



CONDITIONS OF SALE

1. Prior to placing your order, a 50% deposit on materials is required by HomeCorr, LLC. Any remaining balance on materials will be due at the same time the materials are delivered or released from the warehouse.
2. HomeCorr, LLC does not accept returns on special order products that cannot be returned to the original supplier or manufacturer. In the event the original supplier or manufacturer will accept a return on a special order product, a restocking fee of up to 30% plus any freight cost to return the product to the original supplier or manufacturer will be deducted from the owner's refund amount.
3. HomeCorr will not be held responsible for an overage or shortage of materials on any order. Any estimates provided by HomeCorr, from plans or contractor provided measurements, will need to be confirmed by the final installation contractor. This includes any field measurements completed by HomeCorr.
4. Layout preferences and color selections listed on the invoice will be considered the correct and final decision by the signee of this agreement. HomeCorr will not be held responsible for any changes not communicated to the final installation contractor.
5. Tile and flooring can be damaged in transit. Please inspect all materials and note any visible damage with photos. Please contact HomeCorr within 24 hours of receipt of the materials. Upon approval of your claim, we will issue a credit or replace the items. Please keep the damaged materials in the original packaging for the shipping company to inspect.
6. Cancellations are dependent on the policy of the distributor and/or manufacturer. If cancellation is possible with the manufacturer, and canceled prior to shipment, you will incur a document fee of up to 5% of the original invoice. Once an order has been shipped, you will be responsible for all return shipping charges and reorder shipping charges. Furthermore, a restocking fee will be charged up to 30%.
7. Tile and ownership to materials, equipment and accessories described on the face of this contract, whether affixed to owner's realty or not, shall remain the property of HomeCorr, LLC until the price of the work, including extras, according to the terms of this contract, has been paid in full. If said price is not paid in accordance with the contract, HomeCorr, LLC may, without notice, enter the premises of owner and repossess said materials, equipment and accessories and HomeCorr, LLC will apply the reasonable value of said equipment and materials against the unpaid balance due under this contract; any said entry shall not constitute a trespass or breach of contract by the HomeCorr, LLC.
8. HomeCorr, LLC also reserves the right at any time to stop work until such time as past due payments according to the payment schedule of this contract are brought up to date; such work stoppage shall not constitute grounds for any breach of contract action being brought against HomeCorr, LLC. Before resuming work because of lack of payment, the full amounts of the contract shall be due and payable. If collection is required, owner shall be responsible for and shall pay court costs, legal interest and reasonable attorneys' fees.
9. In the event owner shall in any respect fail to perform the terms or prevent the performance of this contract, he (they) shall thereupon be liable to HomeCorr, LLC in the amount of any out-of-pocket expenses or restocking charges theretofore paid or incurred by HomeCorr, LLC in reliance upon this

agreement and shall retain the amount theretofore paid on this agreement as liquidated damages for the owner's breach. The remedies provided in this section shall be in addition to, and not in limitation of, any of the other remedies which HomeCorr, LLC may have at law or in equity.

10. HomeCorr, LLC is hereby authorized by the owner, to accept any orders, extras or changes given by the owner(s), members of this family, architects, or other agents of the owner, and said owner shall be responsible for such items. Named Individual Optional _____
11. The warranty is subject to: (a) The limitations of any manufacturer's guarantee (b) HomeCorr, LLC at their option, may repair or replace affected areas only; (c) No warranty at all against expansion and contraction caused by moisture content changes or any other reason of which HomeCorr, LLC has no control; (d) The work and materials being free of damage from abuse, negligence and/or accident; (e) Warranty, repair, or replacement work provides no compensation at all for loss of use, loss of time, inconvenience, etc; (f) Movement of items placed on product will be owner's responsibility; (g) All other conditions of this agreement.
12. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED ABOVE, THERE ARE NO WARRANTIES OF MERCHANTABILITY AND THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND HOMECORR, LLC.
13. HomeCorr, LLC accepts no liability for VOC content in flooring products. MSDS Sheets, California Carb 2 compliance labeling, etc, will be made available to clients upon request.
14. Tile and flooring materials may vary in color and texture from sample, dye lots, and register numbers. A sample carton may be purchased. HomeCorr, LLC guarantees industry standards and tolerances only. Descriptions of V1-V4 variations are available upon request.
15. Tile and flooring care and maintenance documents will be made available to clients upon request. HomeCorr, LLC will not be responsible for damage to flooring caused by improper care and maintenance.
16. Seams will be placed at either HomeCorr, LLC or independent flooring installer's discretion, unless otherwise specified in this contract. Certain materials seam and match better than others. HomeCorr, LLC guarantees industry standards and tolerances only.
17. All household items moved by independent flooring contractors will be with Owner or Lessee permission and Owner or Lessee relieves HomeCorr, LLC of any liability whatsoever.
18. HomeCorr, LLC shall not be held liable for delay for failure to perform hereunder when such delay or failure is due to conditions beyond its control. HomeCorr, LLC shall no be responsible for delays caused by strikes, weather conditions, inability to get material, labor, or other causes or conditions.
19. Any alterations or deviation from the specifications herein agreed upon involving extra cost of labor and/or material will be executed only upon written order for same, and will become an extra charge over the sum provided on the proposal or invoice.
20. Contracts made with workmen and independent flooring installers will not be recognized by HomeCorr, LLC
21. Any attorneys' fees, court costs or other expenses incurred in collecting amounts due hereunder will be paid by Owner, or Lessee.

I have read and agree to these terms. I have asked for clarification on any unclear terms.

SIGNATURE OF OWNER: _____

DATE: _____