

Project: 47040
Proj Desc: 2026 Stations

Quote: 47040.001
Status: New

Sold To: 5201-01
City of Columbia Heights
3989 Central Ave NE
Columbia Heights, MN 55421
Attention: Mitchell Forney

Bill To: 5201-01
City of Columbia Heights
3989 Central Ave NE
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Attention: Mitchell Forney

Ship To: 5201-01
City of Columbia Heights
3989 Central Ave NE
Columbia Heights, MN 55421
Attention: Mitchell Forney
Phone: (763) 706-3675
Email: mforney@columbiaheightsmn.gov

Date Entered	Customer PO	Salesperson	FOB	Terms
06/08/2026		Jayne Lowenberg	D	Net 15 Days

Line	Loc	Item Number	Description	Order Qty	Unit Price	Extended
DISCLAIMERS						
1	01	TARIFF - COMMENT	TARIFFS & RELATED SURCHARGES NOT KNOWN OR INCLUDED AT TIME OF PRICING WILL BE INVOICED SEPARATELY. DISCLAIMERS DISCLAIMERS	0	0.00	0.00
2	01	DISCLAIMER - PRODUCT	PLEASE BE AWARE THAT FLUID CANNOT CONTROL MANUFACTURERS ABILITY TO FULFILL ORDERS PER ORIGINAL LEAD TIMES DISCLAIMERS PRODUCTION CAPABILITIES. PLEASE REFER TO THE DELIVERY SECTION OF THE TERMS AND CONDITIONS FOR DISCLAIMERS.	0	0.00	0.00
DISCLAIMERS						0.00
DESIGN						
3	01	DESIGN/SPECIFICATION - FLUID	DESIGN/SPECIFICATION - FLUID DESIGN DESIGN	1	500.00	500.00
DESIGN						500.00
FREIGHT/TARIFFS						
4	01	SURCHARGE - FLUID	FLUID LOGISTICS MANAGEMENT FREIGHT/TARIFFS FREIGHT/TARIFFS	1	165.04	165.04
46	01	FREIGHT - COMMON CARRIER	ESI/FELLOWES FREIGHT CHARGE FREIGHT/TARIFFS FREIGHT/TARIFFS	1	58.33	58.33
FREIGHT/TARIFFS						223.37
LABOR						
5	01	NU LABOR - QUOTED	NU Labor - Quoted LABOR LABOR ASSUMES NON-UNION TO RECEIVE, DELIVER AND INSTALL DURING REGULAR HOURS, NO STAIR CARRY AND SPACE TO BE FREE AND CLEAR FOR NEW PRODUCT.	1	4,018.50	4,018.50
LABOR						4,018.50
COMM DEVELOPMEN						
6	01	VZCX-5000-H	COMPOSE,CONNECTOR TRIM,CORNER,4-WAY 50IN.H, STEEL COMM DEVELOPMEN COMM DEVELOPMEN	1	69.63	69.63

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7	01	VZCT-5000-H	Options: ,TR-K-CHARCOAL GRD A	2	108.14	216.28
			COMPOSE,CONNECTOR TRIM,CORNER,3-WAY			
			50IN.H, STEEL			
			COMM DEVELOPMEN			
8	01	VZCE-5000-F	Options: ,TR-K-CHARCOAL GRD A	4	37.02	148.08
			,TR-K-CHARCOAL GRD A			
			COMPOSE,PANEL TRIM,END-OF-RUN, STEEL,			
			FRAMELESS TOP, 50IN.H			
9	01	VZFF-5036-NNOONR	Options: ,TR-K-CHARCOAL GRD A	2	287.45	574.90
			COMPOSE,FRAME,50"H X 36"W,BS-NO PWR,BLT-NO			
			PWR,NO ASMB,OPN BASE/OPN BASE,STD			
			COMM DEVELOPMEN			
10	01	VZTI-4036-FNN	Options: ,TR-K-CHARCOAL GRD A	4	124.31	497.24
			COMPOSE,SINGLE			
			TILE,40IN.HX36IN.W,FABRIC/TACKABLE,STD			
			CORE,NO TECH			
11	01	VZFF-5054-N3HHNR	Options: (32_PECA_RR)-(RAILROAD) PECA GRD B	1	341.82	341.82
			,RR-289-SMIDGE (RR) GRD B			
			COMPOSE, FRM,50HX54W,BS 3CIR,BS			
			CVHL/CVHL,NO BLT PWR,STD			
12	01	VZTI-4054-FNN	Options: ,TR-K-CHARCOAL GRD A	2	156.62	313.24
			,TR-K-CHARCOAL GRD A			
			,TR-K-CHARCOAL GRD A			
			COMPOSE,SINGLE			
13	01	VZFF-5048-N3HHNR	Options: (32_PECA_RR)-(RAILROAD) PECA GRD B	1	333.44	333.44
			,RR-289-SMIDGE (RR) GRD B			
			COMPOSE, FRM,50HX48W,BS 3CIR,BS			
			CVHL/CVHL,NO BLT PWR,STD			
14	01	VZTI-4048-FNN	Options: ,TR-K-CHARCOAL GRD A	2	145.29	290.58
			,TR-K-CHARCOAL GRD A			
			,TR-K-CHARCOAL GRD A			
			COMPOSE,SINGLE			

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15	01	VZFF-5048-NNNBNR	COMPOSE, FRM,50HX48W,BS NOPWR,NOBS/BSTRM,NO BLT PWR,STD COMM DEVELOPMEN COMM DEVELOPMEN Options: ,TR-K-CHARCOAL GRD A ,TR-K-CHARCOAL GRD A	2	215.87	431.74
16	01	VZTI-4048-FNN	COMPOSE,SINGLE TILE,40IN.HX48IN.W,FABRIC/TACKABLE,STD CORE,NO TECH COMM DEVELOPMEN COMM DEVELOPMEN Options: (32_PECA_RR)-(RAILROAD) PECA GRD B ,RR-289-SMIDGE (RR) GRD B	2	145.29	290.58
17	01	VZTI-4848-FNC	COMPOSE,SINGLE TILE,48IN.HX48IN.W,FABRIC/TACKABLE,STD CORE,NO TECH COMM DEVELOPMEN COMM DEVELOPMEN Options: (32_PECA_RR)-(RAILROAD) PECA GRD B ,RR-289-SMIDGE (RR) GRD B	2	162.92	325.84
18	01	VZFF-5054-NNNBNR	COMPOSE, FRM,50HX54W,BS NOPWR,NOBS/BSTRM,NO BLT PWR,STD COMM DEVELOPMEN COMM DEVELOPMEN Options: ,TR-K-CHARCOAL GRD A ,TR-K-CHARCOAL GRD A	2	224.26	448.52
19	01	VZTI-1654-FNN	COMPOSE,SINGLE TILE,16IN.HX54IN.W,FABRIC/TACKABLE,STD CORE,NO TECH COMM DEVELOPMEN COMM DEVELOPMEN Options: (32_PECA_RR)-(RAILROAD) PECA GRD B ,RR-289-SMIDGE (RR) GRD B	2	77.08	154.16
20	01	VZTI-2454-MNN	COMPOSE,SINGLE TILE,24IN.HX54IN.W,MARKERBOARD,STD CORE,NO TECH COMM DEVELOPMEN COMM DEVELOPMEN Options: ,H-W-WHITE MARKERBOARD GRD B	2	182.31	364.62
21	01	VZTI-4854-FNC	COMPOSE,SINGLE TILE,48IN.HX54IN.W,FABRIC/TACKABLE,STD CORE,NO TECH COMM DEVELOPMEN COMM DEVELOPMEN Options: (32_PECA_RR)-(RAILROAD) PECA GRD B ,RR-289-SMIDGE (RR) GRD B	2	176.38	352.76
22	01	VZAL-0054	COMPOSE, ALIGNER/LIGHT BLOCK, 54IN COMM DEVELOPMEN COMM DEVELOPMEN	3	30.92	92.76
23	01	VZAL-5000	COMPOSE, VERTICAL LIGHT BLOCK, 50IN COMM DEVELOPMEN COMM DEVELOPMEN	2	2.35	4.70

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24	01	VZGK-16A2-HS4R	COMPOSE,KIT,FRAMELESS,16"H X102"W,STEEL,STANDARD,1/4" GLASS,RADIUS COMM DEVELOPMEN COMM DEVELOPMEN Options: ,TR-K-CHARCOAL GRD A ,1G-1C-CLEAR TEMPERED - 6MM GRD A	3	778.25	2,334.75	
25	01	VZGK-1636-HS4R	COMPOSE,KIT,FRAMELESS,16"H X36"W,STEEL,STANDARD,1/4" GLASS,RADIUS COMM DEVELOPMEN COMM DEVELOPMEN Options: ,TR-K-CHARCOAL GRD A ,1G-1C-CLEAR TEMPERED - 6MM GRD A	2	377.60	755.20	
26	01	VZGE-0000-HE	COMPOSE,BOTTOM RAIL END CAP,EOR,FRAMELESS TOPPER, STEEL COMM DEVELOPMEN COMM DEVELOPMEN Options: ,TR-K-CHARCOAL GRD A	4	18.36	73.44	
27	01	VZGE-0000-HI	COMPOSE,BOTTOM RAIL END CAP,INLINE,FRAMELESS TOPPER, STEEL COMM DEVELOPMEN COMM DEVELOPMEN Options: ,TR-K-CHARCOAL GRD A	6	18.36	110.16	
28	01	EUER-153P-GS0S	TRIPLEX RECEPTACLE,15 AMP, 332, CM COMM DEVELOPMEN COMM DEVELOPMEN Options: ,TR-K-CHARCOAL GRD A	1	103.65	103.65	
29	01	VZEF-0R0S	COMPOSE,FLEX CONNECTOR,STRAIGHT SPAN,3- CIRCUIT COMM DEVELOPMEN COMM DEVELOPMEN	1	53.91	53.91	
30	01	KUR1-0436-PZN	BELONG,TOOL RAIL,SNGL-SIDED RESIDE DSKG OR BENCHING APPL. 4IN.H X 36IN.W,MOUNT TO COMPOSE COMM DEVELOPMEN COMM DEVELOPMEN Options: ,TR-K-CHARCOAL GRD A	2	151.84	303.68	
31	01	KUTS-1224-ESNN	BELONG ACCESS, TERRITORY SCREEN, END OF RUN, 12IN.H X 24IN.W, SLOTTED, NH, WITHOUT ACCESS COMM DEVELOPMEN COMM DEVELOPMEN Options: ,TR-K-CHARCOAL GRD A	2	129.22	258.44	
32	01	KUHS-0000-H	BELONG,ACCESS,HANGING SORTER COMM DEVELOPMEN COMM DEVELOPMEN Options: ,TR-FM-SNOW GRD A	4	52.49	209.96	
33	01	KUTC-0000-H	BELONG,ACCES,TOOL CUP COMM DEVELOPMEN COMM DEVELOPMEN Options: ,TR-FM-SNOW GRD A	2	19.28	38.56	

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34	01	BPMA-2415-TTBNC8YR	BE_HOLD,PED,MOB,B/F,24DX15W,TFL CSE,TFL FRNT,BLK MTRFOLD,NO HND,CUSH TOP,PRD BK,LIN,LK,REG CLSE COMM DEVELOPMEN COMM DEVELOPMEN Options: ,G-KM-LANDMARK WOOD GRD B ,HP-KM-LANDMARK WOOD GRD A ,G-KM-LANDMARK WOOD GRD B ,HP-KM-LANDMARK WOOD GRD A ,LR-BP-CHROME GRD A	2	575.97	1,151.94	
35	01	BAUP-2415-F	BE_HOLD,ACC,CUSH,PED,24DX15W,FAB COMM DEVELOPMEN COMM DEVELOPMEN Options: (4D)-BIG ARROW GRD D ,4D-BL-BLUE GRD D	2	360.02	720.04	
36	01	BTLDJ-4924-TTNBP8YR	BE_HOLD,PST,LHVLT,BKCSLH,F/F,49HX24D,TFL CSE,TFL FRNT,NOMRKBD,BLK MTFL,PRDBCK,LIN,LK,REG CLSE COMM DEVELOPMEN COMM DEVELOPMEN Options: ,G-KM-LANDMARK WOOD GRD B ,HP-KM-LANDMARK WOOD GRD A ,G-KM-LANDMARK WOOD GRD B ,HP-KM-LANDMARK WOOD GRD A ,LR-BP-CHROME GRD A	1	1,319.88	1,319.88	
37	01	BTRCJ-4924-TTNBP8YR	BE_HOLD,PST,RHVLT,BKCSRH,F/F,49HX24D,TFL CSE,TFL FRNT,NOMRKBD,BLK MTFL,PRDBCK,LIN,LK,REG CLSE COMM DEVELOPMEN COMM DEVELOPMEN Options: ,G-KM-LANDMARK WOOD GRD B ,HP-KM-LANDMARK WOOD GRD A ,G-KM-LANDMARK WOOD GRD B ,HP-KM-LANDMARK WOOD GRD A ,LR-BP-CHROME GRD A	1	1,319.88	1,319.88	
39	01	TS00-7J6U	PLANES LT, TABLE, CR90X, 62"X78"X24"X30", LAM, EB3, STD, CO: N ONE, HAT, EADJ1SS, 29"D, LH, GLD COMM DEVELOPMEN COMM DEVELOPMEN Options: ,H-WL-LINEN GRD A ,HP-WL-LINEN GRD A ,TR-K-CHARCOAL GRD A	1	3,567.90	3,567.90	
40	01	TS00-6QTE	PLANES LT, TABLE, CR90X, 62"X78"X30"X24", LAM, EB3, STD, CO: N ONE, HAT, EADJ1SS, 29"D, RH, GLD COMM DEVELOPMEN COMM DEVELOPMEN Options: ,H-WL-LINEN GRD A ,HP-WL-LINEN GRD A ,TR-K-CHARCOAL GRD A	1	3,463.15	3,463.15	
41	01	WUAW-1500-PNH	15" MINI J-CHANNEL CABLE MANAGER (10PK) - PLASTIC COMM DEVELOPMEN	1	173.75	173.75	

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42	01	EUAW-A001-NB	COMM DEVELOPMEN BELONG,MESH WIRE MGR,100 FTX1 INCH,NO CUFFS,BLACK	1	500.21	500.21	
43	01	VZAR-0000	COMM DEVELOPMEN COMM DEVELOPMEN ELEC COMP, RECEPTACLE BLANK COVER, COMPOSE/PREMISE	4	3.20	12.80	
44	01	VZAD-0000-R	Options: ,TR-K-CHARCOAL GRD A ELEC COMP, DATA BLANK COVER COMM DEVELOPMEN COMM DEVELOPMEN	8	3.20	25.60	
45	01	FCH4C-65W	Options: ,TR-K-CHARCOAL GRD A 65W DESKTOP POWER MODULE INCLUDING (2) AC POWER AND (1) USB-A OUTLET, (1) USB-C OUTLET. MOUNTS ON TOP OR UNDER COMM DEVELOPMEN COMM DEVELOPMEN	2	99.43	198.86	
				COMM DEVELOPMEN		21,946.65	
				ALL OTHER			
47	01	RETAIL DELIVERY FEE	MN ROAD IMPROVEMENT & FOOD DELIVERY FEE - TOTAL TAX INCLUDES \$0.50 FEE	1	0.00	0.00	
				ALL OTHER		0.00	
				Subtotal		26,688.52	
				Total Tax		USD	0.00
				TOTAL AMOUNT -		26,688.52	
				Deposit Required :		13,344.26	

Project Notes:

2026 Stations



Fluid Interiors
100 North 6th Street
Suite 100A
Minneapolis, MN 55403
Phone: 612-746-8700
Fax: 612-746-8701
Email/Web: www.fluidinteriors.com

Quotation

Page: 7 of 11

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This Quote will expire on: June 23, 2026

TERMS AND CONDITIONS

FLUID INTERIORS, LLC TERMS AND CONDITIONS (GOODS AND SERVICES)

These Terms and Conditions ("Terms") are entered into by and between Fluid Interiors, LLC, a Minnesota limited liability company and its division (Christiansons by Fluid), (collectively "Fluid"), and the Buyer named below and are effective as of the Effective Date.

APPLICABILITY AND SCOPE. These Terms are the only terms and conditions that govern the sale of products or goods ("Products"), or the provision of design, project management, installation, and related services (collectively, "Services") by Fluid to Buyer. References to the "Agreement" shall mean these Terms and any Proposal or Quote supplied by Fluid and approved by Buyer (an "Order"), and any attachments to the Order.

PURCHASE ORDERS.

- Following the parties' execution of the initial Order, the parties may, from time-to-time, execute additional Orders contemplating the provision and receipt of new or expanded Products and Services provided under a prior Order.
- Design services will be included in the Order based on the signed approval drawings. Project management services to coordinate and oversee installations are required and will be included in the Order. Any additional design or project management services beyond those originally quoted in the Order will be billed hourly according to Fluid's standard rate schedule in effect at that time.

NOT RETAIL. Products are not stocked by Fluid. Products are specifically ordered for Buyer and are not returnable. It is understood and agreed that the Order is final and binding and cannot be canceled or modified except by mutual written consent of the parties.

CHANGES.

Fluid's order confirmation is final and binding and any subsequent changes are subject to Fluid's ability to conform and are dependent upon supplier approval. Buyer may request changes or modifications when needed however, these shall be treated as non-binding requests unless and until both Buyer and Fluid have agreed in writing of the changes and any change in costs related to product, shipping, restocking fee or other costs. Fluid will make every effort to accommodate change requests at little to no additional costs. Change in quantity or specification are subject to approval by Fluid and supplier. Any resultant charges from supplier would be paid by the Buyer. All changes in quantity or specification shall be delivered in writing. Fluid will not be held responsible for supplier's failure to accept any changes. Change orders, amendments or modifications will not nullify the agreement between Fluid and Buyer.

- If changes occur on the jobsite or installation site (the "Site") requiring additional work, Fluid will present a written "Field Change Order" specifying the additional Services and corresponding charges for Buyer's approval.

PRICING & PAYMENT.

- Prices quoted by Fluid are good for fifteen (15) days from the date of Fluid's quotation. Buyer shall purchase the Products and Services from Fluid at the prices ("Price(s)") set forth in the Order. Unless specifically stated, Prices do not include any sales, use, and excise taxes, and any other applicable taxes, duties, and charges of any kind on any amounts payable by Buyer. Buyer is responsible for all such charges, costs and taxes. Fluid will make commercially reasonable efforts to include applicable manufacturer tariffs and surcharges in the Price. Tariffs and surcharges that are not presented at time of the Order will be invoiced to the Buyer separately.
- For all orders 50% deposit and balance due Net 15 days from date of invoice, which will be issued monthly upon substantial completion of work for services and upon delivery of product from the manufacturer. A monthly service charge of 2 1/2% per month will apply to all delinquent payments and will be added to the balance outstanding. A credit application is required when 50% deposit is made. Should Buyer not want to complete a credit application or if a credit application is denied by Fluid, 100% deposit is due before an order can be placed. Fluid may suspend the delivery, provision or performance of any Products or Services if Buyer fails to pay any amounts when due under the Agreement.

DELIVERY TERMS.

- Fluid will inform Buyer of an estimated date of delivery and install for the Products ("Estimated Delivery Date") when Fluid receives an estimated shipping date from its supplier or the product manufacturer. Buyer agrees that the Estimated Delivery Date is an estimate, is not guaranteed, and is subject to change without notice. Lead times vary widely by manufacturer, series, finish, and Buyer's Customer's Own Material ("COM") fabric. Fluid shall not be liable for any delays in delivery, including without limitation due to availability of COM fabrics or any other materials. Fluid will take commercially reasonable steps to facilitate timely delivery or performance.
- Delivery and installation work will be performed by Fluid's staff during normal business hours Monday through Friday, unless otherwise agreed in writing by Fluid. Installations and Services done after normal business hours or on weekends or holidays will be subject to an additional overtime charges and subject to Fluid's written acceptance.
- Unless otherwise agreed in writing by the parties, Fluid shall deliver the Products FCA manufacturer's shipping point using the Product manufacturer's standard methods for packaging and shipping.
- If special packaging or handling is required, it will be an extra charge payable by the Buyer.
- Fluid reserves the right in its sole discretion, without liability or penalty, to progress invoice Orders. Buyer shall pay for the Products shipped whether such shipment is in whole or partial fulfillment of Buyer's Order.
- Safe and adequate storage space for the Products will be provided by the Buyer at its sole cost and expense. If the space provided is inadequate, requires excessive sorting, storage or is inconveniently located or on another floor, Fluid will invoice Buyer for the extra cost of such handling or moving.
- If delivery cannot be made because of building or Site conditions, or other reasons beyond Fluid's control, Products will be placed in storage in Fluid's warehouse or a public warehouse (at Fluid's sole option). Fluid will invoice Buyer for additional charges as applicable for, any storage, labor and delivery charges. Buyer understands, acknowledges, and agrees that Fluid will invoice 100% of the un-invoiced Product as of manufacturer ship date. Storage

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charges will be invoiced for Products held in Fluid's warehouse at the Buyer's request for over thirty (30) days, unless otherwise agreed to in writing by both parties.

JOB SITE & INSTALLATION SERVICES.

- The Site must be ready to accept furniture 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. Adequate facilities for off-loading, staging, moving and handling of product shall be provided by Buyer. Sites not ready to accept furniture will be subject to additional fees. The Price is based on a single-phase installation, any additional phasing due to unfinished construction will result in additional fees. Fluid is not responsible to keep furniture installation area free from construction dust. Any cleaning Services provided by Fluid to remove dust and debris created by on-going construction activity, during or after Fluid's installation, will be invoiced to Buyer on a "Time and Materials" basis.
- Electric connections, heat, ventilation, hoisting and elevator service at the Site will be provided by Buyer without charge to Fluid. Carrying or moving Products up or down stairs is NOT included in the Services, unless noted otherwise.
- Fluid's ability to erect or assemble furniture knocked-down or to permanently attach, affix, or bolt in place movable furniture is dependent on requirements based on the location of the Site and Products.

INSPECTION AND REJECTION OF DELIVERED PRODUCTS.

- Buyer shall inspect the Products within seven (7) days of delivery of the Products to the Site ("Inspection Period"). Buyer will be deemed to have accepted the Products unless it notifies Fluid in writing of any Nonconforming Products during the Inspection Period and furnishes written evidence or other documentation as required by Fluid.
- "Nonconforming Products" means only the following: (i) Product shipped is different than identified in Buyer's Order; or (ii) Product's label or packaging incorrectly identifies its contents. Nonconforming Products does not include Products that have different variations in wood grain, finish, or dye lot; and Products may not be rejected on this basis. Slight variations in wood product grain or color due to product age or natural differences in graining structure are beyond the control of Fluid. Minor variations between finishes in products provided by single or multiple manufacturers are also considered to be acceptable. Fabrics and painted products are subject to dye lot differences, which can cause minor variations in color. Such slight variations are generally acceptable and are beyond the control of Fluid.
- If Buyer timely notifies Fluid of any Nonconforming Products, Fluid shall, in its sole discretion, work with manufacturer to (i) replace such Nonconforming Products with conforming Products or (ii) provide another acceptable remedy.
- Buyer acknowledges and agrees that the remedies set forth in this section are Buyer's exclusive remedies for the delivery of Nonconforming Products.

TITLE, RISK OF LOSS, AND SECURITY INTEREST. The risk of loss passes from the manufacturer to the Buyer upon shipment from manufacturers dock. Fluid does not take ownership of the Product but will work with affected parties should a loss occur in the preceding. As collateral security for the payment of the Price of the Products, Buyer grants to Fluid a lien on and security interest in and to all of the right, title, and interest of Buyer in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Minnesota Uniform Commercial Code. Failure to pay for Product may result in Fluid's repossession of the Product. Fluid shall have the right to repossess without court order all delivered Products for which payment in full has not been received. Buyer agrees to pay costs and expenses, including attorneys' fees resulting from actions taken under this section.

INSURANCE. During the term of this Agreement, Buyer shall at its own expense, maintain and carry insurance in full force and effect, which shall include, but is not limited to, commercial general liability insurance (including product liability) in a sum no less than \$100,000, workers' compensation, and property insurance for the Transit, Site and Storage of the Products, with financially sound and reputable insurers.

WARRANTY DISCLAIMER.

- Fluid provides punch documentation to the Buyer during installation and no less frequent than at the end of the job. Punch consists of Fluid personnel inspecting all products installed per plan completing any adjustments required so that the finished product, as installed, is free from defect or installation concerns. Once punch documentation is created and agreed upon (signed/documented), it is considered final and no adjustments will be considered. Any punch items unable to be remedied at substantial completion of install will be documented separately. Fluid warrants their labor and installation for the first year, beginning day 1 after installation, which will be communicated to the buyer at the same time as punch sign off. Fluid does not make any warranties of product sold hereunder whatsoever, including any warranty of merchantability or warranty that the product is fit for any particular use or purpose. The Buyer shall rely exclusively upon warranties provided by the supplier of all products sold hereunder, which are passed through to Buyer when permissible and "as is". Fluid will assist Buyer in the event of any claims for defective material or workmanship that may be made during the warranty period stated by the supplier. If Fluid is requested to perform warranty work and subsequently is determined that the product is not covered by any supplier warranty, Buyer will be charged for services at the current labor and travel rate.
- WHILE FLUID MAY AGREE IN ITS SOLE DISCRETION TO REPLACE THE PRODUCT(S) OR REFUND THE PURCHASE PRICE FOR THE PRODUCT(S) AND TO THE EXTENT PERMITTED BY LAW, FLUID DISCLAIMS AND SHALL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEAL, WITH RESPECT TO THE PRODUCT(S) AND SERVICES, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY UNDER THESE TERMS WILL BE SOLELY AS PERMITTED UNDER THESE TERMS. FLUID IS NOT RESPONSIBLE FOR COSTS OR ANY DAMAGES THAT RESULT FROM USE OR MISUSE OF THE PRODUCT(S).

Project: 47040
Proj Desc: 2026 Stations

Quote: 47040.001
Status: New

Sold To: 5201-01
 City of Columbia Heights
 3989 Central Ave NE
 Columbia Heights, MN 55421
 Attention: Mitchell Forney

Bill To: 5201-01
 City of Columbia Heights
 3989 Central Ave NE
 Columbia Heights, MN 55421
 Attention: Mitchell Forney

Ship To: 5201-01
 City of Columbia Heights
 3989 Central Ave NE
 Columbia Heights, MN 55421
 Attention: Mitchell Forney
 Phone: (763) 706-3675
 Email: mforney@columbiaheightsmn.gov

Date Entered	Customer PO	Salesperson	FOB	Terms
06/08/2026		Jayne Lowenberg	D	Net 15 Days

CLAIMS AND LIMITATION OF LIABILITY.

- a. All claims shall be deemed waived unless made in writing and delivered to Fluid within seven (7) days after receipt of Products. Buyer shall afford Fluid prompt and reasonable opportunity to inspect the Products, Site, or Services. Fluid reserves the right, at its sole discretion, but does not have the obligation, to remedy any claimed defect in the Products or to replace such Products. Buyer may not offset or otherwise reduce or restrict payment of any invoice due to a claim.
- b. IN NO EVENT SHALL FLUID BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, LOSS OF REVENUE OR PROFIT, MANUFACTURING COSTS, DIMINUTION IN VALUE, LOSS OF PRODUCTS WILL, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT FLUID HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- c. IN NO EVENT SHALL FLUID'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO FLUID FOR THE PRODUCTS AND SERVICES SOLD UNDER THE SPECIFIC ORDER AT ISSUE.

INDEMNIFICATION. Each Party shall indemnify, defend, and hold harmless to the other party and its affiliates and their representatives, directors, officers, employees, and agents from and against any and all third-party claims, demands, suits, actions, judgments, costs, and liabilities (including attorney's fees) caused by the negligent or willful acts or omissions of Buyer or its directors, officers, employees, contractors, subcontractors, or agents.

TERMINATION. In addition to any remedies that may be provided under these Terms, Fluid may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Buyer's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; or (d) at its convenience and for any reason or no reason.

COMPLIANCE WITH LAW. Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

FORCE MAJEURE. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Fluid), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other events beyond the reasonable control of the Impacted Party. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In addition, any act or omission of Buyer or its agents, subcontractors, consultants, or employees that impedes or delays Fluid's performance will be a Force Majeure Event.

GENERAL TERMS & CONDITIONS.

- a. These Terms and the Agreement is the final expression of the agreement between the Buyer and Fluid and supersedes all prior or contemporaneous oral and written statements regarding the Order. The Agreement may only be modified in writing by Fluid, or by a revised acknowledgment duly issued by Fluid. Fluid rejects any additional terms, provisions, or obligations that are not contained in these Terms, the Proposal or Quote, and Buyer's acceptance of the Proposal or Quote. Any other or additional terms, provisions, or obligations in Buyer's acceptance are expressly rejected.
- b. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any form of joint enterprise, employment, or fiduciary relationship between the parties; and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- c. Buyer shall reimburse Fluid for all costs incurred in collecting any payments due to Fluid, including, without limitation, reasonable attorneys' fees and court costs.
- d. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns; and, nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.
- e. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Minnesota. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal or state courts of the State of Minnesota in each case located in Hennepin County and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- f. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by email, personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.



Fluid Interiors
100 North 6th Street
Suite 100A
Minneapolis, MN 55403
Phone: 612-746-8700
Fax: 612-746-8701
Email/Web: www.fluidinteriors.com

Quotation

Project: 47040
Proj Desc: 2026 Stations

Quote: 47040.001
Status: New

Sold To: 5201-01
City of Columbia Heights
3989 Central Ave NE
Columbia Heights, MN 55421
Attention: Mitchell Forney

Bill To: 5201-01
City of Columbia Heights
3989 Central Ave NE
Columbia Heights, MN 55421
Attention: Mitchell Forney

Ship To: 5201-01
City of Columbia Heights
3989 Central Ave NE
Columbia Heights, MN 55421
Attention: Mitchell Forney
Phone: (763) 706-3675
Email: mforney@columbiaheightsmn.gov

Date Entered	Customer PO	Salesperson	FOB	Terms
06/08/2026		Jayne Lowenberg	D	Net 15 Days

g. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

h. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement.

i. No waiver by Fluid of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Fluid. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

j. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Fluid. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

Subtotal	26,688.52
Total	0.00
	26,688.52

Signature	Title	Date
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