

## Sales Terms and Conditions

*In order to ensure that our customers are treated fairly and consistently, we have developed the following Terms and Conditions of Sale ("Terms") to govern the sales of our products. Placing of an order with InduraFloor, Inc. (InduraFloor or Seller) is deemed to be acceptance of these Terms and Conditions by the party purchasing the goods (Customer, Buyer or Purchaser).*

*Please review these Terms and Conditions carefully and contact us if you have any questions. A clear understanding of the Terms and Conditions benefits both parties and is an important part of our relationship.*

1. **TERMS AND ACKNOWLEDGEMENT.** Throughout this document references to InduraFloor or Seller are reference to "InduraFloor, Inc.". Purchaser's order and any agreements between Purchaser and InduraFloor, Seller's agreement to provide to Buyer the Products, and Buyer's purchase of the Products, are expressly limited to the terms of this Agreement. Any Customer Purchase Order given pursuant to a quotation shall not constitute a contract until same has been received at InduraFloor and has been accepted in writing. InduraFloor reserves the right to modify any quotation until such acceptance. Any additional or different terms in Purchaser's forms or other documents are hereby deemed to be material alterations and notice of objection to and rejection of said terms is hereby given. Unless InduraFloor and Purchaser have agreed otherwise in writing, these Terms are deemed to be the entire Agreement between InduraFloor and Purchaser concerning the sale and the purchase of the products (the "Products") and as such these Terms, described on the face of this document, supersede all prior communications and agreements including, without limitation, any Terms and Conditions contained in Purchaser's forms.

2. **MODIFICATIONS TO TERMS.** InduraFloor reserves the right to correct all typographical and clerical errors in any of Seller's documentation, including, but not limited to quotation, proposal, acknowledgement, and invoice. Seller reserves the right to revise or otherwise modify these Terms and Conditions from time to time. If revised, the revised Terms and Conditions will be posted on InduraFloor's website, [www.InduraFloor.com](http://www.InduraFloor.com), and will thereafter be immediately effective for documents such as, but not limited to, orders, purchase orders, agreements, estimates, shipments as well as invoices accepted after the date of revision.

3. **GENERAL WARRANTY AND LIMITATIONS.** (a) Products manufactured by InduraFloor or sold by InduraFloor under InduraFloor's private label are warranted to be of merchantable quality and to conform to specifications and tolerances in compliance with and as provided in the applicable industry standards, in InduraFloor's published standards for said Products, if any, or otherwise, as incorporated in this agreement, if stored according to instructions, used within the shelf life as stated on its Technical Data Sheet and applied in accordance with Seller's instructions. If any Product manufactured by InduraFloor is found not to meet the foregoing applicable standards within the warranty period, the sole obligation of InduraFloor under this warranty is to, at InduraFloor's election, either make a replacement product conforming to this warranty or provide a refund that shall in no event exceed the total price of the product as shown on the receipt at time of purchase. Only unopened products will be accepted for returns. Any product that has been opened will be disqualified for return, regardless of whether the product is unused. Notice of an alleged defective product must be received by an authorized InduraFloor representative and InduraFloor must have the opportunity to inspect alleged defective product. InduraFloor automatically logs all InduraFloor products by batch number and will identify warranties as such. InduraFloor Warranties, when applicable, only apply to the original, individual product owner and are nontransferable. SELLER'S SOLE RESPONSIBILITY AND PURCHASER'S SOLE AND EXCLUSIVE REMEDY IS AS STATED. THERE ARE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, STATUTORY OR OTHERWISE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTEND BEYOND THE FOREGOING WARRANTY. THE LIABILITY OF INDURAFLOOR UNDER THE FOREGOING WARRANTY AND OTHERWISE UNDER THIS AGREEMENT SHALL BE LIMITED AS PROVIDED IN THIS AGREEMENT AND SHALL IN NO EVENT EXCEED THE TOTAL PRICE OF THE PRODUCT. IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL INDURAFLOOR BE LIABLE TO THE PURCHASER IN ANY MANNER OR TO ANY EXTENT FOR SPECIAL, CONSEQUENTIAL, ECONOMIC, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OR WHETHER BASED ON CONTRACT, TORT, STRICT OR PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY. THE PARTIES WAIVE ALL RIGHTS, IF ANY, ARISING UNDER THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. ANY LEGAL ACTION AGAINST SELLER FOR BREACH OF THIS AGREEMENT, INCLUDING THE WARRANTY GRANTED ABOVE, MUST BE INSTITUTED WITHIN TWO YEARS AFTER DELIVERY. (b) The foregoing warranty does not apply to products that are not manufactured by InduraFloor. For all such products, InduraFloor makes no representations or warranties whatsoever, statutory or otherwise, express or implied, including any warranty of merchantability or fitness for any particular purpose. Products not manufactured by Seller or sold by Seller under Seller's private label are not warranted by Seller and are sold by Seller "AS IS, WITH ALL FAULTS". To the extent that the manufacturer of the product provides a warranty, and such warranty is transferable with the manufacturer's consent, Seller will transfer such manufacturer's warranty to Purchaser without incurring any liability thereunder.

4. **EXCLUSION OF WARRANTIES.** No back charges from field modifications initiated by Customer are accepted without prior approval of said modification from InduraFloor. Unapproved product or process modifications shall not be deemed a defect in product fabrication. NO WARRANTY IS MADE BY INDURAFLOOR WITH RESPECT TO a. notice which is not provided to InduraFloor within the applicable warranty period, b. failure of the product(s) or damage to the structure to which it is applied due to improper storage, improper transport, misapplication, incorrect application, lack of proper maintenance, abuse, improper installation, failure to follow technical literature or instructions, abnormal conditions of temperature and/or moisture and/or dirt, abnormal chemical conditions, improper disposal or other conditions beyond those specified in InduraFloor's or general applicable technical literature, c. failure due to improper design or application by engineer, architect, contractor or other assigned third party. InduraFloor shall not be liable for expenses the Purchaser incurred in an attempt to correct any allegedly defective product without first obtaining written permission from InduraFloor authorizing the correction(s). The Company's obligation under Clause 3. to replace or refund goods is subject to the customer having complied with all instructions provided by the Company concerning the matter in which such goods should be used.

InduraFloor reserves the right to change the formulae of products if results of research require this. Every reasonable precaution is taken in the manufacture of Company Products and the compilation of information about them, but results cannot be guaranteed. The information and instructions provided are accessible to the Customer and it is Customer's responsibility to ensure they have the latest applicable Environmental Data Sheets, Safety Data Sheets, Product Data Sheets, Regulatory Data Sheets and Technical Data Sheets on their products. These documents elaborate on the key information contained on the face of the product packaging. Normal, diligent, precautions as one does with regards to chemical products must be taken in handling InduraFloor's Products. On no account should Company products be taken internally or used otherwise than for the purpose intended and described by the Company. InduraFloor accepts no liability in the event of Customer's (or any Third Party's) misuse, neglect, improper installation, testing, or unauthorized attempts to repair, or in the event of any other hazards outside Seller's control. Should mishaps occur, contact the nearest hospital or the 24-hour Chemtrec response line as listed on the Product label.

5. RETURNS. Products purchased from InduraFloor may not be returned for credit or refund without the written approval of InduraFloor. Freight on product(s) returned due to an error by Purchaser shall be paid by Purchaser. Freight on product(s) returned due to an error by InduraFloor shall be paid by InduraFloor. All returns must be accompanied by a written return authorization with freight prepaid by Purchaser. Unauthorized returns will be rejected. Returns may be subject to a restocking fee.

6. PACKAGING. All Products will be packed and shipped according to standard commercial practices. If Purchaser has special shipping or handling requirements, advance notice is required of such requirements, and Purchaser shall be responsible for any additional cost incurred. We are entitled to partial performances and partial deliveries at all times unless a partial delivery or partial performance is of no interest to the customer or has been contractually excluded. Shipping estimates do not include handling times. Changes to the order made after start of production may affect the timing of shipment. The Company will not be liable for shortage, loss or damage to goods or materials in transit. All transit related shortages, losses and damages must be reported to the carriers and the Company in writing within 24 hours of receipt of goods. No claims for any deficiencies will be considered unless these conditions are adhered to. The Customer must inspect goods immediately upon delivery and must, within 48 hours of delivery, conduct inspection and give written notice to the Company, with particulars, of any claim that the goods are not in accordance with the contract. If the Customer fails to give that notice, then to the extent permitted by law the goods will be treated as having been accepted by the Customer.

7. QUANTITY TOLERANCES. Unless exact-loading was specified by Purchaser at the time of ordering, or unless if such is the universal custom applicable to the described Product, Purchaser acknowledges InduraFloor's right to increase or decrease the quantity called for ('over-runs' or 'under-runs') under the order by not more than ten percent (10%), if necessary to avoid waste, to avoid breaking customary shipping units, to meet minimum tariff requirements or size of equipment furnished, or to comply with governmental regulations.

8. TIME AND PLACE OF SHIPMENT. Unless the indicated shipping date is expressly guaranteed, advance information as to date of shipment is an approximation only, based upon Seller's best judgment at the time. Stated shipment and delivery times for the product are, therefore, estimates and not binding unless expressly agreed as binding and no liability can be accepted to the Purchaser or Purchaser's customers for any direct, indirect or consequential loss (all of three terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill, injury, damages, and similar loss) for any kind of failure to deliver the product on the date specified. Such delay will not entitle the Customer to terminate or rescind the contract or cancel part of any order or refuse to accept delivery at any time unless such delay exceeds one-hundred and eighty (180) days.

9. TITLE AND RISK. Unless otherwise specified in the order confirmation, title of the Products shall pass to the Purchaser upon delivery at the destination. In the case of a Product coming from the U.S., delivered to a non-U.S. destination, InduraFloor will deliver the Products DDP (Delivered Duty Paid). In the case of Products being shipped from the InduraFloor California facility, InduraFloor will deliver the Products DAP (Delivered at Place). Irrespective of any provisions concerning freight or price, risk shall pass to Purchaser upon delivery of goods to any carrier, except a motor vehicle operated by Seller, at Seller's plant or other shipping point. Seller reserves the right to route all shipments and may assist Purchaser in processing claims against carriers, without incurring liability.

10. TRANSPORTATION COSTS AND SHORTAGES. When prices include any costs of transportation from point of shipment, any increase in such costs becoming effective after the applicable price is quoted or established by Seller, and any costs for services provided by the carrier at no charge other than the applicable freight rate or tariff, shall be for Purchaser's account. Any extra costs of utilizing substitute methods of delivery, when the intended type of carrier, vehicle or loading or unloading facilities become unavailable, also shall be for Purchaser's account.

11. PAYMENT TERMS. Terms of payment shall be set forth on the InduraFloor Invoice. Unless different payment terms are agreed and stated on the invoice, invoices are due prior to shipment. Customers may request payment terms by filling out the Credit Request and Credit References portion of InduraFloor's Customer Form and are eligible to receive payment terms when deemed to have sufficient credit after InduraFloor verifies the Customer's credit and financial responsibility with Customer's Banking and Trade References. Terms will pay invoices within a predetermined number of days following the date of invoice, irrespective of the actual shipment of the goods or services covered by such invoice. Invoices shall be paid in the currency specified in the invoice.

12. LATE PAYMENT CHARGE. If any payment is not made when due, a late payment charge of 2 percent per week will be assessed from the due date until payment is received. In no event will this charge exceed the maximum rate allowed by law. Purchaser also agrees to pay reasonable attorneys' fees and other costs incurred at collection. Past due accounts may be subject to credit hold pending receipt of all delinquent payments to InduraFloor. Seller reserves a security interest in, and Purchaser hereby grants Seller a security interest in the products sold pursuant to this Agreement and the proceeds thereof, with the right to take possession and dispose of the products and such proceeds if any such amount is not paid when due. Title to all products sold pursuant to this Agreement shall remain in the name of InduraFloor until full payment has been made, to the extent applicable. With each Purchase Order or acceptance of Sales Order, Estimate or Quote, Purchaser represents to Seller that Purchaser is solvent. In the event of Purchaser's default, Seller shall have the rights of a secured party, including, without limitation, rights under the Uniform Commercial Code.

13. GOODS AND SERVICES TAX. To the extent that any purchase made under or in connection with these Terms and Conditions is taxable, the sales tax exclusive consideration otherwise payable for that purchase is increased by an amount equal to that consideration multiplied by the rate at which sales tax is imposed and is payable at the same time. All parties agree to provide sales tax documentation, including tax exempt documentation, that may be necessary or desirable to enable or assist the other party to claim any sales tax credit, adjustments or refunds, report sales tax charges or comply with other sales tax related reporting matters. Seller will accept valid sales and compensating use tax-exemption certificates, or direct payment permits in lieu of charging state and/or local taxes. Any privilege, license or gross receipts tax for the account of Seller will not be charged to Purchaser.

14. FORCE MAJEURE. The expression Force Majeure includes any act of God, or any act of governmental agencies, war, mobilization, strike, lockout or other labor disturbance, drought, flood, total or partial fire, obstruction of navigation, sabotage, loss, damage or detention, reduction, suspension or shutdown of operations, or any other contingency or cause beyond the control of InduraFloor that prevents the manufacture and/or shipment and/or transport of goods. InduraFloor may suspend performance of any order due to Force Majeure and is in that case not responsible to the other party for any damage resulting from such suspension. If InduraFloor suffers delay in performance due to any cause beyond its control, InduraFloor may offer to extend the time of performance for a period of time equal to the period of the delay and its consequences. InduraFloor shall have no liability to Customer for loss or damage arising out of a delay in performance due to any cause beyond the control of InduraFloor. InduraFloor will give to Customer notice in writing within a reasonable time after InduraFloor becomes aware of any such delay.

15. Purchaser hereby releases and agrees to indemnify, defend and hold harmless InduraFloor and its affiliates, subsidiaries and Holdings, its Directors, Officers, agents, Third Party Suppliers, employees, and successors and assigns against and hold them harmless from and against, any and all claims, demands, actions, causes of action, suits, liabilities, losses, damages, judgements, settlements, and compromises for bodily injury, death, property damage or economic loss, as well as any and all costs and expenses relating thereto, including attorney fees, relating to, resulting from or arising acts or omissions of Buyer relating to or arising out of the use, operation, ownership or condition of any of the products purchased by the Purchaser.

16. GOVERNING LAW. This agreement, including its validity, interpretation, performance, operation and enforcement, shall be governed and enforced in accordance with the laws of the State of California and the Uniform Commercial Code, including its statute of limitations, without reference to its choice of law rules or any principle calling for application of the law of any other jurisdiction, as enacted therein.