

GENERAL TERMS AND CONDITIONS OF SALE

Applicability; Acceptance; Compliance

These General Terms and Conditions (“Terms”) apply to all quotations, proposals, orders, and product sales between Commercial Flooring Distributors (CFD) and you, our customer (“Customer” or “You”). Any terms or conditions different from these Terms, including hand-written revisions, are neither effective nor enforceable, and are null and void. You must review manufacturer’s Material Safety Data Sheets (MSDS) prior to submitting orders, and Installation Instructions prior to installation of any materials purchased from or through CFD. You are also responsible for compliance with applicable laws and rules for storage, use, handling, installation, or disposal of products.

Delivery; Title

All direct and/or drop-ship deliveries arranged by CFD are FOB/Customer warehouse (or alternative requested delivery location), and title passes to Customer upon delivery. CFD Warehouse deliveries are **\$89 plus a 2% surcharge** of total invoice. All drop ship orders arranged by CFD should be quoted prior to order and will be charged the quoted price.

Duty to Inspect, Quality Assurance

Customer should possess necessary expertise in flooring industry and practice. Upon delivery, and prior to installation, Customer must conduct thorough product inspection, to determine proper quality, quantity, and that product ordered is product received, and must conduct thorough site inspection to determine satisfactory conditions (including proper site testing). Customer must promptly rectify unsuitable site conditions and notify CFD of any defective product or adverse site conditions (i.e., moisture and contaminants) (“Adverse Conditions”). Customer’s failure to notify CFD of product overage or product rejection based on defect within 72 hours of delivery constitutes a waiver of Customer’s claims. **Customer should not install any product that is or may be defective, or commence installation if product is unsuitable for any reason, or, if any Adverse Conditions exist.** Customer must *stop installation* if any of the foregoing conditions are discovered after installation has commenced. In all such circumstances, Customer must notify CFD in writing immediately, to arrange for CFD and manufacturer verification of same and prompt return of remaining product. Upon authorization of an authorized representative of CFD (“CFD Authorization”), Customer shall return defective product to CFD, at Customer’s expense. CFD may suspend further deliveries until Adverse Conditions are corrected. All returns require a “Return Materials Authorization” (RMA) number and are subject to CFD’s restock and freight charges.

Limited Liability of CFD

CFD’s obligations are limited to product storage prior to delivery and only when applicable. Product defects or other claims are subject to the applicable manufacturer’s warranty. CFD is not responsible for Customer’s failure to deliver or comply with installation instructions, or for improper control. CFD is not liable for loss or damage resulting from any such delays. CFD is not responsible for defective products, Adverse Conditions, for product delivery (including storage, handling, or installation), changes in product design, or, for the consequences of Customer’s use of products in any manner not recommended by manufacturer for use with product (including Customer’s use of adhesives or underlayment’s). CFD is not responsible for the finished work in which product is used. CFD’s liability prior to product delivery is limited to the return of any Customer’s deposit. After delivery, CFD’s liability is limited to the replacement of defective product. After delivery, Customer’s claim must be made pursuant to the applicable manufacturer’s warranty.

Pricing and Payment Terms

Prices are subject to change without notice. CFD’s payment terms are cash or Customer’s good check or credit card. No charge, expense or set-off, incident to any claim is permitted without CFD’s written authorization. Customers are not permitted to return product to CFD without CFD’s written Authorization, and then, only subject terms confirmed by CFD. If CFD initiates any legal action to collect any overdue payment (such legal action to include demand letters and other legal correspondences prior to filing suit), then Customer is responsible for all CFD’s collection costs and expenses (including court costs and reasonable attorney’s fees) arising from its effort to collect any unpaid balances shall accrue at the rate of 1.5% per month.

Governing Law

These Terms are construed and enforced in accordance with the laws of the State of Florida and not its laws of conflict. Any judicial action brought to enforce the rights of the parties hereto shall be brought in the Circuit Court of Florida, Volusia County, Deland, Florida, which Court shall have exclusive jurisdiction over the above matter.

Miscellaneous Provisions

These Terms supersede all prior or current written, oral, implied agreements between Customer and CFD and may not be changed without CFD’s written Authorization. CFD makes no representations, warranties, or covenants other than as set forth in these Terms. If any provisions herein are determined by a court of competent jurisdiction to be invalid, the remainder of these Terms shall remain in effect. The prevailing party in any dispute (as determined by the court) shall be entitled to recover reasonable attorney’s fees and court cost from the non-prevailing party. CFD’s failure to enforce its right herein shall not be deemed a waiver of its right to enforce the same or any other provision in the future. All notices pursuant to this Agreement must be in writing, and sent via facsimile, electronic mail, or nationally recognized overnight courier, and all such notices shall not be deemed received without evidence of receipt.