

FLEXIFLOR ORDER TERMS AND WARRANTY

LIMITED WARRANTY AGAINST DEFECTS IN MATERIAL OR WORKMANSHIP

All first quality regular line products are warranted against manufacturing & material defects provided Seller's recommended installation and maintenance instructions are followed.

Seller does not warrant matching of color, shade and mottling but warrants that its merchandise will conform to the contract description and that the merchandise delivered will be of fair average quality within the description; and if purchased by sample, the merchandise shall conform to such sample with only such reasonable variation as is, in the option of Seller, acceptable in the trade.

Any patent defect in material will be repaired or, at option of Seller, replaced free of cost if a claim of such defect is brought to attention in writing the Seller's and within 30 days of receipt of material by Customer; and if Seller's examination shows that the product has failed under the terms of this Warranty. The Seller shall not be responsible for installation costs involved in the repair or replacement nor for any incidental or consequential damages arising out of the existence of any defect. Customer must notify Seller of any obvious visual defects prior to installation; otherwise this warranty will not apply. Under no circumstances shall Seller's liability exceed the purchase price of the goods that are shown to be defective. Determination of suitability of any product or application shall be the sole responsibility of Customer. No guarantee is given as to length of services of any application. Suggestions made by Seller in its literature concerning uses of products are believed to be reliable, but Seller makes no guarantee of results to be obtained.

The flooring products manufactured by Seller are warranted to be free from defects in workmanship or material for a period of **12 years** from the date of delivery. The tread products manufactured by Seller are warranted to be free from defects in workmanship or material for a period of **5 years** from the date of delivery. For materials not manufactured by Seller, please refer to original manufacturer's warranty.

Tiles and rolled sheets may have slight color variations not detected at the factory. All tiles and rolled sheets must be dry laid and examined under standard lighting conditions for color acceptance before being installed.

THIS WARRANTY DOES NOT INCLUDE

- A. Dissatisfaction due to installer workmanship, improper installation, improper maintenance, improper underlayments, color variation between product and samples or photographs, exterior installations, and irregularities caused by underlayments including but not limited to moisture, alkali or hydrostatic pressure in subfloor. Moisture transmission must not exceed three pounds per thousand square feet per twenty-four hours, Relative Humidity must be 75% or less.
- B. Damage due to accidents or abuse including but not limited to gouges, scuffs, scratches, indentations, cuts or punctures, burns, stains, seating placement and hardware, induced discoloration or discoloration caused by heat, sunlight or ultra-violet light, improper cleaning agents or maintenance methods.
- C. Damage caused by improper storage or handling prior to installation.
- D. Indentations or damage caused by high heel or spike heel traffic, improper floor protectors, casters, or furniture rests.
- E. Material installed with obvious defects or with adhesives other than provided by Seller. FlexiFlor will not pay labor costs to repair or replace material with defects that were apparent before or at the time of installation.
- F. Any additional expense associated with business interruption including but not limited to furniture/appliance moving, overtime, or loss of use associated to the replacement or examination of flooring.

OTHER THAN STATED HEREIN, SELLER MAKES NO WARRANTIES WITH RESPECT TO ITS PRODUCTS, THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

No representative or salesperson has authority to make any representation, promise or agreement except as stated herein

WITH RESPECT TO "SECONDS" OR "OFF GOODS," SUCH ARE SOLD "AS IS" AND SELLER MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT THERETO, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Customer hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, any federal court sitting in the State of Ohio, U.S.A., or any Ohio state court in any legal proceeding arising out of or relating to this contract. Each party agrees that all claims and matters may be heard and determined in any such court and each party waives any right to object to such filing on venue, forum non-convenient, or similar grounds. The non-prevailing party in any dispute under this agreement shall pay all costs and expenses, including expert witness fees and attorneys' fees, incurred by the prevailing party in resolving such dispute.

TERMS OF ORDER

1. Delivery:
 - a. All shipments are subject to delay from causes beyond our control and without our fault or negligence including, but not limited to, delays caused by war, fire, flood, strike, accident, acts of God or the public enemy, acts of Government in its sovereign capacity, Government order or requirements, epidemics, quarantine restrictions, freight embargoes, unusually severe weather and any computer or software failures or malfunctions, interruption or shortage of materials or transportation facilities or other cause, similar or otherwise, beyond our control.
 - b. Seller assumes no liability for loss, damage or consequential damage due to delays.
 - c. If the delay is caused by the delay or default of a subcontractor, Seller shall not be liable to Buyer in damages.
2. Freight can be prepaid and add or collect (subject to credit approval). Seller will not be responsible for extra charges for inside delivery, re-delivery, or "notification of arrival." Any UPS, FedEx, or other carrier surcharges for oversized packages, un-cartoned items, or other restrictions will be added to your shipping charges. Customer will be responsible to pay for errors resulting from incorrect addresses or account numbers.
3. We wish to advise that all prices are made and orders accepted with the understanding that the material will be invoiced at the prices which may prevail at the time of delivery. Should it become necessary to revise prices upward before shipment of your order can be made, we will extend to our customers the right to cancel if our new prices, as revised from time to time, do not prove acceptable.
4. All prices are also subject to increase from time to time to compensate for any tax, excise, or levy imposed upon the goods sold, or upon the manufacture, sale or delivery thereof, or, whenever any tax, excise, levy law, or Government regulation, shall have the effect directly or indirectly of increasing the cost of manufacture, sale or delivery of such goods.
5. Sales/use tax applied, where applicable.
6. 30 Days/Net for open accounts unless otherwise specified.
7. Custom orders are subject to production overruns. Special size, run, color or other custom made products are not returnable. While many stair treads and tiles are shown as "standard", they have been cut from larger sizes, had abrasive strips applied, or been special run. These items are not returnable.
8. Accounts not paid within terms are charged a service charge of 1.5% per month plus any and all collection charges incurred thereafter.

TITLE OF GOODS

1. F.O.B. Akron, Ohio.
2. Orders MUST be inspected immediately upon delivery.
3. Report any shortages or other discrepancies no later than 30 days from the original date of shipment. Failure to do so could forfeit your right to further action and you will be held responsible for the entire invoice amount.
4. If you wish to return any material, you must obtain authorization within 30 days of original date of shipment. Failure to do forfeits your right to further action and you will be held responsible for the entire invoice amount. A copy of Conditions of Return is available upon request. Adhesives and abrasive stair treads are not returnable.