

Conditions of Sale

Reference to Inscope shall include all Inscope products except as noted.

Order Placement & Order Confirmation

All orders with Inscope must be placed in writing or sent electronically by the purchaser. Verbal orders are not accepted. All orders must be accepted and confirmed by Inscope in writing to be valid. Inscope manufactures, delivers and invoices based on the information in such written acknowledgment. Inscope provides an Order Acknowledgment by mail and/or facsimile. It is the purchaser's responsibility to advise Inscope of any information in the Order Acknowledgment that is incorrect within five (5) working days of receipt thereof, after which such Order Acknowledgment shall be deemed to be correct. The Order Acknowledgment, together with these Conditions of Sale, are intended and agreed by the purchaser to be the complete, exclusive and final statement of all terms and conditions of agreement between Inscope and the purchaser with respect to the purchase and sale of any Inscope product. No other terms and conditions shall apply to this agreement unless specifically agreed to in writing by an authorized officer of Inscope.

Prices

All pricing (list, discounted, net, or otherwise) is for product only and is subject to change without notice. Without limiting the generality of the foregoing, prices do not include storage, insurance, taxes, local delivery or installation. Freight is included in all product pricing, with the exception of walls. For furniture orders under \$10,000 net, a 6% freight charge will apply.

Minimum Order

All orders with a net value of \$50 or less are subject to a minimum order net charge of \$50.

Title & Freight

All product shipped F.O.B. Inscope's factory (Holland Landing, Ontario; Falconer, New York; or Grand Rapids, Michigan, depending on manufacturing location). Title to any product ordered and any risk of loss shall pass to the purchaser once delivered by Inscope to the carrier. Subject to the various requirements and terms for shipping contained herein, freight costs, except freight surcharges, are prepaid and allowed to all points within the contiguous United States and Canada. Outside Canada and the contiguous United States, freight is not included.

Payment

Inscope invoices all orders in the currency indicated on the Order Confirmation. Payment must be made in this same currency and may be made by cheque or wire transfer. Subject to credit approval, Inscope's standard payment terms are net 30 days from the invoice date. Delinquent accounts are subject to a 1.5% per month charge or the largest amount permitted by law. Inscope reserves the right to delay or cancel any shipment where an account is delinquent.

Order Changes & Cancellations

As Inscope products are made to order the procurement and production processes begin well in advance of shipment. Therefore, requests for order changes or cancellations must be evaluated and approved by Inscope. If a request is approved a cancellation change fee will apply and the delivery date may be adjusted. The fee will be calculated by Customer Service based on a percentage of the total order value. The following chart serves as a guideline only:

Business Days before Acknowledged Ship Date	1-10	11-15	16-20	21 or greater
% of Total Order Value	100%	75%	50%	25%

Some order changes or cancellations may not be approved, such as the following examples: Specials (not standard product), Special finishes including non-Standard paints, Long lead time finishes such as veneers, Orders requesting less than Standard lead times.

If order changes or cancellations are not approved, 100% of the acknowledged order value will apply. All requests must be sent to Customer Service using the Change Order Form available on Insite. Inscope

will review the request and if approved, will return the completed form by email/facsimile back and indicate applicable charges. The requestor must then sign the form and return it to Inscope to acknowledge their acceptance. Note that any change will require rescheduling and a new ship date will be provided.

Specifications

Specifications are subject to change without notice. Inscope reserves the right to modify products at any time.

Orders Involving Customer's Own Material ("COM")

Use of any COM must be approved by Inscope based on an Application Test prior to acceptance of order. Inscope requires sample fabric to assess whether the material is suitable for manufacturing on Inscope product. Panel fabrics that have stain retardant or do not meet UL requirements will not be approved nor accepted by Inscope and their adhesion will not be warranted. Inscope does not warranty any COM and assumes no responsibility for the appearance, durability, colorfastness or performance. Workmanship of the application is covered under standard warranty. Additional charges for certain COM materials may apply. All COM supplied to Inscope must be and is assumed to be accurately manufactured, free of defects, production ready and identical to the sample fabric. Color, style and quantity of COM supplied to Inscope are assumed to be correct. Inscope cannot be held responsible or liable for any inaccuracy or defect in the COM. Any delay in production due to an inaccuracy or defect and any additional costs which may result are the full responsibility of the customer. All COM material must be shipped prepaid to Inscope with the following information clearly marked on the shipment:

- Name of the upholstery, design and color
- Total yardage provided for each material
- Customer's name
- Purchase order number
- COM approval number

Orders involving COM will only be released and scheduled for production once all COM is on hand and in sufficient quantity. Inscope is not liable for and will dispose of any excess COM yardage.

Shipping

Dates: All Order Acknowledgments contain an estimated shipping date(s). This date(s) is approximate only and not guaranteed. Inscope shall in no way be liable to the purchaser or end user for any delays in meeting the estimated shipping date(s).

Method & Carrier: Inscope reserves the right to select the method of transportation and carrier of choice for any shipment.

Deferral & Storage Terms: The purchaser shall have 2 hours to offload a standard full load and 1 hour for LTL. Waiting time charges shall apply beyond these time frames. Where purchaser is unwilling or unable to accept delivery of any product that is shipped by Inscope under the terms of this agreement, such product will be transferred into third party storage. If the dealer or customer has not designated a storage site, Inscope will transfer the goods to a location of its choice. Purchaser will be responsible and billed for any direct and related costs for such storage. Inscope shall not be liable for any damage or risk of loss incurred on products transferred into storage. Any product transferred into storage shall be deemed to constitute good delivery of such product by Inscope, whereupon Inscope shall have the right to invoice purchaser for such product as of the shipping date.

Drop Shipments & Docking Requirements: Except as provided in this paragraph, Inscope requires that all products be shipped only to the dealer's dock and that such docking facilities be equipped to handle a 53' tractor-trailer with appropriate personnel to offload the truck. Neither Inscope nor the carrier is responsible for offloading product from the truck. In cases where Inscope determines that an order or portions thereof represent sufficient product to account for a complete trailer load, Inscope may agree, if requested by the purchaser, to ship directly to an end user, provided that the end user has the proper docking facilities and personnel to offload the truck as set forth above. Any portion of such order that is less than a trailer load quantity will be delivered to a dealer's warehouse, as stated above. Product that cannot be delivered as a result of failure by the dealer or end user to meet the above requirements will be delivered to a warehouse, with redelivery at the purchaser's expense.

Freight Damage Claims: All Inscope products are carefully inspected prior to shipping and are packaged

according to International Safe Transit Association (ISTA) standards. As such, the purchaser is advised to examine the goods upon receipt as Inscope is not responsible for damage to goods that occur in transit or storage. In addition, the purchaser is advised that it must notify and file claims of any concealed damage to the product in accordance with the carrier's terms and conditions. In most cases, the carrier's requirements will include notification of any claims relating to concealed goods within 5 days of delivery and that a formal freight claim must be filed with the carrier within 60 days of delivery. In addition, most carriers require that all packaging be retained and available for inspection and the goods left at the original delivery point. Terms and conditions do vary from carrier to carrier and the purchaser is advised to consult with the carrier directly for details.

Requests for Special Shipping or Handling: Inscope will make every effort to accommodate any special shipping or packaging requests. Inscope reserves the right to charge the purchaser with any direct or indirect costs associated with meeting such requests if they go beyond Inscope's standard procedures.

Shipping Weights & Cubic Dimensions:

All shipping weights and cubic dimensions, if provided by Inscope, are approximate.

Non-Obsolescence

Refer to the [Non-Obsolescence Policy](#) document on Insite [accessinsite.com](#).

Warranty

Refer to the [North American Warranty](#) document on [inscapesolutions.com](#).

Claims & Returns Procedure

Claims relating to defects in material or workmanship must be reported to Inscope Client Services within 30 days of detection. Inscope products may only be returned with Inscope's prior written authorization, whether or not such product is under warranty. All requests to return product must be made in writing to Inscope and include a description of the product, the reason for the return request, proof that the user is the original user, and evidence of the date that the product was originally delivered. No returned product will be accepted by Inscope without prior written consent. Except in instances involving a valid warranty claim, returned product will be subject to shipping, handling, re-stocking and restoration charges.

Claims against Inscope, other than valid warranty claims, must be made in writing within 5 days after delivery, irrespective of whether product remains concealed at the delivery site. Inscope shall not be liable for any non-warranty claims, including but not limited to shortage claims, that are made after 5 days from the date of delivery.

Governing Law

The invoice and the agreement of purchase and sale arising here from shall be governed by and construed in accordance with the laws of Ontario and New York (excluding the International Sales of Goods Act., R.S.O., 1990 as amended from time to time).

For more information, contact:

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