General Services Administration
Federal Supply Service
Authorized Federal Supply Schedule Price List

For more information on ordering from Federal Supply Schedule click on the FSS Schedules button at fss.gsa.gov. On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage™, a menu-driven database system. The INTERNET address for GSA Advantage™ is: http://www.GSAAdvantage.gov.

Multiple Award Schedule
FSC Group: MAS
FSC/PSC Code: 7125

Contract Number: 47QSMA20D08PA
Contract Period: February 12, 2020 - February 11, 2025
Price List is current through Mod PO-0001, Effective February 12, 2020

Contractor's Information
Nova-Link Limited
935A-5 Southgate Dr
Guelph, Ontario, Canada
N1L 0B9
Phone: 905-858-3500
Toll Free: 800-858-3598
Fax: 905-858-7633
Email: mvp@nlnovalink.com
Website: www.novalink.com

Contract Administrator: Maria Vander Park

Business Size: Small
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1a. Special Item Number (SIN):

33721

See price list for all item descriptions & awarded prices under these SINs

1b. Lowest Priced Model:

7259-A0018-9508 Single zone Profile A Open Base 72w 12d; $4,000.83 (S 7.5)

Lowest Priced Part:

5010-M0012-2081 Type A - trim fasten bracket; $4.55 (S 5.5)

1c. Hourly rates:

Not applicable

2. Maximum Order:

$250,000.00

3. Minimum Order:

$100.00

4. Geographic coverage (delivery area):

Domestic Only

5. Point of Production:

Guelph, Ontario, Canada

6. Discount from List Prices:

GSA Prices are Net

7. Quantity Discounts:

None

8. Prompt Payment Terms:

Net 30 Days

9a. Government Purchase Cards

Accepted at or Below Micro Purchase Threshold

9b. Government Purchase Cards

Not Accepted Above Micro Purchase Threshold

10. Foreign Items:

All Production in Canada

11a. Time of Delivery:

14-84 days standard domestic. Specified on Task Order.

11b. Expedited Delivery:

Please contact the Representative for Availability

11c. Overnight / 2-day Delivery:

Please contact the Representative for Availability
11d. **Urgent Requirements:**
   Please contact the Representative for Availability

12. **FOB point(s):**
    Origin, Freight Prepaid and Add

13a. **Ordering Address:**
    Nova-Link Limited, 935A-5 Southgate Dr, Guelph, ON N1L 0B9

13b. **Ordering Procedures:**
    For supplies, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in the Federal Acquisition Regulation (FAR) 8.405-3.

14. **Payment Address:**
    Nova-Link Limited, 935A-5 Southgate Dr, Guelph, ON N1L 0B9
    Attention: Accounts Receivable

15. **Warranty Provision:**
    Contractor's standard commercial warranty

16. **Export Packaging Charges**
    All packing charges will be estimated on the applicable quotation.

17. **Terms and Conditions of Government Purchase Cards**
    Not Above Micro Purchase Level

18. **Terms and Conditions of rental, maintenance and repair**
    Not applicable

19. **Terms and Conditions of Installation**
    All Installation Project Management charges will be estimated on the applicable quotation

20. **Terms and Conditions of repair parts**
    Not applicable

20a. **Terms and Conditions for any other services**
    Shipping Charges - All Shipping charges will be estimated on the applicable quotation
    Project Management - All Project Management charges will be estimated on the applicable quotation

21. **List of service and distribution points**
    Please contact the Contract Administrator for Availability.

22. **List of Participating Dealers**
    None

23. **Preventative Maintenance**
    Not required
24a. Special Attributes

Series 7.5™ Console furniture enabling the user group to see, hear and be seen in the mission critical, interactive work space™

USA Patent # 10,039,376B2 (2018) and patents pending


The Customer relations team is accessible (direct) for project analysis, proposal development, installation coordination and follow up support (for the electric lift system etc).

LEED CI

<table>
<thead>
<tr>
<th>Materials and Resources</th>
<th>potential credits</th>
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<tr>
<td>3.3 RESOURCE REUSE, 30% FURNITURE AND FURNISHINGS</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>* All products manufactured by Nlnovalink are warranted.</td>
<td></td>
</tr>
<tr>
<td>A sustainable design approach for all of Nlnovalinks products carry a proven track record of installations which are sustainable and incrementally upgradable.</td>
<td></td>
</tr>
<tr>
<td>Reusing Nlnovalink's product to re-configure is very attractive in achieving a 30% reuse criteria.</td>
<td></td>
</tr>
<tr>
<td>4.1 RECYCLED CONTENT -10% (Post consumer + 1/2 pre-consumer)</td>
<td>1</td>
</tr>
<tr>
<td>* The combined % of post consumer + 1/2 pre consumer = Typically ^ 40%</td>
<td></td>
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<tr>
<td>4.2 RECYCLED CONTENT -20% (Post consumer + 1/2 pre-consumer)</td>
<td>1</td>
</tr>
<tr>
<td>* The combined % of post consumer + 1/2 pre consumer = Typically ^ 40%</td>
<td></td>
</tr>
<tr>
<td>5.1 REGIONAL MATERIALS - 20% MANUFACTURED REGIONALLY</td>
<td></td>
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Any installation site which falls within a 500 mile radius from NLnovalink will be applicable.

935A-5 Southgate Dr
Guelph, ON N1L 0B9
Canada
5.2 REGIONAL MATERIALS - 10% EXTRACTED AND MANUFACTURED REGIONALLY

* In addition to 5.1 - 10% of the combined value of construction and furniture manufactured within 500 miles of the project.

7 CERTIFIED WOOD

* Nnovalink uses wood products which are FSC certified

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<tr>
<th>Indoor Environmental Quality</th>
<th>potential credits</th>
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<td>4.4 LOW EMITTING MATERIALS - COMPOSITE WOOD AND LAMINATE ADHESIVES</td>
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</tr>
<tr>
<td>* Nnovalink offers products that have been tested and passed BIFMA x7.1 standards.</td>
<td></td>
</tr>
<tr>
<td>4.5 LOW EMITTING MATERIALS - SYSTEMS FURNITURE AND SEATING</td>
<td>1</td>
</tr>
<tr>
<td>* Nnovalink offers products that have been tested and passed BIFMA x7.1 standards.</td>
<td></td>
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<table>
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<tr>
<th>Innovation and Design Process</th>
<th>potential credits</th>
</tr>
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<tr>
<td>1 to 4 EXEMPLARY PERFORMANCE</td>
<td>1</td>
</tr>
<tr>
<td>* Innovation in Design point is achieved for exemplary performance when the requirements reach the next incremental step. For recycled content (MR 4.1 and 4.2) Nnovalink can exceed 30%, therefore qualifying.</td>
<td></td>
</tr>
<tr>
<td>* Apply strategies or measures that are not covered by LEED. Potential for 3 more credits.</td>
<td></td>
</tr>
</tbody>
</table>

statistics are a representation of our standard product offering. Numbers will vary according to configuration.

total potential credits - 12

24b. Compliance with section 508
Not applicable

25. DUNS Number
246629745

26. Central Contractor Registration
Registration in SAM.gov is active
SCHEDULE 'A'

LIMITED WARRANTY

Nova-Link Limited ("NovaLink") offers this limited warranty for NovaLink parametric contract furniture®™ consisting of Series 7.5 Consoles, the Series 5.5 Spine System and special project specific components (the "Product")

Ten (10) Year Limited Warranty for NovaLink Product

The Product is subject to a ten (10) year limited warranty and is guaranteed to be free of defects in workmanship and materials under conditions of reasonable office use, including 24/7 shift usage, for a period of ten (10) years from the purchase date (as defined in Schedule "B" attached hereto), subject to the terms and conditions provided herein. Included, One (1) Year of On Site Service following the purchase date, for repair or replacement of defective Product, and such service shall be free of charge.

Twenty Five (25) Year Limited Warranty for Series 7.5 and Series 5.5 Structures

The eleven (11) gauge steel structures of the Product are subject to a twenty-five (25) year limited warranty and guaranteed to be free of defects in workmanship and materials under conditions of reasonable office use, including 24/7 shift usage, for a period of twenty-five (25) years from the purchase date (as defined in Schedule B attached hereto), subject to the terms and conditions provided herein.

Making a claim

To make a warranty claim or to inquire about concerns with your Product from NovaLink, please contact service@NovaLink.com or call (905) 858 3500. When making a claim under this warranty, proof of purchase with the original bill of sale is required. Should this not be available, NovaLink reserves the right to deny the warranty claim. Any claim under this warranty must be submitted in writing and preferably include photographs or a video showing the defect(s).

Parts Warranty - Coverage and Limitations

The term "defect" as it is used in this warranty is defined as an inadequacy in the materials or workmanship of the Product that existed on the date of the original delivery from NovaLink.

NovaLink reserves for itself the exclusive right to determine, in its sole discretion if assumed defective Product is defective and subject this warranty.

Installed replacement Product is guaranteed to be free of defects in workmanship and materials for the balance of the original warranty that started on the purchase date.

Remedy Process and Conditions

It is the intent of NovaLink to repair or replace defective Product 'As Soon As Possible'.
Upon receiving a warranty claim, the Purchaser / claimant will be contacted, to discover the full scope and details of the claim.
Note: On line support can often resolve many lift system issues.
NovaLink will issue a Quotation to the Purchaser / claimant relevant the warranty claim (as defined in Schedule “B” attached hereto), which must be signed and returned to NovaLink to authorize the use of this warranty.
Note: One (1) Year of On Site Service following the purchase date, for repair or replacement of defective Product, which shall be free of charge.

Upon the completion of a Product exchange, the Purchaser shall send the assumed defective Product to NovaLink or, if so instructed by NovaLink in writing, the Purchaser will discard the assumed defective Product.

In the event the assumed defective Product is determined by NovaLink in it’s sole discretion, as not defective, the price of the replacement Product and the cost of the associated services and expenses will be payable by the Purchaser / claimant.

Liability

This Warranty is expressly in lieu of all other warranties whatsoever, express, implied or statutory, including without limitation, the implied warranties of merchantability and fitness for a particular purpose.

This Warranty and NovaLink’s Obligation under it are the Purchaser’s sole and exclusive remedy against NovaLink for all claims arising hereunder or relating hereto whether such claims are based on breach of contract, tort (including negligence and strict liability) or other theories.

In no event will NovaLink, or its respective employees, shareholders, distributors or suppliers be liable to the purchaser for any indirect, incidental, or consequential damages (including without limitation, special, punitive or exemplary damages for loss of business, loss of profits, business interruption, or loss of business information) arising out of or in connection with the purchase of any products from NovaLink even if such party has been advised of the possibility of such damages.

General

The warranty for electric light bulbs, elements and transformers is limited to the day of installation.

This warranty does not apply to 3rd party products identified on the NovaLink quotation with a distinct product specific brand name, and such brand name products are limited to the original equipment warranty of the manufacturer or the distributor and, it is the responsibility of the purchaser to abide by the requirements of the warranty for the 3rd party product.

This warranty is limited to the availability of repair services and replacement components and does not provide for alternate substitutes.

This warranty does not apply to natural changes in colour, tone or texture, nor end-user wear and tear damage, which can occur to the Product over time.

This warranty does not apply to actions by the Purchaser including (i) improper installation, (ii) disconnecting and improperly reconnecting cables, (iii) modifications, (iv) abusive use and (v) inflicted damage of any type.

This warranty does not apply to any Products subjected to lack of maintenance. Without limiting the generality of the foregoing, Product(s) must be installed and stored in a climate controlled environment similar to that of a modern Class A office building, as exposure to high and low temperatures and humidity can result in delamination, material deformation and corrosion and such damage will not be considered a defect for the purposes of this warranty.
Schedule "B"

TERMS AND CONDITIONS

Quotation

The following terms and conditions apply to and form part of the attached quotation (the “Quotation”) provided by Nova-Link Limited (“NovaLink”) to the purchaser identified in the Quotation (the “Purchaser”).

The Purchaser agrees that all products, components and services (collectively referred to as the “Product”) provided by NovaLink pursuant to the Quotation shall be subject to the Quotation, the warranty provided in Schedule “A” attached hereto (the “Warranty”) and the following terms and conditions in Schedule “B” attached hereto (the “Terms and Conditions”), which, collectively, constitute the agreement (the “Agreement”) between NovaLink and the Purchaser.

Order and Acceptance

The Purchaser, in its sole discretion, may order the Product(s) within sixty (60) days of the date of the Quotation by signing the Quotation and returning same to NovaLink or by issuing a purchase order with the Quotation attached (the "Order"). Upon receiving the Order, NovaLink shall issue a confirmation letter of its acceptance of the Order and the availability schedule. Upon issuance of such a confirmation letter to the Purchaser, this Agreement shall become binding on NovaLink and the Purchaser (the “Purchase Date”).

PAYMENT TERMS

Unless otherwise provided for in this Agreement, all currency amounts in Canada are quoted in Canadian dollars and all international currency amounts are quoted in USA dollars

Unless otherwise provided for in this Agreement, the Purchaser shall pay Fifty percent (50%) of the purchase price upon order as invoiced by NovaLink and NovaLink will invoice all outstanding amounts, after the goods have been delivered.

The Quotation is exclusive of all applicable taxes and duties (including without limitation sales, services, value added, and import and export taxes and duties) which the Purchaser agrees to pay.

Unless otherwise provided for in this Agreement, the NovaLink invoice is payable net thirty (30) days. Title to and ownership of the Product(s) will remain with NovaLink until all amounts payable by the Purchaser pursuant to this Agreement have been paid in full, at which time title will pass to the Purchaser. Amounts not paid by the Purchaser when due shall, if the same remain outstanding for one hundred and twenty (120) days or more, bear interest at a rate of two percent (2%) per month (24% per annum), payable from the date upon which payment was due. In the event the Purchaser becomes insolvent this Agreement will be terminated.

In the event that a Purchaser requests termination of this Agreement, NovaLink will provide a cancellation proposal for this agreement.

Delivery

The Products shall be delivered to the Purchaser or to the Purchaser’s Agent, according to the International Chamber of Commerce’s “INCO” terms 2010. If there is noticeable damage to the packaging, crating or Product(s) upon delivery, the Purchaser or the Purchaser's Agent shall inscribe on the shipping manifest "damaged goods" with a description of the damage, and send a copy to support@NovaLink.com, Providing the Purchaser assigns to NovaLink in writing all rights that
the Purchaser may have in connection with the claim for damage incurred during transit, NovaLink will repair or supply replacement components, as deemed necessary by NovaLink so as to amend the damage to the Product.

Installation

Upon completion of the original installation, where NovaLink has supplied on site supervision or labour, NovaLink will inform the Purchaser in writing when the installation is complete. The Purchaser will then have ten (10) business days to identify issues of concern (the "Punch List"). NovaLink will amend the Punch List defects, free of charge.

Finishes and Colours

Unless otherwise provided for in this agreement, the Product(s) shall have standard finishes and colours (see NovaLink parametric contract furniture.com)

Confidentiality

The Quotation package provides a solution developed expressly for the needs of the specified Purchaser (the "Information") which may include trade secrets, know how, techniques, processes, services and prices, which if allowed to become public could result in real damage to NovaLink. The Purchaser acknowledges and agrees that the Information is valuable and belongs to NovaLink and will take all reasonable measures to keep this information confidential. Such terms shall remain in force without limitation and shall survive termination of this Agreement.

Liability

DESpite any other term or condition of any agreement, NovaLink’s liability in respect of any claim, whether in contract (including, without limitation, a claim of fundamental breach), tort (including, without limitation, negligence) or otherwise, for any loss or damage arising out of, or in connection with the manufacture, sale, delivery, resale, repair, replacement or use of any product or component will in no case exceed the price of the same. In no event will NovaLink be liable or responsible, whether in contract (including, without limitation, for fundamental breach), tort (including, without limitation, negligence) or otherwise, for any death or injury, loss or damage to real or personal property external to the products and components or loss arising out of such damages, or special, indirect or consequential loss of profit or revenue, loss of use, cost of capital, down-time costs, cost of substitute products, components, facilities or services. The Purchaser agrees to indemnify and hold NovaLink harmless in respect of any and all claims, damages, losses, liabilities, demands, suits, judgments, causes of action, legal proceedings, penalties or other sanctions and any and all costs and expenses arising in connection therewith, including legal fees and disbursements on a solicitor and client basis (including, without limitation, all such legal fees and disbursements in connection with any and all appeals) which may in any way result from or arise out of or be in relation to any death, injury, loss or damage referred to in the preceding sentence.

General

Entire Agreement. This Agreement supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to the subject matter of the Agreement. This Agreement constitutes the entire agreement between the Purchaser and NovaLink.

Amendments. The Quotation will remain as prepared by NovaLink, and shall not be amended by any inconsistent term in the Order or elsewhere. No amendment, supplement, modification, waiver or termination of this Agreement will be
binding on the parties unless same is in writing and signed by both parties.

**Waiver.** No waiver of any provision of the Agreement will be deemed to constitute a waiver of any other provision, whether or not similar, nor will such a waiver constitute a continuing waiver unless expressly provided.

**Severability.** If any part of this Agreement is held to be invalid, illegal or unenforceable, such part (an **Invalid Part**) will not effect the validity, legality or enforceability of any other part, and the Invalid Part will be deemed to be severed from this Agreement, which will be construed and enforced as if the Invalid Part was never included in this Agreement.

**Assignment.** NovaLink may assign these Terms and Conditions, in whole or in part, without notice to the Purchaser at any time. The Purchaser’s rights under these Terms and Conditions are in no way transferrable, in whole or in part, without the prior written consent of NovaLink.

**Arbitration.** Any dispute arising out of or in connection with this Agreement shall be referred to arbitration in accordance with the Arbitration Act, 1991. The costs and expenses incurred by the prevailing party in connection with any dispute referred to arbitration under this Agreement shall be borne by the party against whom the award is made to such arbitration proceedings.

**Force Majeure.** If due to circumstances beyond NovaLink’s reasonable control, including, without limitation, pandemics, labor disputes, strikes, lockouts, civil strife, riots, war, terrorism, inability to obtain labor or materials, accidents, governmental restrictions, appropriation, transportation delays, earthquake, fire or other action of the elements, it is unable to perform in whole or in part its obligations as set forth in this Agreement, then NovaLink shall be relieved of those obligations to the extent and while it is so unable to perform and such inability to perform shall not make NovaLink liable to the Purchaser.

**Governing Law.** This Agreement will be governed under the laws of the Province of Ontario, Canada without regard to its conflicts of law provision and shall be treated in all respects as an Ontario contract. Venue for all actions or proceedings arising out of or relating to this Agreement will be exclusively in provincial or federal court in Toronto, Ontario, Canada. This Agreement expressly excludes the UN Convention on Contracts for the International Sale of Goods, and the International Sale of Goods Act Ontario as amended, replaced or re-enacted from time to time.