, irrespective of the mode of its attachment to realty, the consequences of its being disturbed or removed, or the use made of it. BUYER shall maintain the goods covered hereby in good condition and repair and not permit its value to be impaired. BUYER shall not sell, mortgage, pledge or otherwise deal in or encumber the goods or any part of it or permit it to be removed from the place where first installed, for so long as any amounts under these Terms and Conditions remains unpaid, without CONTINUA INTERIORS OF MINNESOTA, LLC'S prior written consent.
- f. If the BUYER defaults on payment, CONTINUA INTERIORS OF MINNESOTA, LLC after 180 days from the invoice date may repossess the merchandise.

6. Credit Cards

- a. For orders transacted via credit card, a processing fee of 3.5% of the total order amount will be applied. This fee covers the costs associated with credit card transactions. CONTINUA INTERIORS OF MINNESOTA, LLC accepts Visa, MasterCard, and American Express credit cards.



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7. Changes, Cancellations, and Returns

- a. The order to which these General Terms apply may not be changed or canceled, nor products returned except in the event of non-conforming goods, in whole or in part, by the BUYER without CONTINUA INTERIORS OF MINNESOTA, LLC'S written consent.
- b. The BUYER agrees in all respects to the price and terms set forth in the order, and acknowledges that a modification may only be made by a written Change Order signed by both parties.
- c. A written Change Order may include revised product costs, restocking fees and any other associated costs.

8. Shipments, Deliveries, Freight, and Claims

- a. All product shipments are made to CONTINUA INTERIORS OF MINNESOTA, LLC or shipped directly from the manufacturer to the BUYER, as determined by CONTINUA INTERIORS OF MINNESOTA, LLC. CONTINUA INTERIORS OF MINNESOTA, LLC shall not be held responsible for damages or delays due to an act or circumstance that is outside of CONTINUA INTERIORS OF MINNESOTA, LLC'S control. Partial shipments may be necessary and are at the discretion of the manufacturer. Freight charges incurred by CONTINUA INTERIORS OF MINNESOTA, LLC will be invoiced to BUYER. Claims for transportation damage will be BUYER'S responsibility if BUYER receives merchandise directly from the manufacturer.
- b. BUYER is responsible for insurance coverage for loss of product due to damage or theft of product beginning when product is received at the job site.
- c. A shipping or fuel surcharge may be applied to an order to cover the market fluctuations in fuel prices.
- d. Shipping and freight charges are subject to change.

9. Documentation/Drawings/Field Measurements

- a. The contract documents may consist of this agreement, a scope of work (SOW), shop drawings, elevations, pricing, formal line drawings and other project related documentation required to complete the project.
- b. Field measuring may be required prior to shop drawing submission and final plan signoff. BUYER plan review and signoff is required prior to placement of any modular wall, AV, millwork, electrical/low voltage installation or custom furniture application. All field verifications will be noted on shop drawings for BUYER signoff.

10. Warehouse Receiving and Storage

- a. If product is shipped to CONTINUA INTERIORS OF MINNESOTA, LLC'S warehouse, CONTINUA INTERIORS OF MINNESOTA, LLC will receive, inspect, and store for up to 30 days. After 30 days, storage charges may be assessed for product held in CONTINUA INTERIORS OF MINNESOTA, LLC'S warehouse.
- b. Storage fees, using current market rates based on storage location, may be quoted and applied if a BUYER'S job site is not ready for a scheduled delivery, or the BUYER modifies the schedule after a delivery acknowledgment does not allow CONTINUA INTERIORS OF MINNESOTA, LLC to delay product delivery. There are no storage fees for conditions or circumstances related to CONTINUA INTERIORS OF MINNESOTA, LLC performance.

11. Postponement Storage and Labor Costs

- a. In the event BUYER requests postponement of agreed upon delivery of goods to BUYER'S site, CONTINUA INTERIORS OF MINNESOTA, LLC may at its option receive and store product at additional cost to the BUYER, or in the instance of a direct shipment to BUYER, transfer the goods to storage for the BUYER'S account and at the BUYER'S risk and expense. Such a transfer to storage shall be deemed delivery to the BUYER for all purposes, including invoicing and payment for product only.
- b. CONTINUA INTERIORS OF MINNESOTA, LLC will bill the published rates listed in this agreement or prevailing industry rates for storage.
- c. BUYER'S insurance company will be responsible for any loss of product due to theft or damage incurred while product is stored at a BUYER'S on-site or off-site facility.



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12. Maintenance and Repair; Warrantees

- a. All product is guaranteed according to manufacturers' published warranties only. BUYER acknowledges receipt of all manufacturers' warranty documentation, cleaning instructions with cleaning product recommendations, and maintenance information, for all products purchased. BUYER further acknowledges that it is responsible for all post-installation cleaning and maintenance of products, that use of unapproved cleaning products or improper cleaning or maintenance practices may void manufacturer's warranties, and that any post-installation product damage resulting from use of unapproved cleaning products, improper cleaning or maintenance practices, or any other cause is not CONTINUA INTERIORS OF MINNESOTA, LLC'S responsibility. In no event will CONTINUA INTERIORS OF MINNESOTA, LLC be responsible for any post-installation damage to products, whether resulting from BUYER's use of unapproved cleaning products, improper maintenance practices, or other cause.
- b. BUYER'S SOLE REMEDY FOR ANY PRODUCT DEFECT OR DAMAGE WILL BE UNDER THE MANUFACTURER'S WARRANTY, IF ANY, AND CONTINUA INTERIORS OF MINNESOTA, LLC WILL HAVE NO OBLIGATION TO ASSIST BUYER IN CONNECTION WITH ANY MANUFACTURER'S WARRANTY CLAIMS. In the event BUYER requests CONTINUA INTERIORS OF MINNESOTA, LLC to perform any repairs or maintenance not covered by warranty, CONTINUA INTERIORS OF MINNESOTA, LLC will provide those services at its current hourly rate plus applicable trip charges.
- c. CONTINUA INTERIORS OF MINNESOTA, LLC MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR THAT THE PRODUCTS OR ITS SERVICES WILL BE FIT FOR ANY PARTICULAR OR UNUSUAL USE. IN NO EVENT WILL CONTINUA INTERIORS OF MINNESOTA, LLC BE LIABLE TO THE BUYER FOR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES.
- d. CONTINUA INTERIORS OF MINNESOTA, LLC offers a 90-day workmanship warranty on all projects. Warranty does not cover environmental, BUYER network, defective products or BUYER driven changes that are considered outside of the original scope of work (SOW). Owner Furnished Equipment (OFE) warranty service is not included in this agreement.

DELIVERY AND INSTALLATION TERMS & CONDITIONS OF SALE

13. Delivery & Installation

- a. The BUYER agrees that the space will be complete and ready for product installation, and that CONTINUA INTERIORS OF MINNESOTA, LLC will have free and clear access to the space. The BUYER also acknowledges that they will have official occupancy of the space the product is being delivered.
- b. CONTINUA INTERIORS OF MINNESOTA, LLC will inform BUYER of an estimated date of delivery ("Estimated Delivery Date") when CONTINUA INTERIORS OF MINNESOTA, LLC receives an estimated shipping date from its supplier or manufacturer. The Estimated Delivery Date is not a guaranteed delivery date. BUYER recognizes and acknowledges that the Estimated Delivery Date is merely an estimate and is subject to change by CONTINUA INTERIORS OF MINNESOTA, LLC or the manufacturer without notice.
- c. Additional fees and/or trip charges may apply if the BUYER's site is not complete and ready for installation. CONTINUA INTERIORS OF MINNESOTA, LLC will document any additional fees in a change order.

14. Normal Business Hours

- a. If included in the scope of services and specifically itemized in the proposal, delivery and installation work will be performed during normal business hours--7:00am-3:30pm--Monday through Friday unless other specific agreements are made in writing and included with CONTINUA INTERIORS OF MINNESOTA, LLC'S proposal.
- b. Installation done after normal business hours, on weekends, or on holidays will be subject to an additional overtime premium charge and subject to CONTINUA INTERIORS OF MINNESOTA, LLC'S acceptance, unless such agreement was specifically agreed to in the final proposal.
- c. CONTINUA INTERIORS OF MINNESOTA, LLC overtime rates are 1.5X the published hourly rates Monday-Friday and 2.0X the published hourly rate Saturday and Sunday. Any change orders or work order changes must be in writing and signed by both parties prior to performance of any modified services by CONTINUA INTERIORS OF MINNESOTA, LLC.

15. Labor

- a. If trade regulations enforced at the time and place of installation require the use of tradesmen at the site other than CONTINUA INTERIORS OF MINNESOTA, LLC'S own installation personnel or subcontractor, BUYER will pay any resulting additional costs.



Proposal

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Plymouth, MN 55441
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16. Electrical/Low Voltage/Network Systems Hookup

- a. A licensed electrician may be required to install electrical products including outlets, tasklights and connections to base building power. If CONTINUA INTERIORS OF MINNESOTA, LLC determines that an electrician is required, BUYER will be responsible for contracting and paying all costs of the electrician and the electrical installation.
- b. Low voltage vendor and coordination will be managed by BUYER unless included in the CONTINUA INTERIORS OF MINNESOTA, LLC work order or scope of work.
- c. Access to power, lighting and low voltage will be documented and available.
- d. Adequate and functioning network access along with permissions will be granted to CONTINUA INTERIORS OF MINNESOTA, LLC to install and test electrical and Audio-Visual installed products.
- e. Software licenses provided by the BUYER, such as Microsoft Teams, Zoom, WebEx and others, which is required and called out in the scope of work (SOW) will need to be registered and ready to be activated prior to installation.
- f. BUYER will provide access and Vendor contacts for PBX, SIP UC and phone systems if required.
- g. CONTINUA INTERIORS OF MINNESOTA, LLC is not responsible for any underground trenching or installation for outside wiring.
- h. Any schedule change caused by BUYER's failure to complete defined IT configuration steps by the agreed date will necessitate BUYER executing a change order for payment of labor time lost or unable to be utilized before work will be rescheduled.
- i. Rescheduled installations due to BUYER's failure to complete IT configuration steps are subject to CONTINUA INTERIORS OF MINNESOTA, LLC'S labor availability. CONTUNIA INTERIORS is not responsible for the additional costs BUYER may incur due to these delays in installation.
- j. CONTINUA INTERIORS OF MINNESOTA, LLC is not responsible for client network readiness. All end points are required to be patched in prior to AV installation.

17. Installation

- a. CONTINUA INTERIORS OF MINNESOTA, LLC'S installers will be responsible for clearing all product packing materials at the site, cleaning the product they installed, and noting any warranty work or parts needed during a final walk-through inspection with the BUYER.
- b. BUYER is responsible for providing access to recycling and garbage removal created by the delivery and installation of this proposal. CONTINUA INTERIORS OF MINNESOTA, LLC will work with the site contact to determine where to dispose of said garbage and recycling.
- c. If CONTINUA INTERIORS OF MINNESOTA, LLC is required to remove them from the site, charges may incur for disposal and labor unless noted in proposal.

18. Job Site Conditions & Services

- a. All quotes are based upon BUYER's job site being "Site Ready" prior to product delivery. Site Ready is defined as: clean, clear of all obstructions, and free of debris, and all painting, carpet, data cabling and ceilings are fully complete. Charges will be assessed to BUYER for excessive handling, storage and transportation incurred because of site conditions, activity of other trades, or other reasons not specifically identified in the quotation, at standard hourly rates, or at actual charges, if labor is performed by a third party.
- b. The BUYER will insure at its expense that the job site is ready to accept furniture and/or audio visual equipment with construction complete (ceiling grid and tile in, wall covering/paint done, carpet and baseboard finished, electrical/data work done, etc.) and the space free of trades (punch list trades only), as well as clean and free of debris.
- c. BUYER will furnish electrical current, heating, lighting, trash disposal containers, hoisting and/or elevator services, and suitable unobstructed dock space, moving and staging areas at the job site without charge to CONTINUA INTERIORS OF MINNESOTA, LLC. If CONTINUA INTERIORS OF MINNESOTA, LLC is required to remove or handle existing furniture or audio-visual equipment, the additional cost of moving, handling and transporting shall be billed to BUYER on an hourly basis. Once the installation has begun, BUYER agrees to assume any expense incurred by CONTINUA INTERIORS OF MINNESOTA, LLC due to such changes made at BUYER's request or for any reason beyond CONTINUA INTERIORS OF MINNESOTA, LLC'S control.

19. Loss or Damage

- a. After the product is delivered to the BUYER's site, any loss or damage by weather, other trades such as painting or plastering, fire or other elements, shall be the responsibility of the BUYER, and the BUYER agrees to hold CONTINUA INTERIORS OF MINNESOTA, LLC harmless from loss for such reasons.

20. Special Packaging

- a. If special packaging or handling is required that is not contained in the specifications, it will be subject to an additional charge that will be set out on CONTINUA INTERIORS OF MINNESOTA, LLC'S invoice to the BUYER.

21. Staging & Storage Space

- a. If products arrive at BUYER's site earlier than the Estimated Delivery Date, the BUYER will provide safe and adequate storage space. If the space provided is inconveniently located or on another floor, the extra cost of such moving the products will be reimbursed to CONTINUA INTERIORS OF MINNESOTA, LLC by BUYER.



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22. Limitation of Liability

- a. With respect to breaches of this contract, CONTINUA INTERIORS OF MINNESOTA, LLC'S liability shall in no event exceed the contract price. CONTINUA INTERIORS OF MINNESOTA, LLC SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY NOT EXPRESSLY SET FORTH HEREIN, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY CONTINUA INTERIORS OF MINNESOTA, LLC, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, CONTINGENT AND SPECIAL DAMAGES WHATSOEVER.

23. Indemnification

- a. BUYER shall indemnify CONTINUA INTERIORS OF MINNESOTA, LLC against any and all losses, liabilities, damages and expenses (including, without limitation, attorneys fees and other costs of defending any action) which CONTINUA INTERIORS OF MINNESOTA, LLC may incur as a result of any claim by BUYER or others arising out of or in connection with the products and/or services sold hereunder and based on product or service defects not proven to have been caused solely by CONTINUA INTERIORS OF MINNESOTA, LLC'S negligence.

24. Acts beyond reasonable control

- a. CONTINUA INTERIORS OF MINNESOTA, LLC shall not be liable for any delay or failure to deliver any or all the product caused by labor disputes, strikes, act of God, or other delay beyond the reasonable control of CONTINUA INTERIORS OF MINNESOTA, LLC. In such instances, any deadlines for delivery shall be adjusted by a reasonable amount.

25. Governing Law / Attorneys fees

- a. The terms of this Agreement shall be governed by the laws of the State of Minnesota (without regard to conflict of laws provisions). The parties agree that any action or proceeding to enforce or arising out of this Agreement shall be commenced only in state or federal courts located in Minneapolis, MN. The parties consent to such jurisdiction, agree that venue will be proper in such courts and waive any objections based upon Forum Non Conveniens. BUYER shall reimburse CONTINUA INTERIORS OF MINNESOTA, LLC for all reasonable attorneys' fees and collection costs incurred by CONTINUA INTERIORS OF MINNESOTA, LLC to enforce its rights against BUYER under these Terms and Conditions.

26. Entire Agreement

- a. Unless otherwise agreed to in writing between BUYER and CONTINUA INTERIORS OF MINNESOTA, LLC, this document is intended by all parties as the final expression of their agreement and supersedes all other purchase orders or documents provided by BUYER.



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In acknowledgment of Agreement the BUYER, _____
and CONTINUA INTERIORS OF MINNESOTA, LLC have had this Agreement signed by their duly authorized officers.

BUYER

Continua Interiors of Minnesota, LLC

(Print) Name and Title

(Print) Name and Title

Signature Date

Signature Date