



Quote

Madison Purchasing Services/Monona Terrace Convention
Center/Option 4 ReOrder Including Lecture and Attic - Minus
Offices

Doc # 158159-7
Project # SP196197

Date:	30 May 2023	Page:	1
Client:	Madison Purchasing Services 210 ML King Jr Blvd Rm 406 Madison, WI 53703 United States	Ship To/ Pick Up:	Monona Terrace Convention Center One John Nolen Drive East Loading Dock - Griffith Madison, WI 53703 United States
Attn:		Attn:	Dwaine Rundle
Tel:		Tel:	1-608-261-4154
Email:		Email:	drundle@mononaterrace.com
Terms:	50% deposit upon order confirmation & full balance before delivery	Freight:	DDP - Delivered Duty Paid
Customer PO:		FOB:	Los Angeles, CA
Quote valid till:	31-Aug-2023	Salesperson:	Reilly, Monica

Description of Services

1	Furnishing: AX-Nylon Spun Yarn - 10 rows-0.250" (6.4mm) PH-36.3 oz/sy (1232 gm/sm); 6-8 Colors: Polypropylene Backing, WIDTH: 3.66 M (12') Part Number: Design: LX03850-23 CPT01 Field Carpet Colors: As per approved sample - 8 - (M334/28K, N335/29L, E332/25C, N334/28L, F333/27E, I334/26H, L335/25BB, C301/25AA) Quantity: 5,900.49 SM @ 52.52	\$309,893.73
2	Furnishing: AX-Nylon Spun Yarn - 10 rows-0.250" (6.4mm) PH-36.3 oz/sy (1232 gm/sm); 6-8 Colors: Polypropylene Backing, WIDTH: 3.66 M (12') Part Number: Design: BX04463-1 CPT02 Border Carpet Colors: As per approved sample - 2 - (M334/28K, N335/29L) Quantity: 4,911.77 SM @ 52.52	\$257,966.16
3	Furnishing: AX-Nylon Spun Yarn - 10 rows-0.250" (6.4mm) PH-36.3 oz/sy (1232 gm/sm); 6-8 Colors: Polypropylene Backing, WIDTH: 4M (13'1.5") Part Number: Design: LX03850-20 CPT03 Grand Terrace Field Colors: As per approved sample - 8 - (M334/28K, N335/29L, E332/25C, N334/28L, F333/27E, I334/26H, L335/25BB, C301/25AA) Quantity: 1,052.66 SM @ 52.52	\$55,285.70
4	Furnishing: AX-Nylon Spun Yarn - 10 rows-0.250" (6.4mm) PH-36.3 oz/sy (1232 gm/sm); 6-8 Colors: Polypropylene Backing, WIDTH: 4M (13'1.5") Part Number: Design: LX03850-21 Capitol Promenade Field Colors: As per approved sample - 8 - (M334/28K, N335/29L, E332/25C, N334/28L, F333/27E, I334/26H, L335/25BB, C301/25AA) Quantity: 1,742.23 SM @ 52.52	\$91,501.92



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5	Furnishing: AX-Nylon Spun Yarn - 10 rows-0.250" (6.4mm) PH-36.3 oz/sy (1232 gm/sm); 6-8 Colors; Polypropylene Backing, WIDTH: 4M (13'1.5") Part Number: Design: LX03850-23 & BX04463-1 CPT05 Prefunction Field Carpet Colors: As per approved sample - 8 - (M334/28K, N335/29L, E332/25C, N334/28L, F333/27E, I334/26H, L335/25BB, C301/25AA) Quantity: 315.69 SM @ 52.52	\$16,580.04
6	Furnishing: AX-Nylon Spun Yarn - 10 rows-0.250" (6.4mm) PH-36.3 oz/sy (1232 gm/sm); 6-8 Colors; Polypropylene Backing, WIDTH: 4M (13'1.5") Part Number: Design: LX03850-23 & BX04463-1 CPT06 4th Floor Entrance Field Carpet Colors: As per approved sample - 8 - (M334/28K, N335/29L, E332/25C, N334/28L, F333/27E, I334/26H, L335/25BB, C301/25AA) Quantity: 177.18 SM @ 52.52	\$9,305.49
7	Furnishing: AX-Nylon Spun Yarn - 10 rows-0.250" (6.4mm) PH-36.3 oz/sy (1232 gm/sm); 6-8 Colors; Polypropylene Backing, WIDTH: 4M (13'1.5") Part Number: Design: LX03850-23 & BX04463-1 CPT07 4th Floor Entrance Field Colors: As per approved sample - 8 - (M334/28K, N335/29L, E332/25C, N334/28L, F333/27E, I334/26H, L335/25BB, C301/25AA) Quantity: 89.68 SM @ 52.52	\$4,709.99
8	Furnishing: AX-Nylon Spun Yarn - 10 rows-0.250" (6.4mm) PH-36.3 oz/sy (1232 gm/sm); 6-8 Colors; Polypropylene Backing, WIDTH: 4M (13'1.5") Part Number: Design: LX03850-23 & BX04463-1 CPT08 4th Floor Lecture Hall Prefunction Field Carpet Colors: As per approved sample - 8 - (M334/28K, N335/29L, E332/25C, N334/28L, F333/27E, I334/26H, L335/25BB, C301/25AA) Quantity: 288.72 SM @ 52.52	\$15,163.57
9	Furnishing: AX-Nylon Spun Yarn - 10 rows-0.250" (6.4mm) PH-36.3 oz/sy (1232 gm/sm); 6-8 Colors; Polypropylene Backing, WIDTH: 4M (13'1.5") Part Number: Design: LX03850-23 & BX04463-1 CPT09 Hilton Sky Link Corridor Carpet Colors: As per approved sample - 8 - (M334/28K, N335/29L, E332/25C, N334/28L, F333/27E, I334/26H, L335/25BB, C301/25AA) Quantity: 257.00 SM @ 52.52	\$13,497.64
10	Furnishing: Shipping and Handling - Freight - This is an estimate only, actual charges will be calculated at the time of shipping. Part Number: : Quantity: 1.00 Each @ 78,800.00	\$78,800.00

Notes

General Notes: Please kindly remit payment to:

Tai Ping Carpets Americas, Inc.
1855 Griffin Road, Suite C228
Dania Beach, FL 33004

Tel 954 923 4888
Fax 954 921 5853
www.taipingcarpets.com



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Tai Ping Carpets
Attn: Bethany Hopf
26 W 17th Street - Floor 2
New York, NY 10011

Lead Time: Samples - Approximately 4 Weeks

Production - Approximately 14-16 Weeks *After receipt of deposit, artwork and sample approval.

Other: The city of Madison is exempt from payment of all Federal Excise Taxes (Reg#39-73-0411-K) and State of Wisconsin Sales Tax. The City's Certificate of Exempt Status (CES) is 42916.

Payment: Please sign and return the terms and conditions of the sale, along with 50% deposit to initiate the order.

Shipping: Sales tax will be additional based on final destination, if resale certificate cannot be provided.
8-10 weeks via insured sea freight and cost is TBD.

Payment Details (USD)

Subtotal:	\$852,704.24
Tax:	\$0.00
Total:	\$852,704.24

Please make checks payable to Tai Ping Carpets

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TERMS OF SALE

A. ORDERS, PAYMENT, AND PRICE

1. Tai Ping (hereinafter "Seller") reserves the right to decline any order.
2. Unless specifically noted, all prices are net, F.O.B. port of entry and are subject to change without notice.
3. Unless specifically noted, prices do not include applicable sales taxes, shipping or delivery charges, all of which are to be paid by Purchaser. Purchaser shall be responsible for payment for any hoisting or special handling charges incurred to complete delivery at final destination.
4. Installation charges, if any, contemplate normal conditions at Purchaser's premises and are based upon normal working hours. If overtime is requested by Purchaser in order to complete installation by a specific date, such overtime charges shall be paid by Purchaser. Only duly authorized representatives of Seller may authorize overtime. The premises must be in good order and ready for installation upon delivery. Any lost installation time due to adverse job site conditions will be charged to Purchaser.
5. Unless otherwise specified in writing, an advance payment of 50% of the total price of an order is required before the order will be processed for production. The balance is due prior to delivery or within approved credit terms. A 1.5% per month finance charge will be added to any overdue amounts. If Purchaser's failure to make timely payment requires Seller to store goods for over ten days, Seller may charge a reasonable storage fee for each additional day.
6. No cancellations will be accepted.
7. Order changes in terms of size, color, or design detail may affect delivery schedule and cost.
8. In the event a collection action becomes necessary, Purchaser agrees to pay all litigation expenses incurred in collection, plus 1.5% interest per month on any past due amounts.
9. The designated delivery location (either Seller's location or Purchaser's location) shall be considered the final destination (except for orders that include delivery and installation). Prior to delivery at such location, payment shall be due in accordance with the terms stated above without regard to whether the Purchaser is prepared to receive the goods for final installation.

B. SHIPMENT

1. Seller and Purchaser agree, for valuable consideration, including but not limited to Purchaser's advance payment and/or Purchaser's promise to purchase goods and Seller's efforts in procurement of the purchased goods, that title to the purchased goods shall pass to Purchaser upon Seller's written notification to Purchaser that the finished purchased goods are located at Seller's location ready for delivery to Purchaser upon Purchaser's payment in full of the purchase price of the goods.
2. Shipment or delivery dates are estimates only and may vary based upon receipt of the order, date of payment, and final design approval. No guarantees are made with respect to delivery dates.

C. CLAIMS, COMPLAINTS, AND REMEDIES

1. Notification regarding damages apparent upon delivery should be provided to the carrier. Notification regarding damages not apparent upon delivery but apparent upon installation must be provided to Seller within 7 days of delivery of goods. No claims for such damages will be honored more than 7 days after delivery of goods.
2. Other claims, including claims for failure of the goods to conform to the order, must be made within 7 days of receipt of goods by written notification to Seller stating the basis of the alleged nonconformity and describing the portion of the shipment being rejected.
3. All Seller's products are manufactured under the most careful supervision and are subject to some variations in manufacture. Such products are, therefore, warranted to be as described, but may contain variations in weave, color or match patterns. All carpet textures will exhibit some shading. Listed rug sizes are approximate.
4. Due to the nature of the handmade process, exact dimensions cannot be assured. A difference is possible.
5. Dye lot differences within accepted manufacturing tolerances may occur between the sample and actual production.
6. New carpets and rugs will normally show some "sprouting" of yarns. Sprouting is not a manufacturing defect. Sprouting yarns should be clipped off at the surface, not pulled.
7. Seller's warranty applies only to manufacturing defects. It does not apply to damage resulting from the acts of third parties, such as cuts, tears, burns, or pile crush. It does not apply to watermarking, shade variations, or dye lot differences, which are not manufacturing defects.
8. Seller's warranty applies to carpet installed in accordance with the Carpet and Rug Institute's (CRI) Carpet Installation Standard 2011 and Seller's installation instructions. It does not apply to damage resulting from improper installation.
9. Seller's warranty applies to carpet maintained in accordance with CRI's Green Label and Seal of Approval programs. Approved maintenance products and equipment are listed on CRI's website, www.carpet-rug.org. This warranty does not apply to damage resulting from harmful maintenance or cleaning practices.
10. Seller's warranty applies to carpet under conditions of normal use. It does not apply to damage caused by unusual uses or events such as athletic uses, repeated wear from casters chairs, or flooding. It does not apply to damage caused by unusual foot traffic such as scuff damage on stairs or entryways.
11. On receipt of any claim for nonconforming goods, Seller, at its option, will either arrange for the return shipment of the goods at Seller's expense or have an agent inspect the goods for nonconformity prior to return of the goods. If the goods are confirmed by Seller as being nonconforming, Seller will arrange to repair or replace as appropriate subject to normal production and shipment times.
12. All samples and designs thereof remain the property of Seller.
13. Warranty claims may be submitted, in writing, to your point of sale contact. For optimal customer service, Tai Ping may require a Technical Service Representative to inspect and analyze the carpet before replacement or repair occurs.
14. Traffic over newly carpeted areas must be restricted for a minimum of 24 hours for double glue and 12 hours for direct glue.
15. Waiver of any condition of sale by Seller shall not constitute nor be construed as an agreement to waive any other provision, nor shall a waiver constitute a future waiver. Seller retains the rights to strictly enforce any and all conditions of sale.



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16. This writing is a complete and exclusive statement of the entire agreement. No course of prior dealing and no trade usage shall be relevant to supplement or explain any term hereof. The terms contained herein shall prevail over any terms contained in Purchaser's Purchase Order.
17. In the event any salesperson has made any representation about the merchandise purchased, any such statement does not constitute a warranty, shall not be relied upon by the Purchaser and is not part of the contract for sale.
18. All monies paid on account of this contract for sale shall be credited to the account of the named Purchaser. Seller's acceptance of payment from anyone other than Purchaser shall be as an accommodation only and shall not create a vendor-vendee relationship, express or implied.
19. The contract for sale shall be governed by the laws of the State of Georgia, and cannot be changed, except by a further writing signed by the party against whom such change is sought to be enforced.
20. Seller shall not be liable in damages nor shall Purchaser have the right to terminate the contract for sale for any delay or default in performing hereunder if such delay or default is caused by conditions beyond Seller's reasonable control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, or insurrections.
21. Seller's Limited Warranty for the goods purchased is incorporated herein by reference. ***The Limited Warranty is the sole warranty with respect to the carpet. There are no warranties which extend beyond the provisions set forth therein. Purchaser's remedies are limited to those set forth therein, and consequential damages for commercial loss is hereby excluded.*** As stated in the Limited Warranty, Purchaser's exclusive remedy under the contract for sale is the repair and/or replacement of nonconforming goods.
22. If any dispute arises under the contract for sale, the Purchaser and Seller shall negotiate in good faith in an attempt to resolve the dispute. If the dispute cannot be resolved after good faith negotiation, Purchaser and Seller shall submit the dispute to mediation prior to bringing action in any state or federal court. Unless otherwise agreed by Purchaser and Seller, the mediation shall occur in Bartow County, Georgia, with a time, date, place, and mediator selected mutually by Purchaser and Seller, or in absence of an agreement upon time, date, place, and mediator, Purchaser and Seller will each select a mediator, and the two selected mediators will then select a third mediator to mediate the dispute at a time, date, and place of the third mediator's choosing.
23. Venue for any action under this sales contract will lie exclusively in the state and federal courts encompassing Bartow County, Georgia.
24. In the event of legal action, Seller shall not be liable for any costs, including attorney fees and court costs, incurred by the Purchaser.

Agreed Purchaser

Approved Seller

_____ Date _____

_____ Date _____