

Terms and Conditions

1. Seller clerical errors or omissions are subject to correction without invalidating the obligations of Buyer owed to seller. Notwithstanding any other provisions in these Terms and Conditions of Sale, Buyer agrees to pay the full value for any goods furnished pursuant to any oral order made by Buyer.
2. Upon receipt of the goods, Buyer shall immediately inspect same and shall promptly notify Seller of any variances between the goods as ordered and acknowledged by Seller and as actually delivered, in which even the Seller shall replace non-conforming goods at the original point of delivery and shall furnish instructions for the disposition of such non-conforming goods. The Buyer's exclusive and sole remedy on account or in respect of the furnishing of non-conformity goods shall be to secure replacement as aforesaid. Seller shall have no other liability in any event for the cost of any labor expended on any non-conformity material or for any special, direct, indirect or consequential damages to anyone by reason of the fact that such goods may be non-conforming. Unless otherwise specified, and agreed upon, all goods shall be furnished subject to the Seller's standard practices, tolerances and variations. Goods shall be deemed non-conforming in regard to quantity when the variance exceeds Seller's standard practices for the shipping of overages and shortages of weight, length, and/or size as may be applicable to the goods to be furnished on account of Buyer's order.
3. Seller warrants that it will convey a good and marketable title to the goods. All rights of the Buyer are preserved under warranty made by manufacturer of the goods, sold pursuant to these terms and conditions, but Seller disclaims any express or implied warranty regarding infringements, MERCHANTABILITY or fitness for any particular purpose; all goods to be sold AS IS except for Seller's warranty of titles as aforesaid. Defective merchandise will be adjusted pursuant to directions given to Seller by the manufacturer, if the goods are warranted by the manufacturer; compliance with said instructions being dissatisfaction of any and all obligations which seller might towards have Buyer under manufacturer's warranty
4. All claims by buyers shall be deemed void unless made in writing to seller's office within thirty (30) calendar days from date of actual or constructive delivery and conforming with the content of paragraph 5
5. Acceptance of goods for return shall be presented by Buyer and made within thirty (30) calendar days of date of delivery or receipt by Buyer and shall be at Seller's sole direction unless such goods are non-conforming with regard to Buyer's written order as acknowledged by Seller. "Custom" or special orders (non-stock) are not eligible for return. Buyer's request for return authorization must provide the invoice number and date of purchase. All material returned for credit must be new, of current design, wrapped, clearly marked in good and original manufactured condition and suitable for immediate resale. A re-stocking fee up to 60% of the purchase price may be imposed by the Seller. Credit will be issued in an amount equal to the proceeds of the resale of the goods less re-stocking fees and charges in accordance with the policy of the General Floor suppliers of the product. Return transportation charges when applicable are to be paid by Buyer.
6. Prices quoted are subject to change by Seller without notice. Seller agrees to furnish buyer an up-to-date price list upon request. Mill or factory direct shipments are quoted F.O.B mill or factory unless otherwise specified. Any tax, assessment or charge upon Seller's production, sale or shipment of goods imposed by Federal, State, Municipal or other governmental authority and any increased costs resulting from any Governmental laws or regulations affecting the subject matter of any sale raw materials or labor involved therein and other cost of seller, shall be added to the contract price and paid by buyer. Unless otherwise agreed in writing and signed by Seller, all transportations, handling, storage, demurrage, or any other transportation of service charge shall be paid by buyer. Merchandise will be billed "tax exempt" only after a properly executed sales tax exemption certificate is on file in the Seller's office. Verbal notification of exempt status is ineffective
7. This agreement and any credit application form of Seller completed by Buyer contains the total agreement between the parties, and all agreements entered into prior to or contemporaneously with the execution of this agreement are excluded whether oral or in writing. Failure of the Seller to insist in any one or more instances upon strict performance of any one of the provisions of this contract or to take advantage any of its rights hereunder, shall not be construed as waiver of any such provisions or the relinquishment of any such right, but the same shall continue and remain in full force and effect. No change in, addition to, modifications or amendment of any provision of this Contract, shall hereafter be made. Seller's offer to sell may be accepted only by complete and absolute acceptance of all terms and conditions set forth herein, which terms and conditions shall be deemed incorporated in each offer of Buyer to purchase and each offer of Seller to sell.
8. The order of the Buyer is to be deemed, placed and accepted only at the office of the Seller, and should be construed as its validity, interpretation and performance in accordance with the laws of the State of New Jersey.
9. Seller reserves the right to change and limit the terms of credit for any reason whatsoever. Seller further reserves the right to cancel any purchase order or other contract in whole or part, without prejudice to any other lawful remedy in case, upon information subsequently received such that Buyer's credit shall be found in adequate to support proposed extension of credit.
10. Seller shall not be liable for any delay or failure in performance if such delay or failure shall be due to one or more of the following causes: fire, explosion, accident, breakdown, strike, lock-out, combination of workmen, flood, embargo, or riot, act of God or the public enemy action of any governmental authority, governmental regulations or restrictions delay or failure of carriers or contractors, shortage of materials or scarcities of labor, or any other contingency, delay, failure or cause beyond Seller's reasonable control whether or not of the kind hereinbefore specify, provided, however, that the existence of any such cause or any causes of delay shall, of the option of the Seller, extend the time of performance by the time or times measured by such cause or causes of delay. Should Seller be unable to deliver the goods sold hereunder in one delivery, then Seller may make delivery in lots; provided, however, that each such lot shall be constituted of one or more complete commercial units of the said goods.
11. Upon delivery to common carrier and receipt of a Bill of Lading of shipment by Seller's vehicle to buyer's place of business, whichever Seller at his option may chose. Buyer agreed to assume all risk of loss for any good furnished pursuant to Buyer's order and to pay for said goods according to the credit terms allowed buyer by Seller. If such good(s) are to be specially manufactured for the Buyer, Buyer's obligation for payment of these goods(s) shall accrue upon acceptance by Seller of Buyer's order. Ownership of any good(s) furnished Buyer shall remain with the Seller until actually received by the Buyer at his unusual placed of business.
12. Seller shall retain a lien on the goods sold to buyer for the unpaid purchase price of any part thereof until payment in full of such purchase price is made as provided herein. On wrongful refusals of Buyer to accept delivery of goods. Seller at its election may retake or resell goods and recover from buyer all damages suffered, including repossession, transportation, selling and advertising costs. Buyer expressly agrees to

reimburse Seller for all reasonable attorney's fees and costs for any damages sustained by Seller resulting from buyer's breach of the terms and conditions contained herein, including but not limited to, collection efforts of Seller on any outstanding or overdue accounts.

13. This contract and all its provisions shall inure to and be binding upon the parties hereto and their respective heirs, personal representatives, successor and assigns. Buyer may not assign his rights as a purchaser without the express consent of Seller. Should any of the terms or conditions hereof be held void or unenforceable, such partial invalidity shall not invalidate any of the remaining terms or conditions. Buyer shall be bound by the terms hereof by virtue of his ordering goods, accepting an offer to sell by Seller or by failing specifically to reject in writing the terms and conditions hereof after Buyer has received a copy of said Terms and Conditions of Sale and before Seller makes shipment of any goods pursuant to these Terms and Condition of Sale. If Buyer is not a corporation but the business of Buyer subsequently becomes incorporated, then buyer agrees to jointly and severally liable to Seller for any debt incurred by or transferred to such corporation. Any person signing any purchase order, sales order, or other memorandum of a sales transition on behalf of any such corporation warrant his authority and agrees to be jointly and severally liable to Seller for any debt thereof incurred by Buyer. Buyer agrees to pay a late charge at the rate of 18% annum on all past due and unpaid balances owed to seller after thirty (30) days of invoice date.

THE POLICIES ABOVE ARE SUBJECT TO CHANGE WITHOUT NOTICE.