

DOING BUSINESS WITH CITY FLOOR SUPPLY, INC. --- CFS TERMS AND CONDITIONS OF SALE POLICY

CREDIT OVERVIEW City Floor Supply, Inc. (CFS) maintains a firm but fair credit policy. By keeping bad debt to a minimum, we do not penalize our Buyer/customer with higher prices caused by the cost of maintaining and pursuing delinquent accounts. CFS welcomes the opportunity to serve your needs.

Buyers can transact business with CFS immediately by using cash or credit card **Cash or credit card purchases are recommended because of the immediate benefits of convenience, speed, and efficiency.** We accept Visa, Master Card, and American Express. Credit card users need to complete our Client Profile Form that provides basic information. Information such as a valid driver's license and a second form of identification may be requested. Buyers requesting an open account must complete, and agree to, the Credit Application and Agreement & Communications Consent Form in its entirety and return the signed disclosure statement portion to our Credit Department. Written notice of account status and related account information will be provided once a credit decision is made. CFS reserves the right to revoke open account privileges at any time and demand immediate and full account balance payment. A one-time processing fee to cover open account set-up, credit & information verification will be charged upon open account request. Buyer agrees to provide CFS a current listing of all personnel, job leaders and others authorized to place or receive orders. Order acceptance by an authorized representative is required immediately upon pick-up or delivery. A signature on the CFS pick ticket or order receipt is sufficient for order acceptance and indicates that the correct count, amount and product type has been received. Client assumes all responsibility for authorized representative actions in this regard and in maintaining a current list, remaining legally bound by any omissions or updates to this list. Client holds CFS harmless from any action arising from such transaction and CFS assumes no direct liability whatsoever.

All invoices show payment terms and conditions of sale and are payable within approved terms from date of invoice, not statement. Customer statements are generally sent out on a monthly basis. Unless otherwise indicated by a current sales, use or excise tax-exempt certificate, all prices include taxes. CFS will collect sales tax for material shipped into states (refer to credit application) where it is licensed to do so. It is the customer's responsibility to furnish evidence of any sales tax exemption in the appropriate states and have compliance documents where applicable on file at CFS. All account balances are to be paid by company check, cash or money order. Any aged invoice balance paid by credit card is subject to a service charge equal to the credit card issuer's, and processors, transaction fees charged to CFS. A service charge of \$40 will be assessed on each dishonored check.

Past due accounts (with amounts unpaid thirty (30) days past invoice date) will be subject to finance charges of 1.5% charged compounded monthly or up to the highest amount allowable under state law on all past due amounts. In addition Customer shall pay all costs of collection including arbitration, lien fees, suit expenses and attorney's fee of 35% of the total indebtedness amount. Those accounts that do not comply with payment terms may be changed from open status to C.O.D. status. CFS reserves the right to hold orders placed by any account showing past due balances, and to require advance payment for any special orders or unusual circumstances.

IMPORTANT NOTICE TO BUYER/CUSTOMER: You, the Buyer/customer, understand and acknowledge that CFS does not manufacture or design the materials it sells. As such, CFS assumes no liability for materials sold, and makes no representations or warranties, express or implied, with respect to the materials, or for the accuracy of any information provided by the manufacturer. **All implied warranties of merchantability or fitness for a particular purpose are hereby disclaimed and excluded from the terms of sale.** Buyer's sole and exclusive remedy shall be the repair or replacement of defective goods by the manufacturer in accordance with the manufacturer's customary warranty, or the credit of the purchase price to the Buyer's account, up to the maximum amount of the original purchase price. Alteration of the original part, failure to follow instructions from the manufacturer, or failure to follow generally good accepted installation or fabricating practices will void any manufacturer's warranty and no credit will be issued. Material may be returned to CFS only within the guidelines stated under the Return Goods Policy. Notwithstanding the foregoing, the Buyer shall be solely liable for all labor, shipping, handling or other costs incurred in connection with

returned or replacement materials. Buyer waives all claims against CFS relating to defective materials. CFS operates a fleet of delivery vehicles that provides route specific, scheduled deliveries weekly. In addition, we provide small package (i.e. UPS) service. We offer these services to provide our customers with timely, dependable and economical delivery of goods. CFS reserves the right to select the most efficient shipping means possible. Machine repair orders assume an economic benefit to repair and shall be completed without notification.

RETURN GOODS POLICY:Material may be returned (within 30 calendar days of receipt of the shipment) to CFS only with prior written approval. If a shipment has been damaged, is incomplete or inaccurate at time of delivery, please contact our Customer Service Department within 5 calendar days of receipt of the shipment. Please keep all damaged material and related packaging until you are advised of further action to be taken. A restocking fee of 20% will be assessed on all returns (with exception to CFS' errors and manufacturer defects). Returns of inventoried items must be received in their original, saleable condition. Please be prepared to provide our Customer Service Department with the order or invoice number and the reason for the return. Buyer is responsible for all loss, handling, transportation and other related costs. Buyer is also responsible for wrongfully rejected product. Items altered or ordered to customer specifications (special order) may not be returned, except for reason of manufacturer defect. Lead-time and non-stock items may not be returned or cancelled.

NATURAL PRODUCTS/ SAMPLES/EFFECTS OF INSTALLATION:Any product consisting of or containing any natural material sold by Seller is subject to variations inherent in a natural product. Such product will expand and contract seasonally and with all changes in temperature and moisture. Real wood possesses unique characteristics and gradations of color, graining and other features that are hallmarks of nature's own materials. No such gradations, variations or characteristics shall constitute a defect under the limited warranty, or otherwise. All specimens submitted by Seller as samples are intended only as an identification of general and surface characteristics, and the general layout, color and finish. The cross-section and backing material of such samples do not indicate the product to be sold by Seller, but are for display purposes only. Any claims for justifiable defects discovered prior to installation are forever waived as soon as the product actually installed. DO NOT INSTALL SUCH DEFECTIVE PRODUCTS.

PRICE LISTS/QUOTATIONS:All prices/price lists are subject to change without notice. CFS assumes no liability as to the timeliness or accuracy of price changes. Quotations, unless otherwise stated in writing, are good for 7 days. Quotations are made for specific quantities at a specific time. Alteration of time or quantity may change the price.

INDEMNIFICATION: In no event, regardless of cause and regardless whether any other remedy provided herein fails, shall CFS be liable for any indirect, special, incidental or consequential damages, including without limitation, damage to other property of buyer or buyer's customer, cost of capital or labor, cost of substitute material, loss of profits or opportunity, or claims by third parties for such damages. The maximum liability of CFS shall be limited to the purchase price.

VENUE: All amounts due for purchases from Seller, CFS, are payable at PO Box 60448 King of Prussia, PA 19406-0448. The law of the State of Pennsylvania shall govern this sales transaction between the parties. No suit or action shall be commenced more than one year from the date of delivery of the subject product. Buyer and all related parties irrevocably submit to the personal jurisdiction of the Court of Montgomery County, Pennsylvania and the service of process by certified mail, return receipt requested and regular mail to the above address or the last address identified by the Seller, effective two days after mailing.

GENERAL SHIPPING INFORMATION: CFS assumes no liability for the time of delivery, nor do we deliver material to any place other than that address specified on the order and deemed safe and acceptable to CFS. Reasonable access to the property in an enclosed, safe and secure environment must be provided. Deliveries are limited to 1st floor locations only. CFS reserves the right to decline a delivery should conditions exist otherwise. The purchaser must provide unloading assistance. Additional charges may apply depending upon specific delivery situations. Flexibility on estimated delivery time must be allowed, as CFS cannot guaranty a fixed delivery time. When goods are

delivered to a third-party or location where CFS Customer is not present to receive and/or inspect such goods, Customer exclusively assumes all responsibility for any shortage, damage or other loss, and Customer shall promptly and fully pay for those goods as invoiced. Direct shipments are subject to the terms and conditions of the manufacturer. Next-day air, second-day air and other special shipping arrangements (beyond standard delivery) will be charged to the customer, regardless of order or account size. Hazardous material, boxing, crating and other extraordinary expenses will be charged to the customer. There is no charge for delivery service on minimum sized orders of \$250.00 if incorporated into CFS' normal delivery schedule. A \$50.00 charge on all wood deliveries, per delivery point, will be charged. There is no cost for the pick up and re-delivery of equipment for repair when incorporated into CFS' normal delivery schedule. Orders placed by the customer totaling less than \$250.00 net in merchandise, regardless of account size, will be held for pick-up or shipments can be arranged by CFS through UPS service. Complete delivery address and instructions must be provided and all shipments need to comply with all hazardous material shipping requirements. A delivery charge may be assessed where delivery was attempted but not completed. Shipping charges are subject to sales tax and any amounts shall be added to the invoice for payment and are subject to change without notice.

DAMAGED GOODS & ORDER DISCREPANCY POLICY: If a shipment has been damaged, is incomplete or inaccurate at time of delivery, please contact our Customer Service Department within 5 calendar days of receipt of the shipment. Please keep all damaged material and related packaging until you are advised of further action to be taken.

These policies contain the terms and conditions of the sale of our products. By placing an order with us, you agree that these policies contain the final, complete and exclusive statement of the terms of agreement regarding the purchase of products from or through City Floor Supply, Inc., notwithstanding any terms or conditions contained in any prior or subsequent purchase order you use to place an order with CFS. Changes to this agreement are effective only in writing and signed or initialed by both Buyer and Seller. Upon notice to buyer, seller respecting future transactions may change these terms of sale. Clerical and mathematical errors are subject to correction. 12/15