



TERMS & CONDITIONS

General: All products sold by Soelberg to the Buyer are made to order upon the acceptance of the conditions set forth in the customer quotation. Any additional terms and conditions not included nor consistent with these Conditions of Sale will not apply to any products sold, unless agreed upon in writing by Soelberg prior to the order acceptance. Employees or independent sales representatives of Soelberg are unauthorized to make verbal commitments or promises that extend beyond the written agreement.

Liability: Soelberg manufactures all orders to the specifications provided by the Buyer. Therefore, Soelberg is not liable for any third-party design, engineering, fabrication, and installation services required. Soelberg WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, LOST PROFITS, OR ANY OTHER LOSSES OF CUSTOMER, OR ANY THIRD PARTY IN ANY WAY RELATING TO PRODUCTS. Soelberg may provide design or installation advice to assist with the purchase of products, however, it is the Buyer's responsibility to meet all building code requirements set forth. Soelberg has no liability for claims that may arise from improper fabrication, modification and installation of Soelberg products by customer or third parties. Buyer is responsible for the proper care and handling from the time the product is received. Improper storage and handling will void product warranty.

Order Process: All orders should be submitted using the Soelberg customer quote request form at (soelbergi.com/formal-quote-request/). This ensures all required information is received to provide an accurate quote. A detailed quote and drawing will be submitted for Buyer approval based upon the information provided. An authorized signature and deposit are required to confirm quote to an order and receive a ship date. At the time of confirmation, Buyer approves all **quantities, dimensions, patterns, pattern orientations and finishes or colorways**, and is responsible for any changes thereafter. Any changes will require an updated quotation and drawing approval and may incur a 5% change order fee. Orders are considered accepted after receipt of all signed documentation and receipt of deposit and changes will not be available. Soelberg products are made to order and therefore Soelberg does not accept cancellations or returns, unless agreed to in writing by an authorized agent of Soelberg. The material deposit is non-refundable even in the event of an approved cancellation. In such case, Soelberg shall be entitled to payment from Buyer for all costs incurred in excess of the original deposit.

Note: Soelberg does not sign nor accept terms of purchase orders and / or contracts by Buyer.

Pricing: All published prices quoted by Soelberg or by Soelberg sales representatives are in *US dollars* and are valid for 30 days from the date of quotation. Changes to dimensions, quantities, patterns, and finishes will result in a price adjustment and nullify the original price quote. All prices are subject to change on account of specifications, quantities, shipment arrangements or any other terms and conditions, which are not part of the original price quotation. All prices are subject to change at any time. **Exception:** *All freight quotes are subject to the actual freight cost and can change at any time.*

Expedited Orders: A "Rush Fee" will be applied to all expedited orders and will be noted on the order confirmation. This fee must be approved and is non-negotiable. Soelberg makes every effort to accommodate expedited orders, however, it is subject to current production capacity and material stock and availability.



Sales and Use Tax: All orders are subject to any sales and use tax required by any federal, state, or local government. Such tax shall be added to the invoice at time of order unless proper exemption certificates are provided. All increases in, and all new taxes, excises or other governmental charges hereafter imposed on the production, sale, or transportation of the product sold, shall become part of the price payable by Buyer. Paid sales tax CANNOT be refunded for any reason.

Payment: Buyer agrees to Soelberg to pay the agreed purchase price and all applicable taxes, fees, and shipping charges set forth in the customer quotation. A 50% non-refundable deposit is required to secure production of orders. The remaining balance is due prior to order being shipped.

Exception: Any expedited orders, orders paid by check, or orders less than \$5000.00, require full balance in order to begin production. All orders paid for using credit card will be subject to a 3% transaction fee applied at the time of purchase. Because all orders are made to order no cancellations will be accepted after time of order confirmation and deposit. Finished orders that exceed 90 days without final payment will be deemed abandoned, deposit will be forfeited and the product destroyed without notice. If at any time, final payment for product is not made and it becomes necessary for Soelberg to incur cost of collection or suit to collect final balance, Buyer agrees to all such costs.

Freight: Buyer is responsible for all costs of freight. Freight quotes are an estimate only. Final freight charges will be determined at time of shipment based on final weight, dimensions, and any special conditions, such as lift gate service, or jobsite or residential delivery services. Any additional freight charges incurred after shipment has been released by Soelberg, such as change of address, adding lift gate service, or redelivery will require additional fees paid by Buyer.

All Shipping dates provided by Soelberg are an estimated ship date only. Soelberg makes every effort to ship by desired date, however, Soelberg will not be liable for delayed shipments. Any delay in shipments does not relieve Buyer of full payment for the product. Delay in shipment by Buyer may result in a storage fee of up to \$50 per day if order is left past 30 days. Shipment will not be processed until all fees are paid. All products are shipped FOB Orem, UT or London, KY. All risk of loss or damage passes to Buyer at time of transfer from Soelberg to shipper. **It is the Buyer's responsibility to inspect all shipments for damage at the time of receipt and notify shipper.** In the event of freight damage, notation should be made before providing signature of receipt. **Soelberg will not take liability for any shipping damage.** See Buyer's responsibility and instructions in the detailed shipping agreement that accompanies each quote.

Claims: Immediately upon delivery, Buyer must open crate and thoroughly inspect goods for product accuracy, shortages, damage, and defects prior to signing the bill of lading. This must occur regardless of any visible signs of external damage to the crating material. "Hidden" damage due to improper stacking of freight and mishandling of the freight may occur during the shipping process. This is Freight Damage and NOT the responsibility of Soelberg. If damage is found, Buyer MUST sign for the freight as DAMAGED on delivery receipt and driver must acknowledge that Buyer is signing for damaged freight. Buyer should immediately notify a representative of Soelberg of damage or shortage. Buyer must submit copy of delivery receipt noting damage or shortages and pictures of any crate damage and product damage. Buyer may also choose to refuse shipment due to damaged freight. Buyer's refusal of damaged freight does not release Buyer or Soelberg of the contract. Buyer will be responsible for costs associated with replacing the damaged product. It is the responsibility of the Buyer to file any and all freight claims resulting from this process. Soelberg has no liability after the products are shipped from Soelberg's production facilities.

Product Variations | Tolerances: Soelberg utilizes materials and processes that may create slight variations in color, pattern, and texture that are inherent to the custom appearance of the product.



It is recommended that the Buyer or end user should purchase enough material to complete a specific project at one time to minimize variations. WE CANNOT GAURANTEE PATTERN MATCH FROM PANEL TO PANEL FOR PANELS NOT ORDERED AT THE SAME TIME. WE ALSO CANNOT GUARANTEE DYE LOT COLOR OR SATURATION MATCH WHEN ORDERS ARE NOT PLACED AT THE SAME TIME. Some products are made from natural materials that can change over time or by dye lot and will vary in size, shape, color, density, thickness and texture within a single sheet. These variations are part of the natural aesthetic beauty of natural products. 3D laminated panels, MUTO panels and NATURA panels will have slight irregularities including but not limited to dips, 'shiny' spots, bubbles, inclusions, 'heathering' and inconsistent texture. All dimensions and squareness are subject to a 3/16" (4.7mm) tolerance.

Samples: Soelberg offers samples for purchase for submittals and approval. When working directly with a Soelberg sales representative and with a registered product, stock samples and submittal samples are free of charge. Custom samples and any samples not stocked will require a 5 - 7 day manufacture lead time. The sample should be used as a production target. Samples in Fire Rated and Formaldehyde Free cores are not available. Any samples outside of the standard sample offering including custom patterns or concepts are subject to full square foot charge paid for by Buyer.

Storage & Handling: In the event that any products need to be stored before installation, all products should be stored flat in the original shipping crate. All products should be stored indoors and away from excessive heat sources or moisture. Extreme temperatures and temperature changes will compromise the integrity of all products. All products should be handled with care to preserve the manufacturer's warranty.

Fabrication: Because Soelberg products are made to order, it is encouraged that 3D laminated products are ordered to exact dimensions from the factory when possible. In the event products need to be modified on site, it is recommended that only qualified contractors perform necessary adjustments, field cutting and product modification and manipulation. Soelberg will not be responsible for nor warrant any changes or modifications to products made in the field.

Warranty: Soelberg warrants all MUTO acoustic solutions and components for a period of two years against defects and or workmanship occurring in the manufacturing process. Warranty is null and void when products are cut, modified or altered onsite.

Soelberg warrants all 3D laminated components for a period of five years against defects and or workmanship occurring in the manufacturing process. Warranty is subject to the terms and conditions stated in this document.

3D laminated products are also guaranteed against delamination or any surface discoloration for the period of five years from the date of order. **Exception: Products installed around a fireplace or other significant heat sources will not be warrantied against delamination.** It is the Buyer's responsibility to comply with all building codes and recommendations from the fireplace manufacturer when considering products to be installed near a fireplace. 3D laminated products are manufactured using a heat activated adhesive. Excessive or extreme heat exposure will reactivate the adhesive and cause delamination.

All products are covered under this warranty as specified and do not include any damages or defects resulting from normal use, installation, flood, fire, or any other Acts of God outside of the manufacturer's control.



This warranty is limited to repair or replacement of products sold by Soelberg within 30 days of notice of claim. Soelberg has the right to request pictures of, or actual physical proof of said defect. Replacement of defective products can result in color variance from original product due to variation in texture, color, and sheen changes from the laminate manufacturers and is not considered a defect. Soelberg reserves the right to substitute or discontinue laminate colors, acrylic colors or PET colorways at any time. Soelberg does not pay for nor reimburse for the cost of onsite finishing, installation, repairs or replacement of defective products.

Limitation of Liability: It is understood that the manufacturer's liability will not exceed the amount of the purchase price of the original product deemed defective. Under no circumstances will the manufacturer be liable for any special, indirect, or consequential damages.

Photography: Soelberg has the right to photograph or document the final installation of all products and use as it sees fit in future marketing material. Every effort will be made to work with Buyer to provide project credit to all parties involved in the installation.

Contact Customer Support:

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