

**YOU AGREE YOU ARE THE PERSON ON THE REVERSE SIDE BEING SOLD THE PRODUCTS OR OTHERWISE PROPERLY AUTHORIZED THEREBY. YOU WILL BE BOUND BY THE TERMS AND CONDITIONS BELOW AND ON THE FRONT OF THIS SALES ORDER, REGARDLESS OF WHETHER YOU SIGN IT.**

**DEFINITIONS:** Wherever used herein, the term "Flooring World" shall mean Flooring World by Flooring World LLC inc. and the term "Customer" or "you" shall mean the party named on the reverse side in the block captioned "Sold To". The term "Products" shall mean all products listed for purchase in the column headed "Item No. / Description" on the reverse side.

**MATERIAL SELECTION:** You acknowledge that you have been provided an opportunity to select and inspect the Products prior to purchase and agree that you are not relying on Flooring World to determine quality, color, grade or quantity of Products purchased. You acknowledge that all material is subject to quality, density, grade, texture, color, shade and hue variations from piece to piece, stone to stone, crate to crate, and lot to lot.

**WARRANTY AND DISCLAIMER: : Our Products, whether stone, wood or tile, naturally vary from lot to lot.**

**Color, grain and veining may vary from one stone, wood or tile to another, and none of them may be alike. All stone, wood and tile products require special installation, sealing, treatment, care and maintenance, which Customer shall perform or have performed at Customer's sole risk and liability. In no event and under no circumstances shall Flooring World be held liable or responsible in any manner or to any extent, and Customer hereby specifically waives and releases Flooring World, for any chips, etching, scratches, marks, discolorations or other damages during, after or as a result of any installation, sealing, treatment, care or maintenance of the Products. In each pallet of Products, four to ten percent loss or damage to the Products is considered normal.**

**Flooring World is not responsible for any risk of loss of Products at any time from purchase to delivery nor has Flooring World provided you with any guaranteed delivery date. ALL MATERIAL IS SOLD AND DELIVERED "AS IS" WITH "ALL FAULTS." THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL FLOORING WORLD BE RESPONSIBLE OR LIABLE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. ANY CLAIM AGAINST FLOORING WORLD OR IT'S AGENTS, OFFICERS, AND EMPLOYEES SHALL BE LIMITED TO THE REPLACEMENT VALUE OF THE MATERIAL AND ONLY IF SUCH MATERIAL IS FOUND TO BE MATERIALLY DEFECTIVE.**

Samples supplied by Flooring World, if any, are not made part of the basis for this Sales Order and no sample furnished by Flooring World shall form any part or provide any basis for any warranty or other claim by Customer hereunder. Customer understands that all material is subject to wear and abrasion in high traffic areas. Customer further

acknowledges that Flooring World has made no recommendation as to any installer of the Products and Customer shall look solely to such installer for any damage that results to the Products during installation.

**STORAGE AND DELIVERY:** Customer, at all times, agrees to fully insure, guard, protect and maintain, at Customer's sole expense, all Products. All Products are stored and shipped without insurance unless Customer requests such insurance in writing and pays for same in full, all prior to storage and/or delivery of the Products. Payment of a delivery charge or storage charge does not provide for delivery and/or storage insurance. Unless Customer has been advised that the Products are not in stock, Customer agrees to pick up the Products within ten (10) days of the date of this Sales Order. If Customer has been advised that the Products are not in stock, Customer agrees to pick up the Products no later than ten (10) days after notice that they are available. Customer agrees to pay to Flooring World the greater of \$0.50 per square foot per day or \$50.00 per day for any Products not picked up after the applicable 10 day period and will have no right to retrieve the Products until any storage charge is paid in full. If the incurred storage charge exceeds the purchase price of the Products stored, Customer shall immediately pay to Flooring World liquidated damages equal to twenty percent of the full purchase price of the Products plus any and all storage, delivery, and convenience charges. If Customer has failed to pick up the Products within 90 days after the expiration of the applicable 10 day period, Flooring World shall be entitled to sell any such material and apply the proceeds from such sale in the following order: outstanding balance due on any unpaid invoice(s), unpaid interest charges on any unpaid invoice(s), collection costs, and storage fees. In no event and under no circumstances shall Flooring World be liable for any damages, defects, deterioration, discoloration or other deficiencies (collectively, "Defects") in, to or of the Products if Flooring World is required to store the Products beyond the applicable 10 day period for Customer to arrange for pick up thereof as set forth herein, including, without limitation, any such Defects related to heat, moisture or humidity. Furthermore, Customer agrees that any and all claims related to delayed delivery and/or damage during delivery shall be brought solely against shipper, whether shipper was selected by Customer or Flooring World. In the event that the Products are delivered by Flooring World (and not a third party), then Customer shall personally inspect and accept delivery/pickup of the Products or shall authorize an agent to inspect and accept delivery/pickup of the Products, and upon acceptance of the Products (which shall be deemed upon the Customer or Customer's agent signing a receipt for the Products), Customer shall be deemed to have waived, relinquished and surrendered any and all claims related to any Defects to or of the Products.

**NO CANCELLATION, NO RETURN, NO EXCHANGES: ALL SALES ARE FINAL.**

Customer has no right to cancel this Sales Order. Flooring World may terminate this Sales Order if the goods cannot be delivered for reasons related to import restrictions, guidance or instructions from the relevant authorities, in which case, Customer shall solely be entitled to receive a store credit in the full amount paid to Flooring World. Customer shall be in default hereunder upon the occurrence of any one or more of the following events: (a) failure to pay any sum due; (b) any representation, warranty or

statement made or delivered to Flooring World by Customer in connection herewith proves false, incorrect or misleading; (c) if Customer shall make an assignment for the benefit of creditors, file a petition in bankruptcy, apply to or petition any tribunal for the appointment of a custodian, receiver, intervenor or trustee for Customer or a substantial part of its assets or if Customer commences any proceeding under any bankruptcy, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction; or if any such petition or application shall have been filed or proceeding commenced against Customer or if any such custodian, receiver, intervenor or trustee shall have been appointed. In such event, all outstanding payments due and payable by Customer to Flooring World shall, at Flooring World's option, become immediately due and payable, and Flooring World shall have the right to consider the agreement contemplated hereby, or that part of it not yet performed, as having been canceled by Customer, and to recover damages arising from such cancellation (including liquidated damages equal to twenty percent of each entry in the column headed "Total Amount" on the reverse hereof), and shall further have all rights and remedies, including those of a secured party, provided by applicable law. All costs incurred by Flooring World as a result of nonpayment or delay in payment by Customer, including, without limitation collection costs, storage costs and reasonable attorneys' fees and related costs, shall be paid by Customer upon Flooring World's demand, and at Flooring World's sole option, shall bear interest from the date when incurred until paid in full at the rate of 1½ percent per month or part thereof.

**SPECIAL ORDER DISCLAIMER:** Purchaser shall make an immediate full payment of the total order amount.

**THERE ARE NO EXCHANGES NO RETURNS NO REFUNDS NO CANCELLATIONS ON SPECIAL ORDERS FOR ANY REASON**

**PAYMENT:** As a condition to Flooring World processing this Sales Order, Customer shall have paid Flooring World not less than full amount of each entry in the column headed "Total Amount" on the reverse hereof. Any amounts not paid will bear interest at the rate of 1½ percent per month or part thereof from the date due.

**DISHONORED CHECKS:** Pursuant to Florida Statutes §68.065, if any check is dishonored by Customer's bank as a result of Nonsufficient Funds, Flooring World may file an action against the Customer for up to three times the full face amount of the check, court costs and attorneys' fees.

**DIFFERING TERMS:** Any terms or conditions additional to or different from those in these Terms and Conditions, which may appear in any communication from Customer or Flooring World (including any printed in any form of Customer) are hereby expressly objected to and shall not be effective or binding unless expressly agreed to in writing by Flooring World.

**LIMITATION OF LIABILITY, WAIVER AND INDEMNIFICATION:** Flooring World's liability in any action related to this Sales Order or the Products shall in no event exceed the total Balance Due on the reverse side and such liability may be fully discharged by a

reimbursement of any payments received by Flooring World hereunder. If any claim is made for damage or injury including death, Customer agrees to indemnify, save and hold Flooring World free and harmless, to the fullest extent possible, from and against such claim and all loss, damage, injury and expense (including reasonable attorneys' fees and costs, whether suit be brought or not, and at all tribunal levels) that Flooring World may sustain, unless such claim is directly and solely based on Flooring World's own intentional or willful act, omission or default. This limitation of liability is expressly intended to apply to all types of claims, including, but not limited to, claims based on the negligence (either in whole or in part) of Flooring World. The parties agree that, for the purposes of Florida Statutes §725.06, the indemnification obligation for that portion of the damages which are caused by the intentional or willful act, omission or default by Flooring World shall be limited to \$1,500,000, which the parties expressly and conclusively agree bears a reasonable commercial relationship to this Sales Order and is hereby deemed to be a part of the project specification bid documents, if any.

**NO LIABILITY FOR ACTS OF OTHERS AND FORCE MAJEURE:** Flooring World shall have no liability or responsibility for any fees, costs, expenses, losses or damages (collectively, "Damages") caused by others, including, without limitation, any such Damages resulting from transportation delays, production or factory issues or delays, the unavailability of the Products from Flooring World's customary suppliers at costs not materially greater than those normally paid by Flooring World or strikes, war, Acts of God, rain, wind, hurricanes or any other event beyond Flooring World's reasonable immediate control. If the Products become unavailable or in short supply, Flooring World may substitute material reasonably equivalent to the Products and Customer will be responsible for one hundred sixty percent of the increased cost to Flooring World.

**ASSIGNMENT:** Neither party may assign the rights or delegate their duties hereunder without the written consent of the other party.

**SEVERABILITY:** If any term or other provision hereof is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions shall nevertheless remain in full force and effect.

**NO WAIVER:** The failure of Flooring World to enforce these Terms and Conditions shall not be interpreted as a waiver of the continuing effect thereof.

**VENUE:** Venue for any litigation which may arise from this Sales Order shall be a court of competent jurisdiction in Broward County, Florida. All disputes arising under this Sales Order shall be governed by Florida law including Chapter 672 Uniform commercial Code Sales, regardless of any conflict of laws statutes.

TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION.

**SECTION HEADINGS:** Section headings are for convenience only and shall not act as material terms or limitations of any kind.

**NOTICE: ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.**

**NOTICE: ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUBSUBCONTRACTORS OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENTS, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOU, YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.**