

August 3, 2015 Commercial Ceilings Price Lists

Our new U.S. commercial core ceilings price list can be found in My Armstrong and includes the increase as announced in the Sales Bulletin 2015-34 DDC, dated June 19, 2015. And, as stated, Architectural Specialties ceiling products are not increasing at this time.

Please use the following escalators for projects you quote into 2016. Escalators are guidelines, not commitments.

- **Commercial Core Ceilings price guidelines**
 - +5% for quotes on or after February 1, 2016
 - +5% for quotes on or after August 1, 2016
- **Architectural Specialties price guidelines**
 - +5% for quotes on or after February 1, 2016
 - +5% for quotes on or after August 1, 2016

What is attached? We are sending you the following sections:

1. Policies and Procedures
2. Terms and Conditions

The electronic CORE Ceilings price lists contain two (2) TABS on the bottom of the EXCEL spreadsheet.

- The FIRST TAB contains the Quick Reference Information. This information is summarized as an alphanumeric listing of products. For your convenience, we have added a Product Sampled column. (Please be aware the Quick Reference Cross-Reference Number to the full price list may not be exact, because we could not anticipate the printing formats used by all recipients.)
- The SECOND TAB contains the full price list. This list provides more detailed product information and is organized in an alphabetical "Family Name" sequence, **and includes any minimum order quantity requirements.**

The electronic Architectural Specialties price lists contain one (1) TAB on the bottom of the EXCEL spreadsheet. This tab contains the full price list. This provides detailed product information and is organized in an alphabetical "Family Name" sequence, **and includes any minimum order quantity requirements.**

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CEILINGS AND WALLS POLICIES AND PROCEDURES

DISTRIBUTION CENTERS

- Full Service Distribution Centers are Macon, GA (MN), Marietta, PA (M), and St. Helens, OR (S).
- Non-Full Service Distribution Centers are Hilliard, OH (HL), and Pensacola, FL (P).
- Some orders may require extended preparation time before a specific ship date can be established.

CUSTOMER FOCUS CENTER

- Please place all ceilings orders using our web application 'Customers Online' (COL).
- You can contact the Customer Focus Center, using the phone number and fax numbers listed below:

<u>CFC Center</u>	<u>Telephone</u>	<u>Order Facsimile Number</u>
Lancaster, PA (1-877-Armstrong)	877-276-7876	800-233-5598 -- East 800-635-1027 -- Central 888-396-0877 -- South 800-635-1027 -- West

ORDER CLEARANCE POLICY

- All orders will be reviewed and cleared for shipment by the customer two (2) business days (48 hours) prior to the actual day of shipping. No changes may be made on the order after 3:00 p.m. your local time two (2) business days prior to shipping. Modifications to material may still be made based on availability using COL until 1:30 p.m. your D.C.'s local time one (1) business day prior to shipping. Orders remaining on the 48-hour day will be shipped.
- **Each line item must be price verified for NoPE or job pricing. Per No Deduct policy, we will not process pricing claims on price verified orders.**
- Changes in orders for standard items may be subject to modification of the promise date.
- All truckload orders must have at least one vary-to-fill item.

DEFINITION OF SERVICE CLASSES

- "A" service class items are standard price list items made for stock, available within published lead times.
- "C" service class items are standard price list items made-to-order, not inventoried. These items are non- returnable.
- "S" service class items and FastSize are price list items and non-price list items made to order and subject to minimum order quantities. Please contact your CFC Specials Rep for a specials quote. Orders for "S" service items are **NON-CANCELLABLE AND NON-RETURNABLE**.

Note: Please reference the current Ceiling Products Shipping Estimate on our website for lead times on these service classes. Lead times shown are manufacturing lead times. Please allow appropriate transit lead times for products not manufactured at the servicing distribution center.

INVENTORY POLICY

- All "A" service items in the FULL SERVICE D.C. PRODUCTS PRICING SECTIONS will be available from the Full Service D.C.'s within shipping estimate lead times as published.
- All fiberglass items are available from the Hilliard D.C. These items can be transshipped to the Full Service D.C.'s with additional transit lead times.
- Orders for "C" service items in the FULL SERVICE D.C. PRODUCTS PRICING SECTIONS will be made for your order and shipped within published shipping estimates plus transit time to the appropriate D.C. to service your order. **Any "C" service item that is cancelled after being transshipped is subject to a \$ 0.04/sq. ft. restocking charge.**
- **For all Architectural Specialties Standard, Premium and Custom products please refer to page 9 and 10.**

PALLETIZING POLICY

- All standard items on this price list will be palletized as follows:

<u>MINERAL CEILINGS</u>		<u>FIBERGLASS CEILINGS</u>	
<u>Standard Item Size</u>	<u>Standard Pallet Size</u>	<u>Standard Item Size</u>	<u>Standard Pallet Size</u>
12" x 12"	3' x 4'	24" x 24"	4' x 4' (nom)
24" x 24"	4' x 4' (nom)	24" x 48"	4' x 4' (nom)
24" x 48"	4' x 4' (nom)	48" x 48"	4' x 4' (nom)
20" x 60"	40" x 60" (nom)	20" x 60"	40" x 60" (nom)
24" x 60"	4' x 5' (nom)	24" x 60"	4' x 5' (nom)
30" x 30"	30" x 60" (nom)	30" x 30"	5' x 5' (nom)
30" x 60"	60" x 60" (nom)	30" x 60"	5' x 5' (nom)
		60" x 60"	5' x 5' (nom)

- Requests for 2' x 4' or other special size pallets will carry a premium charge of \$12/pallet.
- Requests for special stack height on **standard size pallets** (reducing standard stack height by up to two "layers" of material) will carry a premium charge of \$6/pallet.
- Requests for these special services must be made at the time an order is entered, but no later than during the 48-hour pre-shipment phone call.

SPECIAL ITEMS

- Orders for CORE Ceilings special items must be placed with the Customer Focus Center (CFC).
- Orders for Architectural Specialties Premium and Custom items should be placed with Architectural Specialties using ASOrder@armstrong.com. To obtain a quote for all premium and custom items (items not listed on the Architectural Specialties Price List) use ASQuote@armstrong.com.
- All CORE Ceilings special items are made-to-order and will be shipped from the appropriate D.C. to service the customer's order. Please reference the current Ceiling Products Shipping Estimate for manufacturing lead times.
- THE SPECIALS QUOTE FORM MUST BE SIGNED BY THE CUSTOMER AND SUBMITTED TO THE CFC PRIOR TO PROVIDING A MANUFACTURING LEAD TIME.**
- Once a production date has been established, any customer revisions may incur additional charges and could change promise date.
- Notification to delay a shipment of special items must be received by the CFC **at least 14 working days prior to shipment**. Finished material will be held for a **maximum of 30 days beyond the originally requested ship date**. After that, a storage charge of \$15/day will be assessed.

FASTSIZE MADE-TO-ORDER CEILING PANELS – ALL 1 CARTON MINIMUM ORDER QUANTITY

PATTERN	EDGE DETAIL	WIDTH	LENGTH	THICKNESS
CIRRUS	SQUARE LAY-IN	4" TO 24"	4" TO 48"	3/4"
CIRRUS	TEGULAR	4" TO 24"	4" TO 48"	3/4"
OPTIMA	SQUARE LAY-IN	4" TO 48"	4" TO 120"	1"
OPTIMA	SQUARE TEGULAR	4" TO 48"	4" TO 120"	1"
OPTIMA	VECTOR	4" TO 30" 30" TO 48"	12" TO 96" 12" TO 48"	7/8" 7/8"
OPTIMA CAPZ	REVERSE TEGULAR	12" TO 48"	12" TO 120"	7/8"
ULTIMA*	SQUARE LAY-IN	4" TO 24"	4" TO 72"	3/4"
ULTIMA*	BEVELED TEGULAR	4" TO 24"	4" TO 72"	3/4"
ULTIMA*	VECTOR	4" TO 24"	4" TO 24"	3/4"

* ALL ULTIMA SMALL SIZE SPECIALS HAVE NRC 0.60 AND A CAC OF 35.

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NON FASTSIZE SET-UP CHARGES AND MINIMUM QUANTITY SCHEDULE: Set-up charges are included directly into the cost of the product, based on square footage ordered.

- Mineral Ceiling Material: 5,000 sq. ft. minimum order size. Set-up charges are included directly into the cost of the product, based on square footage ordered.
- Metric specials require a minimum order size, and must go through our specials quoting process.
 - a. Mineral fiber and Vinyl fiberglass metric specials require 5000 sq. ft. minimum.
 - b. Optima fiberglass metric specials minimum order quantity varies, contact your CFC rep.
 - c. Painted Nubby metric specials require 2500 sq. ft. minimum.
- Fiberglass Materials (Except Optima and Vinyl) – 2,500 sq. ft. minimum order size. Set up charges are included directly into the cost of the product, based on square footage ordered.
- All Vinyl Fiberglass Materials: 5,000 sq. ft. minimum order size. Set up charges are included directly into the cost of the product, based on square footage ordered.
- Optima™ Fiberglass: One carton minimum order size. Set-up charges are included directly into the cost of the product, based on square footage ordered.

Exceptions:

<u>Minimum Order Quantity</u>	<u>Product</u>
10,000 SF	Ceramaguard®
100,000 SF	Clean Room™ FL
4 PC	Optima® & Ultima® Create!™
2,500 SF	Optima® Layin & Tegular Custom Colors
25,000 SF	Mineral Fiber Custom Colors

Note: Tech Black is only available in square cut lay-in Mineral Fiber. It is not available with a tegular edge, in mineral fiber.

Special NRC-CAC Performance -- Contact your Armstrong representative.

UNSHIPPED ORDERS

To ensure fair service to our entire customer base and avoid excessive inventory tie-ups, we ask that our customers observe these requirements:

- Please ship available stocking orders within 10 days of requested/promised date of your next truck. Unshipped stocking orders beyond these parameters are subject to deallocation and redate or cancellation.
- Please ship job orders no later than 30 days of scheduled ship date. Orders left beyond 30 days are subject to deallocation and redate or cancellation.
- Orders placed for non-stock/made-to-order items are considered firm and non-cancellable.
- Customer Focus will advise the customer when shipment management parameters are exceeded. If the shipment is not released, both deallocation and redate (**redating will be allowed two times only**) or an outright order cancellation will be made.

RETURN POLICY

- Return shipments are not authorized without Armstrong’s approval. Contact your Customer Focus Center Rep for approval. Material returns will not be accepted without prior approval.
 1. **Not Subject to Return - All non-stock items, (“C” and “S” service categories and discontinued items) special, or made-to-order materials are not returnable.**
 2. Subject to Return - Items listed as stock items (“A” service items) are only returnable under the following conditions:
 - a. Request to return material must be made within sixty (60) days from date of shipment
 - b. Material must be in unopened cartons.
 3. Credit - Credit will be issued for those items received in a resalable condition. **A minimum service charge of 20 percent of the invoice value will be charged.**

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- 4. Freight - All returned goods will be shipped back to the designated D.C. on a prepaid basis. The filing of any claims for in-transit damage is the responsibility of the customer.

FREIGHT POLICY

- Commercial Distributor and Contractor customers will be asked to provide us a “fill” item to insure the shipment of full trucks. Maximum value is attained for every freight dollar spent.

STANDARD EQUIPMENT

- Full vehicle load shipments will contain the indicated number of pallets in the chart below:

Type of Equipment	Specialty Service D.C.		Full Service D.C.		
	Hilliard	Pensacola	Macon	Marietta	St. Helens
Flat Bed +					
45 ft.	N/A	20-22	20-22	N/A	N/A
48 ft.	N/A	22	22	22	22
Tautliner +					
48 ft. @	22	N/A	22	22	22
Van – 102W/13’ – 13” 6” H (Except St. Helens which is 14’ H)					
48 ft.	22	22	22	22	22
53 ft. &	24-26	24-26	24	24-26	26

N/A = Not available

@ = Vinyl side curtained van trailer that allows for side unloading. Not available to all destinations because of limited carrier service area.

+ = Flat Beds and Tautliners will be considered nonstandard equipment to the ten Western states of Arizona, California, Colorado, Idaho, Montana, Nevada, Oregon, Utah, Washington and Wyoming, except for shipments from St. Helens, D.C.

NOTE: Product weight, product size or pallet size may not allow the full number of pallets indicated above to be loaded on the vehicle.

NONSTANDARD TRANSPORTATION EQUIPMENT

- Customer orders placed with Armstrong requesting transportation equipment other than listed as standard equipment (see above) will be accepted, contingent upon, reasonable availability of the nonstandard equipment. Orders so accepted may require longer lead times than published. **ANY ADDITIONAL FREIGHT COSTS INCURRED DUE TO THE SELECTION OF NONSTANDARD EQUIPMENT WILL BE PASSED ON TO THE CUSTOMER.**

LESS THAN FULL VEHICLE SHIPMENT

LESS THAN FULL VEHICLE, LESS THAN TRUCKLOAD (LTL); AIR FREIGHT AND SMALL PACKAGE SERVICES:

- Customer requesting shipments that are less than full vehicle, less than truckload (LTL), and air freight or small package services will be subject to the Upcharge listed under FREIGHT TERMS below. This upcharge includes freight (**PREPAID ONLY**), all special handling charges.
- All LTL shipments from an Armstrong Distribution Center for products listed below will be subject to mandatory crating protection. There will be a charge of \$150 per crate for this service.
- The products include all material in the following families:

All Architectural Specialty products	Fiberglass Optima	Standard Soundsoak
Armatuff	Graphis	Custom Linear
Ceramaguard	Mineral Fiber-Radial	Techzone Metal
Cirrus & Cirrus Open Plan	Mylar & VL	Fine Fissured Open Plan
Crossgate	Nubby Tegular	Ultima
Optima Capz	Metal Planks	
Custom Metal Plank	Optima	
Custom Open Cell	Standard Metal Plank	
Fiberglass Nubby	Standard Open Cell	
- Ultima and Optima Create! will be subject to mandatory crating protection. There will be a charge of \$208 per crate for this service.

CONFIDENTIAL**CUSTOMER PICKUP**

- **Only direct customers of Armstrong will be allowed to pick up material at the Distribution Center and then only with the approval of an Armstrong Sales Manager.**
- All customers must call the CFC to make arrangements 48 hours prior to pick-up. Orders will be promised based on material availability.
- Pick up times are from 7:00 a.m. to 2:00 p.m., Monday through Friday. Any other requested time of day is subject to Armstrong approval.
- Customers will be serviced on a first come, first served basis.
- Failure to pick up the material as scheduled will be subject to rescheduling.
- The customer must send transportation equipment that can be mechanically loaded, and be sturdy enough to support a forklift truck.
- If an open truck is used, proper tarps or covers must be provided for the material, and applied in a safe manner. If tarps are not provided, the Customer Focus Center will notify the customer and advise of liability. If the driver must climb on top of the load, a safety harness or equivalent safety precaution must be observed. Plants that do not have a safety harness are Hilliard and St. Helens. Therefore, open trucks cannot be loaded at these locations.
- No freight is allowed.

WAREHOUSE STOP-OFF SHIPMENTS

- Total stop off charges per truck are as follows:
 - Truck with one stop and destination - \$250.00
 - Truck with two stops and destination - \$375.00
 - Truck with three stops & destination - \$500.00
- * Any shipment within New York City zip codes (100XX-119XX) will incur a \$100.00 surcharge added to the above rates.

These charges help to pay costs charged by the carrier for stop offs and out of route mileage.

- Minimum requirement per stop is four (4) pallets of material. This is not for job site shipments. See restrictions below.
- Stop-off shipments will be made at customer's request in accordance with Interstate Commerce Commission regulations.
- **Armstrong will determine the routing of all stop off shipments. Requests for alternate routing may be subject to a premium freight charge.**

JOB-SITE STOP-OFF SHIPMENTS

- A job-site delivery fee of \$225.00 will be charged for full truckloads going to a job-site destination other than the New York metropolitan area. For the New York metropolitan area, the charge will be \$325.00 to reflect the higher costs of shipping into this market.
- The minimum quantity required for a job-site stop is 12 pallets.
- Job-site deliveries requiring a stop-off will also be charged the \$125 stop-off fee.

DETENTION OF VEHICLE

- All truckload shipments specify free time for unloading. Time begins when the driver notifies the proper party of arrival. The free time allowed per vehicle is generally two (2) hours. Upon expiration of free time, carrier will assess detention charges that are generally \$75.00 per hour beyond free time. Special additional charges may apply in the New York City metropolitan area. Payment of detention charges will always be the responsibility of the customer.

CONFIDENTIAL**CUSTOMER RESPONSIBILITY AT DELIVERY SITE**

- It is the customer's responsibility to unload the shipments at the specified delivery location. Because of The Department of Transportation regulations, drivers are not required to unload the truck. If the driver is required to unload the truck, the customer will be responsible for any added charges that may result from the carrier.

RECONSIGNMENT AND DIVERSION

- Rerouting, reconsignment, or diversion of shipments from their stated destinations on the bill of lading at time of shipment will not be allowed without the expressed written permission of Armstrong.** When authorized reconsignment/diversion is requested due to no fault of Armstrong, the reconsignment charge and any additional freight charges resulting from the reconsignment/diversion will be billed by the carrier to the party requesting such reconsignment/diversion.

FREIGHT TERMS

- All prices are F.O.B. shipping point. Armstrong will select the carrier and arrange for shipment to customer's destination and prepay freight charges. Customer will be invoiced according to the following:
 - TRUCKLOAD OR PIGGYBACK SHIPMENTS**
 - On full vehicle load shipments of ceilings or combined ceilings and walls meeting pallet quantity requirements full freight allowed to all delivery points in the continental U.S. (excluding Alaska).
 - Other Special Charges - Any accessorial transportation or delivery service requested by customer such as union driver, weekend delivery, etc. will constitute charges incurred directly by the customer and will be invoiced. Charges for such services arranged by Armstrong for Armstrong's own convenience in making a delivery would be borne by Armstrong.
 - LESS THAN FULL VEHICLE, LESS THAN TRUCKLOAD (LTL), AIR FREIGHT AND SMALL PACKAGE SHIPMENTS:**
 - Customers requesting shipments that are less than full vehicle, less than truckload (LTL), airfreight, or small package shipments will be subject to the upcharge listed under FREIGHT TERMS below. This upcharge includes freight (**PREPAID ONLY**), and all special handling charges. **Contact a CFC representative for charges applicable to Alaska and Hawaii.** Applicable crating fees are separate charges.

CEILINGS AND MOLDING -- FREIGHT PREPAID -- LTL

<u>QUANTITY</u>	<u>UPCHARGE</u>
1-499 SF/PC	\$100 Flat Charge
500-2999 SF/PC	\$.20/SF/PC
3000-9999 SF/PC	\$.16/SF/PC
10,000 or over SF/PC	\$.14/SF/PC

SOUND SOAK WALLS AND MOLDING -- FREIGHT PREPAID -- LTL

<u>QUANTITY</u>	<u>UPCHARGE</u>
1-499 SF/PC	\$100 Flat Charge
500-2999 SF/PC	\$.20/SF/PC
3000-9999 SF/PC	\$.16/SF/PC
10,000 or over SF/PC	\$.14/SF/PC

NOTE: Collect LTL shipment requests will require review and authorization by an ABP Sales Manager. Plan to contact your CFC representative to receive information on applicable charges for this service.

CEILINGS -- FREIGHT PREPAID and COLLECT-- AIR FREIGHT

<u>QUANTITY</u>	<u>UPCHARGE -- NEXT DAY SERVICE</u>
1-125 SF/PC	\$200 Flat Charge

In excess of 125 SF, contact CFC for air freight quote.

MOLDING -- FREIGHT PREPAID -- AIR FREIGHT

<u>QUANTITY</u>	<u>UPCHARGE -- NEXT DAY SERVICE</u>
1-125 LF/SF	\$200 Flat Charge

In excess of 125 LF/SF, contact CFC for air freight quote.

CONFIDENTIAL**CEILINGS AND MOLDINGS - FREIGHT PREPAID – SMALL PACKAGE GROUND****QUANTITY****UPCHARGE**

1-340 SF/PC

\$45 Flat Charge

C. FREIGHT CHARGES FOR SHIPMENTS CORRECTING DISTRIBUTION CENTER ERROR.

If we cannot ship an order as originally promised because of an Armstrong error, the following procedure will apply:

1. We will ship the material with the next truckload order. If this does not meet your requirements we will:
2. Ship the material as a Less than Truckload shipment, full freight allowed.

LOSS OR DAMAGED MATERIAL

Armstrong's selling terms are F.O.B. shipping point. Under our F.O.B. terms of sale, the customer owns the material in transit and is responsible for any loss or damage in transit. **However**, Armstrong will continue to provide customer service excellence by filing the claims with the carrier and leveraging our relationship with the carrier providing you conform to the following:

Visible Damage

- Please thoroughly inspect and count the packages at time of arrival.
- Damaged material must be acknowledged at the time of receipt by having the driver (carrier) and person receiving material (customer) sign the delivery receipt confirming item and quantity of damaged material.
- Check the "Damage" box on the "Delivery Receipt" or "POD Proof Of Delivery"
- Please provide photographs of the damaged material, carton or crate. This is important to help us better understand root cause.
- Contact your customer service representative within **three days** to report damage. We may ask you to:
 - Notify the carrier and request an inspection.
 - Provide a copy of the inspection report or a description of the damage if an inspection is waived (with name of person who gave the waiver).
 - Note – Federal regulations prohibit a carrier from honoring a claim unless it is presented within nine months after receipt of shipment.

Concealed Damage

- Contact your customer service representative to report concealed damage as soon as it is discovered. Armstrong will not file a claim on your behalf for any concealed damage that is reported more than 90 days from delivery. We may ask you to:
 - Notify the carrier and request an inspection.
 - Provide a copy of the inspection report or a description of the damage if an inspection is waived (with name of person who gave the waiver).
 - Note – Federal regulations prohibit a carrier from honoring a claim unless it is presented within nine months after receipt of shipment.

Distributor Delivery Damage

- When visible or concealed damage is recorded by a CSA customer for material delivered by a Distributor, Armstrong will bill the Distributor for the amount credited to the CSA account.

DYE LOT GUIDELINES

- All color-ceiling items are dye lotted.
- All dye lotted items should be segregated for installation by dye lot, and should not be mixed.

CONFIDENTIAL**ARCHITECTURAL SPECIALTY PRODUCTS****DISTRIBUTION CENTER**

- Confirm all shipping points and lead time when placing the order. Some orders may require extended preparation time before a specific ship date can be established.
- Armstrong Shipping Bulletin is available with estimated ship dates.

ARCHITECTURAL SPECIALTIES ORDERING PROCESS

- Standard Products on the Architectural Specialties Price List should be ordered using our web application 'Customers Online' (COL)
- All other products which are not on the Architectural Specialties Price List (Custom and Premium) are quoted through ASQuote@armstrong.com and ordered through Architectural Specialties using ASOrder@armstrong.com.

ARCHITECTURAL SPECIALTIES DEFINITION OF SERVICE CLASS AND LEAD TIMES

- "A" Service Class items are inventoried in limited quantities. Large order quantities in excess of available inventory will require longer lead times. Review the Armstrong Shipping Bulletin or contact your CFC representative for extended lead-time information.
- "S" Service Class – All other products are considered "S" service class are **non-returnable** and **non-cancellable**. These product lines may require extended lead times for large quantities. Review the Armstrong Shipping Bulletin or contact your CFC representative for extended lead-time information.
- All Products not listed on the Architectural Specialties Price List – **Premium and Custom** will require a price quote and a lead-time quote by Architectural Specialties.

RETURN POLICY ARCHITECTURAL SPECIALTIES PRODUCT CATEGORIES

Return shipments are not authorized without Armstrong's approval.

- "A" Service Items are subject to return under the following conditions:
 - Request to return material must be made within sixty (60) days from date of shipment.
 - Material must be in unopened cartons or crates.
 - A 20% restocking charge based on the value of the material will be charged.
 - Credit will be issued for those items received in resalable condition only.
- "S" Service Items are made to order and are **non-cancellable and not subject to return**.
- Not Subject to Return – All Premium and Custom products are **non-returnable** and **non-cancellable** after the order has been placed.

ORDER CLEARANCE POLICY

- All Architectural Specialties "A" Service items please refer to the Standard Commercial Ceilings Policies and Procedures on page 2.
- All Architectural Specialties "S" Service items will be cleared by the Customer at the time of order placement.

PACKAGING

- All Architectural Specialties Price List items shipped LTL out of an Armstrong distribution center will be packaged in protected shipping crates. Customers will be charged \$150 per crate.

CONFIDENTIAL**SET-UP CHARGES**

- Custom and Premium products may require minimum order quantities and or set up charges. Contact Architectural Specialties through ASQuote@armstrong.com for detailed quotes.

LOSS OR DAMAGED MATERIAL

Armstrong selling terms are F.O.B. shipping point. The risk of loss or damage to goods passes to our customer when the goods are shipped. The customer is responsible for initiating a claim against the transporting carrier in case of loss or damage to goods in transit. To protect your interest and insure recovery from the carrier, you must:

- Please thoroughly inspect and count the packages at time of arrival.
- Damaged material must be acknowledged at the time of receipt by having the driver (carrier) and person receiving material (customer) sign the delivery receipt confirming item and quantity of damaged material.
- Check the "Damage" box on the "Delivery Receipt" or "POD Proof Of Delivery"
- Please provide photographs of the damaged material, carton or crate. This is important to help us better understand root cause.
- Driver and Customer both keep a copy of the Delivery Receipt
- Contact your customer service representative within **three days** to report damage.

We may ask you to:

- Notify the carrier and request an inspection.
- Provide a copy of the inspection report or a description of the damage if an inspection is waived (with name of person who gave the waiver).
- Note – Federal regulations prohibit a carrier from honoring a claim unless it is presented within nine months after receipt of shipment.

DYE LOT GUIDELINES

WoodWorks Products: Due to the inherent properties of wood and the changing number of sheets cut from any given log, variation in color and grain will appear from one panel to another. This is a natural occurrence. Natural maturing or mellowing of the color may occur with age and is consistent with the appearance of natural wood.

- All WoodWorks product are Dye Lotted and will vary from run to run.
- All Premium MetalWorks products are Dye Lotted and will vary from run to run.
- Soundsoak products are Dye Lotted and the maximum number of cartons per one dye lot is limited and should be qualified during the placement of the order.
 - Composed Fabrics – 20 ctns. in one dye lot, this includes Soundsoak 60, 85 and Rhythms.
 - Woven Fabrics – 14 cartons in one dye lot, this includes Gilford FR701.
 - Vinyls – 10 ctns. in one dye lot. This includes all Vinyl.

An order requiring one dye lot may add as much as two additional weeks to the order lead-time.

TERMS AND CONDITIONS OF SALES

For all Terms and Conditions of Sales please refer to the Standard Commercial Ceilings Terms and Conditions of Sales. Any area not specifically covered in this document will default to the Standard commercial Ceilings Terms and Conditions of Sales.

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CEILING SYSTEMS DISTRIBUTOR

TERMS AND CONDITIONS OF SALE**1. ACCEPTANCE OF ORDERS**

No order placed with SELLER shall be considered as accepted until officially acknowledged by SELLER. If SELLER'S acknowledgment contains terms additional to or different from the PURCHASER'S order, it shall be effective as an acceptance of such order only if such terms are included in the sale contract, and they shall be so included if not objected to in writing within ten [10] days from the date of SELLER'S acknowledgment.

2. DELIVERY

All sales are F.O.B. shipping point, notwithstanding freight allowance [if any] noted herein. No allowance from prices will be made for freight or cartage on material picked up at our plant or warehouses.

3. FORCE MAJEURE

Delay or failure to fulfill or perform any order or contract shall be excused by any cause beyond SELLER'S control, including, but not limited to, sabotage, fire, flood, differences with workmen, riot, insurrection, war, inability to obtain raw materials at competitive prices or due to shortages [and any resulting allocation of products, whether or not within the control of Armstrong], act of any governmental authority, including but not limited to wage and price controls, priorities granted at the request or for the benefit, directly or indirectly, of any government or agency thereof, and act of God. Any of the foregoing conditions resulting in the delay or failure to perform under this agreement shall excuse such delay or failure whether the condition exists now or arises hereafter.

4. PRICE CHANGES

Prices of all goods are those applicable on date of shipment to PURCHASER. Where no price is

indicated for a future time period listed herein, it is estimated by, but not binding upon, SELLER that such prices will not exceed a 10% increase over the level of prices shown for the preceding time period. All prices contained herein are the best current estimate of SELLER and are subject to change without notice. Prices quoted on items not shown in this price list [special items – nonstandard] are void after ninety [90] days unless a firm order is received.

5. WARRANTY

The goods sold hereunder are warranted to be free from defect in material and workmanship. All other warranties express or implied, including any implied warranty that the goods shall be fit for a particular purpose, are hereby excluded. Defective goods may be returned to SELLER after inspection by SELLER and upon receipt of definite instruction from SELLER. Goods so returned and found to be defective will be replaced or repaired without charge, but SELLER shall not be liable to PURCHASER or any other person for loss or damage directly or indirectly arising from the use of the goods, from breach of any warranty or from any other cause, the exclusive remedy against the SELLER being to require replacement or repair of defective goods. Every claim on account of defective goods, short count, or for any other cause, shall be deemed waived by PURCHASER unless made in writing within thirty [30] days from the date of shipment of goods to which such claim relates

6. TERMS OF PAYMENT

Our terms of payment for all ceiling tile products are as stated on the invoice.

2½ % 15 days, net 16 days.

or

2% 30 days, net 31 days.

Cash discounts apply after deducting freight.

6. TERMS OF PAYMENT [continued]

Terms of payment shall be subject to approval of SELLER'S Customer Financial Services Department and in case of doubt arising at any time as to PURCHASER'S financial responsibility, production may be stopped and shipments suspended until satisfactory assurances are received. SELLER shall be under no obligation to make any shipment when PURCHASER is in default hereunder or under any other sales agreement between SELLER and PURCHASER.

7. TAX

Sales hereunder are subject to the condition that the PURCHASER pay the SELLER the amount which SELLER is required to pay on account of any excise, manufacturer's payroll, use, or sales taxes or charges which might be established or levied by any governmental authority [domestic or

foreign] upon the merchandise sold hereunder or any part thereof, or the manufacture, use, sales, or delivery thereof, insofar as the same might be applicable to the merchandise sold hereunder or the manufacture, use, sales, or delivery thereof.

8. SEISMIC

Suspension system components can be used in Seismic Zones 0 [lowest] through 4 [highest]. Not all components comply to all jurisdictional requirements. Please consult your Armstrong representative for details concerning specific systems compliance to specific seismic code requirements.

In areas of ICBO jurisdiction, see ICBO Evaluation Reports #5173, 5413, and 5450 for allowable values and/or conditions of use concerning suspension system components contained herein. It is subject to reexamination, revisions, and possible cancellation.