



# Proposal

Interior Environments  
48700 Grand River Ave.  
Novi, MI 48374

Order Number	24746
Date	01/28/2026
Customer PO No	
Customer Name	Livonia Public Schools
Salesperson	Betsy Pethoud
Terms	NET 30
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T Livonia Public Schools  
O 15125 Farmington Rd  
Livonia, MI 48154

ATTN: INVOICE CONTACT  
Email: ap@livoniapublicschools.org

I Livonia Career Technical Center  
N 8985 Newburgh Rd  
S Livonia, MI 48150  
T  
A  
L ATTN: Lindsay Gray  
L Phone: 734-744-2816  
A Email: lgray@livoniapublicschools.org  
T

Prepared for : Betsy Pethoud

IE Equalis Contract #COG-2152H - ALLSTEEL AND HON  
OMINA Contract #R22102 - Humanscale

Quantity	Description	Unit Price	Extended Amount
12.00 Each	Allsteel AW3LF3048T--.X-(L1STD)-.LAHS-.E9-.AG1-P-E9 30Dx48W Aware Top Lam FlatEdg for T-Fixed or Nest .X:Standard Wood \$(L1STD):Grd L1 Standard Laminates .LAHS:Handspun Slate .E9:Flint .AG1:Single Oval Grom Center Lt/Rt P:Plastic Grommet E9:Flint Tag: Tag TG: COMPUTER DESKS Tag L1: 30x48-F	254.70	3,056.40
12.00 Each	Allsteel AW2TLPGB--\$(P2)-.PR2 Aware 30-36D Fixed T-Leg GlidesPnt (Pair) \$(P2):P2 Paint Opt .PR2:Platinum Metallic Tag: Tag TG: COMPUTER DESKS Tag L1: COMPUTER DESKS	382.05	4,584.60
2.00 Each	Allsteel AW3LF3054V--.X-(L1STD)-.LAHS-.E9-.AG1-P-E9 30Dx54W Aware Top Lam FlatEdg for V-Fixed/Nest .X:Standard Wood \$(L1STD):Grd L1 Standard Laminates .LAHS:Handspun Slate .E9:Flint .AG1:Single Oval Grom Center Lt/Rt P:Plastic Grommet E9:Flint Tag: Tag TG: COMPUTER DESKS Tag L1: 30x54-F	284.20	568.40
2.00 Each	Allsteel AW2TLSHCB--\$(P2)-.PR2-.B Aware54W Pair Fxd Stndng Ht w/Cst use w/30 Deep Top \$(P2):P2 Paint Opt .PR2:Platinum Metallic .B:Black	479.55	959.10



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	Tag: Tag TG: COMPUTER DESKS Tag L1: 30x54-F		
6.00 Each	Allsteel AW3LF3084V--X-\$(L1STD)-.LAHS-.E9-.AG1-P-E9 30Dx84W Aware Top Lam FlatEdg for V-Fixed/Nest .X:Standard Wood \$(L1STD):Grd L1 Standard Laminates .LAHS:Handspun Slate .E9:Flint .AG1:Single Oval Grom Center Lt/Rt P:Plastic Grommet E9:Flint Tag: Tag TG: COMPUTER DESKS Tag L1: 30x84-F	439.97	2,639.82
6.00 Each	Allsteel AW2TLSHCB84--\$(P2)-.PR2-.B Aware84W Kit Fxd Stndng Ht w/Cst use w/30 DeepTop \$(P2):P2 Paint Opt .PR2:Platinum Metallic .B:Black Tag: Tag TG: COMPUTER DESKS Tag L1: 30x84-F	546.82	3,280.92
12.00 Each	HON Company HMT1--.A-.H-.IM-\$(3)-.SX-02-.SB-.T Motivate Task-Flex Back-Uph Seat Pneu Swivel .A:Adjustable Arm .H:Hard (Standard) .IM:4-Way Black \$(3):Grade 3 Uph .SX:Moxie 02:Bayou .SB:Standard Plastic Black .T:Black Tag: Tag TG: COMPUTER DESKS Tag L1: HMT1	396.73	4,760.76
14.00 Each	HON Company HMT5--.A-.H-.IM-\$(3)-.SX-34-.SB-.T Motivate Task-Flex Back-Uph Seat Adj Footring .A:Adjustable Arm .H:Hard (Standard) .IM:4-Way Black \$(3):Grade 3 Uph .SX:Moxie 34:Chartreuse .SB:Standard Plastic Black .T:Black Tag: Tag TG: COMPUTER DESKS Tag L1: HMT5	434.55	6,083.70
26.00 Each	Humanscale NL1L24--NeatLinks Color-G NeatLinks, Gen 1, Large, 24"W NeatLinks Color:Color	16.10	418.60



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	G:Gray Tag: Tag TG: COMPUTER DESKS Tag L1: NL1L24		
6.00 Each	HON Company HEMKR426036L--N-\$(L1STD)-.LAHS-.S-.C-\$(P2)-.T1 Build Makerspace Table 42x60 Counter w/ Lam Top .N:No Grommets \$(L1STD):Grd L1 Standard Laminates .LAHS:Handspun Slate .S:Charcoal .C:Casters \$(P2):Grade 2 .T1:Platinum Metallic Tag: Tag TG: MAKERSPACE TABLES Tag L1: 42/60/36H	1,083.01	6,498.06
24.00 Each	HON Company HE4LSTL24--\$(P1)-.P097 Build Counter Height 4-Leg Stool \$(P1):P1 Paint Opt .P097:Harbor Tag: Tag TG: MAKERSPACE TABLES Tag L1: HE4LSTL24	105.82	2,539.68
2.00 Each	HON Company HEST3H3WS--C-.D-N-X-.S-\$(P2)-.T1-\$(MATCH)-.NA-\$(P2)-.T1-\$(L1STD)-.S 3-High Tote Storage - 3-Wide .C:Standard .D:With Door N:Integral Pull X:Omit Lock .S:Solid \$(P2):P2 Paint Opt .T1:Platinum Metallic \$(MATCH):Match Case .NA:Match Case \$(P2):P2 Paint Opt .T1:Platinum Metallic \$(L1STD):Grd L1 Standard Laminate .S:Charcoal Tag: Tag TG: STORAGE CABINETS Tag L1: 3H3W	1,455.42	2,910.84
1.00 Each	Allsteel LKFE1MTS--\$(KEYNUM)-.SEQ/-101-.2 Lock Core Kit Matte Silver -- 1 core 2 keys \$(KEYNUM):Key Number .SEQ/:Key Number Sequence Start 101:Key Number 101 .2:2 Tag: Tag TG: STORAGE CABINETS	17.66	17.66
6.00 Each	HON Company HFMBIN12 Tray Kit 12"h 2 bins and 4 rails Tag: Tag TG: STORAGE CABINETS	52.82	316.92



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3.00 Each	Tag L1: BIN12 HON Company HFMBIN6 Tray Kit 6"h 2 bins and 4 rails Tag: Tag TG: STORAGE CABINETS Tag L1: BIN6	44.52	133.56
1.00 Each	Workspace Installations LLC LABOR - EST #9578----- Furniture Installation: COMPUTER CLASSROOM AND MAKERSPACE ROOM :STRAIGHT TIME :NON UNION :NO STAIR CARRY - ELEVATOR USE :NO PERMITS :NO HARDWIRE DATA OR ELECTRICAL CONNECTIONS :ALL DEBRIS REMOVAL INCLUDED	5,195.00	5,195.00
1.00 Each	HON Company TARIFF HON TARIFF	697.31	697.31
1.00 Each	Allsteel TARIFF ALLSTEEL TARIFF	453.21	453.21
1.00 Each	Humanscale TARIFF HUMANSCALE TARIFF	25.12	25.12

Order Sub-Total :	\$45,139.66
<b>TOTAL ORDER :</b>	<b>\$45,139.66</b>

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED      THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

\*PLEASE NOTE, PRICING DOES NOT INCLUDE TAXES (SALES, USE, EXCISE OR OTHER TAXES), TARIFFS, SHIPPING, TRANSPORTATION, FREIGHT, HANDLING CHARGES, STORAGE, PREVAILING WAGES, CUSTOM DUTIES, FEES, EXPENSES OR REGULATIONS (IF ANY), TRADE POLICIES, PORT AUTHORITY FEES OR EXPENSES, AND GOVERNMENTAL SURCHARGES (ADDITIONAL EXPENSES) UNLESS SPECIFICALLY STATED OTHERWISE IN THIS PROPOSAL. THESE ADDITIONAL EXPENSES ARE AT BUYER'S COST AND EXPENSE AND ARE IN ADDITION TO THE PRICING STATED, UNLESS OTHERWISE SPECIFICALLY STATED HEREIN. IF SPECIFICALLY STATED AS INCLUDED IN THE PRICING, ANY INCREASE IN ANY OF THE ADDITIONAL EXPENSES AFTER ACCEPTANCE OF THIS AGREEMENT SHALL BE BUYER'S SOLE COST AND EXPENSE. SELLER SHALL NOTIFY BUYER OF AN INCREASE IN THE ADDITIONAL EXPENSES AND PROVIDE BUYER WITH AN AMENDED PROPOSAL PRICE AS SOON AS PRACTICAL AFTER RECEIVING NOTICE OF THE INCREASE.

**A FINANCE CHARGE OF 1-1/2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE CHARGED ON ACCOUNTS PAST DUE.**

Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



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**Balco Interiors, LLC**  
**d/b/a INTERIOR ENVIRONMENTS**  
**TERMS AND CONDITIONS OF SALE**

## 1. PROPOSALS AND ORDERS

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- A. **PARTIES:** Balco Interiors, LLC, a Michigan limited liability company, who conducts business under the assumed name of "Interior Environments," and shall be referred to as "Seller" or "IE." Buyer is the person or entity identified on Page 1 of this agreement. If Buyer is an entity, Buyer agrees to provide verified proof to Seller of the creation and continued existence of that entity, including the primary mailing address and telephone number of that entity, within five (5) days of affixing Buyer's signature to this agreement. Seller shall not be obligated to place any orders or take any action in performance of this agreement until Buyer submits such information to Seller.
- B. **PRICING:** All prices quoted by Seller are in United States dollars and are valid for 30 days from date of proposal as set forth on the top of Page 1 of this agreement. Pricing does not include taxes (sales, use, excise or other taxes), shipping, transportation, freight, handling charges, storage, prevailing wages, tariffs, duties, customs fees or expenses (if any), port authority fees or expenses, and governmental surcharges (Additional Expenses) unless specifically stated otherwise in the proposal. These Additional Expenses are at Buyer's cost and expense and are in addition to the pricing stated, unless otherwise specifically stated. If specifically stated as included in the Pricing, any increase in any of the Additional Expenses after acceptance of this agreement shall be Buyer's sole cost and expense. Seller shall notify Buyer of an increase in the Additional Expenses and provide Buyer with an amended proposal Price as soon as practical after receiving notice of the increase. At Seller's option, upon notification of an increase in any Additional Expense, Seller may require Buyer to pay the Additional Expense within ten (10) days of Buyer's receipt of the amended proposal. If Seller is responsible for any installation and Buyer is required to pay any prevailing wages, Buyer must notify Seller of that fact prior to preparation of Seller's proposal. If notified after acceptance of the proposal, Seller may increase its labor charge as set forth in the proposal to meet prevailing wage rates. These prevailing wages shall be treated as Additional Expenses as set forth above.
- C. **OFFER AND ACCEPTANCE:** All orders for the purchase of goods and services from Seller require a proposal prepared by Seller which must be approved and signed by an authorized signatory of Buyer. Seller's proposal shall constitute an offer and Buyer's approval of the proposal shall constitute acceptance of that offer. If Buyer submits a purchase order (or similar document) before Seller issues a proposal, Seller's proposal shall constitute a counteroffer and Buyer's approval of the Seller's proposal shall constitute acceptance of that counteroffer without any additional terms or conditions. Regardless of acceptance of Seller's offer by Buyer, Seller shall not be obligated to commence performance, including ordering of the goods, until such time as Buyer pays to Seller the required deposit.
- D. **AGREEMENT:** This Agreement between the parties is Seller's proposal to Buyer, including these attached terms and conditions, which are incorporated into the proposal by reference. The terms and conditions herein set forth shall be deemed to supersede any other written or oral terms, conditions or agreements between the parties. Any different or conflicting terms in any quote, invoice, Buyer purchase order, shipper, or any other document shall be deemed to be void and unenforceable. For the avoidance of doubt, any different, additional, or conflicting terms provided on any ancillary Buyer document(s) are expressly rejected by Seller.
- E. **MODIFICATIONS/CHANGES/CANCELLATIONS:** Once this agreement is mutually signed by the parties, based upon Seller's proposal, it shall not be canceled, modified, changed or terminated by the Buyer, unless as otherwise specifically set forth herein. Any requested modification to this Agreement is subject to the approval of Seller. If any change or modification is approved by Seller, Buyer shall pay any and all additional charges resulting from order modifications or changes within ten (10) days of receipt of the modified or amended proposal. Buyer acknowledges that all goods are custom manufactured to customer specifications and, therefore, cannot be returned to the manufacturer or supplier.

## 2. CREDIT APPROVAL AND DEPOSITS

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Unless otherwise set forth in Seller's proposal, all orders are subject to credit approval. A deposit of 50% of the entire contract price is required on all orders. The deposit is non-refundable and shall not be construed as liquidated damages. The deposit will be applied to the monies owed by Buyer under this agreement. No order will be placed by Seller until the deposit is paid. Seller will invoice Buyer for such deposit amount upon execution of the Agreement. Even though a binding contract exists upon acceptance of Seller's proposal, as set forth above, Seller shall not be obligated to commence performance, including ordering of the goods and materials specified in the proposal, until such time as Seller is in receipt of the required deposit from Buyer.

## 3. TITLE AND OWNERSHIP OF GOODS – PURCHASE MONEY SECURITY INTEREST

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Transfer of title to the goods as between Seller and Buyer shall occur upon delivery and installation of the goods by Seller and payment of the balance of the purchase price by Buyer. Seller retains a purchase money security interest in the goods until payment in full is made. If goods are installed in a location not owned or controlled by Buyer, Buyer agrees to notify the owner or occupant of the premises where the goods have been delivered or installed of Seller's purchase money security interest in the goods prior to delivery of the goods to the project site.

## 4. PAYMENT

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- A. **TIMING:** Any remaining balance on goods purchased under this Agreement, and any related installation or other services, will be invoiced upon delivery of the goods to the job site or, if installed by Seller, following substantial completion of the installation. Direct shipments from manufacturers will be invoiced to Buyer upon shipment from the manufacturer. Any goods or materials being held or stored at Buyer's request, due to delays in construction or otherwise, will be invoiced for product only upon Seller's receipt of the goods and materials with separate invoicing for installation or other related services upon substantial completion. Buyer will be invoiced for any Additional Expenses as they are occurred as set forth in paragraph 1.B. above.
- B. **PAYMENT TERMS:** Seller has the right to increase its prices at any time upon notice to Buyer to reflect any and all unusual or unforeseen increases in Seller cost, provided that any such increase shall be limited to the increase actually incurred by Seller. These potential increases are those identified above as Additional Expenses and Buyer will not offset or recoup any claim against amounts due Seller. All invoices are due on the date noted on the related invoice. Interest will accrue at 1.5% (18% A.P.R.) on all undisputed unpaid balances after the invoice due date. A service charge of three percent (3%) of the invoice amount will be added to all invoices paid by credit card.
- C. **FREIGHT, TARIFFS, HANDLING, TAXES AND OTHER CHARGES TO BUYER:** Unless otherwise specifically stated in this Agreement, Buyer is solely responsible for any and all Additional Expenses (paragraph 1.B.), which shall be Buyer's sole and exclusive responsibility, unless specifically indicated otherwise in the proposal. If not included in the proposal, such charges are not included in a price quotation and will be invoiced to Buyer separately by Seller.
- D. **TAXES:** Buyer is solely responsible for any applicable taxes. If Buyer possesses tax-exempt status, a certificate of resale, or tax exemption is to be provided prior to order placement.
- E. **STORAGE OF GOODS AND MATERIALS:** If Buyer is unable or unwilling to receive goods at the prescribed shipping site on the mutually agreed upon delivery date, any goods thereafter or material stored by Seller will be at Buyer's expense until such time as Buyer is able to accept delivery. Buyer shall also be liable for any additional delivery charges to transport the goods or materials to and from storage to the project site.

## 5. DELIVERY AND INSTALLATION

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- A. **SHIPMENT, DELIVERY AND INSTALLATION:** Seller shall advise Buyer of the manufacturer's projected shipment date and will notify Buyer immediately of any changes or delays in the projected shipment date. Any delivery date of the goods is a projected delivery date, and not a commitment by Seller that the goods will be delivered and available on any specific date. Shipment of the goods from the manufacturer is outside of the control of the Seller. Buyer acknowledges that many factors can cause delays in shipping and delivery and will not hold Seller liable for such delays. Changes in tariffs, trade policies, customs regulations, customs duties, and taxes may not only affect pricing, but it can also affect shipment and delivery of the goods and materials. Seller will follow the delivery schedule as projected by the manufacturer and keep Buyer updated as to delivery. Seller shall use its best business efforts to move delivery forward and minimize any potential or actual delays. Regardless of any project schedule, installation of the goods and materials by Seller, if applicable under this Agreement, will not be required to commence until the goods are delivered to the project site. Any contracted delivery and installation will be made during Seller's normal business hours of 7:00 a.m. to 3:30 p.m., Monday through Friday. Overtime delivery or installation performed at the Buyer's request will be subject to labor rates reflecting time-and-a-half for weekdays and double time for weekends and holidays. If applicable trade regulations require employing union tradesmen to complete the installation or delivery, any additional incremental costs will be invoiced to and paid by the Buyer. Seller shall not be liable for failure or delay in installation due to the installation site not being ready for installation. Any shipping, delivery, and performance dates are estimates only, and time is not of the essence. Seller may ship or direct shipments of all the goods and materials at one time or in portions from time to time. Seller has the right, but not the obligation, to determine the method of shipment and routing of the goods, unless otherwise stated in Seller's delivery and installation proposal or acknowledgement.
- B. **SELLER'S RESPONSIBILITIES:** Unless received by Buyer or Buyer's agent directly, Seller will receive, inspect, stage, and if



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contracted for, install Buyer's goods and materials. All furnishings will be left clean and in working order. Carton and packing materials will be removed to the Buyer's waste disposal containers, and the premises will be left broom clean. Buyer is responsible for providing a construction or trash dumpster for disposal of boxes and packaging materials. At Seller's option, Seller may direct shipments directly to the job site.

- C. **BUYER'S ACCEPTANCE:** Buyer agrees to have an agent on the premises at the agreed upon time to accept goods, deliveries, installation, and completed work. All goods and services shall be considered accepted after Buyer or his agent has signed an acknowledgement document(s). All claims or exceptions must be made in writing the date the work is substantially complete. Notwithstanding the foregoing, if Buyer or Buyer's agent is unavailable or unwilling to sign acknowledgment document(s), Buyer shall be deemed to have accepted the goods and services "as is" or as otherwise noted by Seller on the acknowledgement document.
- D. **DROP SHIPMENTS:** In case of drop shipments where goods are delivered without installation, Buyer will receive, inspect, and install, at its cost, ordered goods and materials. Buyer is also responsible for filing necessary freight claims in the event of damage. Buyer shall have no claims against Seller due to damage during shipment, and may not withhold payment on account thereof.
- E. **CONDITION OF JOB SITE:** Buyer's job site shall be clean, clear of all obstructions, and free of debris prior to any Seller installation. Charges will be assessed to the Buyer for excessive handling, storage and transportation incurred because of site conditions, activity of other trades, or other reasons not specifically identified in the price quotation, at a standard hourly rate, or at actual charges plus fees, if labor is performed by a third party.
- F. **JOB SITE SERVICES:** Buyer will furnish electrical current, heating, lighting, trash disposal containers, hoisting and/or elevator services, and suitable unobstructed dock space and staging areas at the job site without charge to Seller if Seller is to provide installation. If Seller is required to remove or handle existing furniture, the additional cost of moving and transporting shall be billed to the Buyer on an hourly basis. Once installation has begun, Buyer agrees to assume any expense incurred by Seller due to changes made at the Buyer's request or for any reason beyond Seller's reasonable commercial control. If the Agreement requires Seller to install goods, and Buyer makes any request of Seller for changes or amendments to the installation portion of the contract, Seller shall not be required to make those changes or amendments until reduced to writing and signed by Buyer.
- G. **ELECTRICAL INSTALLATION:** Unless specifically included as part of Seller's installation obligations, a licensed electrician may be required to install electrical product including outlets, task lights, and hook-ups to base building power. If Seller determines that an electrician is required, Buyer will be responsible for contracting and paying the electrician.
- H. **PROTECTION OF DELIVERED GOODS:** Buyer is responsible for security and safekeeping of goods after delivery to Buyer's site, or into storage negotiated by Buyer if the job site is not ready on an agreed upon delivery date, and Buyer shall assume any risk of damage or loss thereof.
- I. **DAMAGED GOODS:** If Seller is not required to install the goods, Buyer must notify Seller of any damage to the goods within seven (7) days of receipt of delivery of the goods. The notice must be in writing and must specifically identify the goods that are damaged, and the nature of the damage. The notice must include pictures of the damage to the packing container and the damage to the goods. If the damage was caused during transit, Buyer must file its claim with the shipping company who caused the damage, with a copy sent to Seller. Note paragraph 4(c) above. Likewise, Buyer is required to and must send pictures of damaged goods, packages and labels to initiate any available damage or warranty claim(s). Failure to report damages within the required reporting period with the required information may negate any warranty claims and Buyer shall accept responsibility for any and all costs associated with replacement or repairs of damaged goods.
- J. **DELIVERY AND INSTALL WARRANTY:** Seller shall warrant all delivery and installation services against defects in performance for a period of one (1) year following delivery. If this proposal includes the provision of delivery and installation services, Seller warrants that delivery and installation services performed by Seller or by a permitted Subcontractor or agent of Seller, shall be performed in a good and workmanlike manner consistent with the best practices in the industry. In the event of a delivery and installation service defect, the Seller shall repair, replace or re-perform the defective goods or service, at Seller's sole discretion, at no cost to the Buyer. Subject to the terms of any manufacturer's warranty, all delivery and installation services performed after the one (1) year delivery and install warranty period including but not limited to product warranties, service, repairs, replacement, etc. shall be paid for by Buyer at Buyer's expense.
6. **ADDITIONAL TERMS**
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- A. **DISCLAIMER OF WARRANTIES: BUYER AGREES THAT THE GOODS ARE OF THE SIZE AND DESIGN SELECTED BY BUYER AND THAT BUYER IS SATISFIED THAT SAME IS SUITABLE FOR BUYER'S PURPOSES. SELLER HAS MADE NO REPRESENTATION OR WARRANTY AS TO ANY MATTER WHATSOEVER. SELLER DISCLAIMS AND BUYER EXPRESSLY WAIVES AS TO SELLER, ALL WARRANTIES WITH RESPECT TO THE GOODS, INCLUDING BUT NOT LIMITED TO ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY, OR WORKMANSHIP. NOTHING CONTAINED HEREIN SHALL DIMINISH THE RIGHT OF BUYER TO EXERCISE ALL RIGHTS AND REMEDIES AGAINST THE MANUFACTURER OF THE GOODS FOR MANUFACTURER WARRANTIES. IN NO EVENT SHALL SELLER BE LIABLE UNDER ANY THEORY AT LAW OR EQUITY FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFIT OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE DESIGN AND USE OF THE GOODS. SELLER SHALL ADVISE BUYER OF ALL RELATED MANUFACTURERS' WARRANTIES UPON BUYER'S REQUEST.**
- B. **RESALE:** On any resale of the goods, Buyer shall contractually limit its buyer's warranty against both Buyer and Seller to the same extent as set forth above limits the warranty offered by Seller.
- C. **ACTS BEYOND REASONABLE CONTROL:** Beyond those areas set forth above, Seller shall not be liable for any delay or failure to deliver any or all of the goods or materials caused by tariffs, shipping delays, port authority delays, installation site delays, labor disputes, strikes, acts of God, or other delays beyond the reasonable control of Seller, as otherwise identified in paragraph 5.A. above, which is incorporated herein by reference.
- D. **ASSIGNMENT:** Buyer shall not assign its rights or obligations under this Agreement without the prior written consent of Seller.
- E. **INDEMNIFICATION:** Buyer shall indemnify, defend, and hold harmless Seller and its subsidiaries, affiliates, successors or assigns, and their respective directors, officers, shareholders and employees from and against any and all losses, damages, suits, civil actions, claims, costs, judgments, penalties or expenses (including, but not limited to, reasonable attorneys' fees) for injuries or deaths of persons, loss or destruction of or damage to property or delays in performance, and for any and all other injuries, losses, damages, suits, civil actions, claims, costs, judgments, penalties or expenses (including, but not limited to, reasonable attorney's fees) ("Claims") arising from, associated with or related to, in any way, the actions or omissions of Buyer or its employees, subcontractors or representatives, including but not limited to: (i) failure to comply with laws, codes, ordinances, orders, rules and regulations of all local, state and federal governments and agencies and instrumentalities; (ii) employment practices, including wage and payment issues; or (iii) the presence of Seller or its employees, subcontractors or representatives upon Buyer's premises or use or possession of Buyer's property, arising from or related to: i) Buyer's breach of any of Buyer's obligations under this Agreement and from; ii) any actions or inactions that would create liability on Buyer's behalf to any other person or entity except when caused by Seller's gross negligence or willful misconduct. Seller will defend, indemnify and hold harmless Buyer and its subsidiaries, affiliates, successors or assigns, and their respective directors, officers, shareholders and employees from and against any and all losses, damages, suits, civil actions, claims, costs, judgments, penalties or expenses (including, but not limited to, reasonable attorneys' fees) for injuries or deaths of persons, loss or destruction of or damage to property or delays in performance, and for any and all other injuries, losses, damages, suits, civil actions, claims, costs, judgments, penalties or expenses (including, but not limited to, reasonable attorney's fees) ("Claims") arising from, associated with or related to actions or omissions of Seller or its employees, subcontractors or representatives, including but not limited to Seller's failure to comply with laws, codes, ordinances, orders, rules and regulations of all local, state and federal governments and agencies and instrumentalities or the gross negligence of Seller or its employees, subcontractors or representatives upon Buyer's premises or use or possession of Buyer's property.
- F. **DEFAULT:** If Buyer fails to pay any amount due hereunder after the same is due and payable Buyer shall be deemed to be in breach and default hereunder. If Buyer fails to observe, keep, or perform any other provision of this Agreement, then the Seller shall have the right to exercise any one or more of the following remedies without prejudice to such remedies as may otherwise exist at law or in equity: i) to declare the entire amount due hereunder immediately due and payable and to: i) sue for damages, ii) enforce Seller's purchase money security interest in the goods and materials, regardless if the goods and materials are in Buyer's possession or not, iii) to pursue any other remedies provided by law. Recovery of possession of the goods and materials shall not be in lieu of the monies owed, and the goods and materials shall be sold and the proceeds applied to the unpaid balance of the indebtedness. Buyer shall remain liable for any unpaid balance after recovery and sale of these secured goods and materials. If Buyer is in breach or default hereunder and Seller incurs any legal costs or expenses, including actual attorney fees, Buyer shall reimburse Seller for the costs, expenses and attorney fees as part of Seller's damages.
- G. **NO WAIVER:** Seller's waiver of any right on one occasion shall not be a waiver of any future exercise of that right.



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- H. **LAW:** The Agreement shall be deemed entered into, and performed in substantial part, in Oakland County, Michigan. The Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of law provisions. The parties hereto agree to submit to the exclusive personal jurisdiction of the state or federal courts serving Oakland County, Michigan for the resolution of any claim or cause of action that arises from or related to this Agreement or the goods or services provided by Seller.
- I. **MEDIATION/ARBITRATION:** At Seller's sole cost and expense any breach or default of Buyer may be resolved through mediation or binding Arbitration through the American Arbitration Association managed through its Michigan office.