



## FLOORTEX USA TERMS AND CONDITIONS OF SALE

All orders from Floortex U.S. ("Floortex") are subject to these Terms and Conditions of Sale.

By ordering any products from Floortex, you expressly agree to be bound by these terms and conditions.

### 1. Pricing

All prices subject to change without notice. All orders are subject to prices in effect at the time of shipment.

### 2. Availability, Variation of Packs and/or Specification

To ensure prompt and efficient delivery, orders can only be supplied in the standard packs as shown in our price list and catalog, and we reserve the right to substitute and alter the packs or the specifications according to availability.

### 3. Delivery

Floortex shall have the right to deliver all of the goods at one time, or in portions from time to time, within the time of delivery period. Failure to deliver all the goods at one time, notwithstanding customer's specific request for delivery at one time, shall not relieve customer of the obligation to accept and pay for the goods.

Claims for non-delivered must be received in writing within 14 days of invoice date.

### 4. Customer Returns

All customer returns are subject to the following:

- 4.1. Products can only be returned to Floortex for credit if a customer has received written approval from Floortex to return the products.
- 4.2. Any attempt to return products without written authorization from Floortex will be refused.
- 4.3. Written return authorizations are valid for 30 days only. Any returns attempted after the applicable 30 day period will be refused.
- 4.4. Floortex charges a handling fee of 15% of the original net invoice price and it will be imposed on all returns (our errors and omissions excepted).
- 4.5. Products which are returned that are price marked or labelled by a customer will be subject to an additional 10% reworking charge.
- 4.6. Products which are damaged or considered unsellable by Floortex, in its sole discretion, may be rejected by Floortex and will not be credited.

### 5. Terms of Payment

All invoices for products are due NET 30 Days from the invoice date subject to satisfactory credit status.

In the event that invoices are paid (and received by Floortex) within 15 days of the invoice date, Floortex shall provide customer with a 1% discount on the total invoice price. However, the discount is only applicable to products invoiced and is not applicable to shipping and handling charges.

In the event of default in payment, Floortex shall be entitled, without prejudice to any other right or remedy, to suspend all further deliveries to a customer without notice and to charge interest on any outstanding amounts at the rate of 2% per annum of the amount owed.

All products ordered by a customer shall remain the property of Floortex and title shall not pass to a customer until all amounts owed to Floortex have been paid in full.

### 6. Minimum Order

All orders for products must exceed \$750.

### 7. Freight Policy

All Freight Paid Order must exceed \$1,500.

Orders between \$750 & \$1500 will incur a \$125 net Shipping and Handling Fee or UPS charges, whichever is less.

All shipments are FOB Murfreesboro, TN unless otherwise noted.

Quotations and orders other than Floortex's standard dealer discount are FOB shipping point, Prepaid and Add, and dealer is invoiced for carrier's transportation charges and any applicable handling charges.

Freight rate quotes from Floortex Customer Service Department are estimates computed from tariffs on file with the ICC and are subject to change without notice. Deviation from quote is not acceptable reason for either refused shipment, returned goods or non-payment of invoice.

Freight rates are those in effect on the date of shipment.

## 8. Discounts

Please contact sales representative for information about available discounts.

## 9. Manufacturer Warranty; Limitation of Liability

Floortex offers the original user a limited lifetime warranty against all manufacturing defects in material and workmanship on all PVC & PC Chair Mats. All other products carry a limited 12 month warranty. The warranty is not transferable to a subsequent user.

This warranty does not cover damage from accidents, misuse, abuse, or improper handling, as determined by Floortex in its sole discretion.

Floortex's liability under this warranty shall be the replacement of such products without charge or refund of the purchase price. However, in no case shall Floortex's liability under any other remedy prescribed by law exceed the purchase price.

**THIS WARRANTY IS EXCLUSIVE, AND SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. FLOORTEX SHALL NOT IN ANY EVENT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND RESULTING FROM ANY USE OR FAILURE OF THE PRODUCTS, EVEN IF FLOORTEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE INCLUDING, WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE, LOSS OF WORK IN PROGRESS, DOWN TIME, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS, LOSS OF PRODUCTS OR ANY LIABILITY TO A THIRD PARTY ON ACCOUNT OF SUCH LOSS, OR FOR ANY LABOR OR ANY OTHER EXPENSE, DAMAGE OR LOSS OCCASIONED BY SUCH PRODUCT INCLUDING PERSONAL INJURY OR PROPERTY DAMAGE UNLESS SUCH PERSONAL INJURY OR PROPERTY DAMAGE IS CAUSED BY FLOORTEX'S GROSS NEGLIGENCE.**

## 10. Disputed Accounts

To be considered, disputed accounts must be submitted to Floortex in writing within 30 days of invoice date. Lack of written notification of disputed payments may result in delayed orders and shipments.

## 11. Modification

We reserve the right to affect minor modifications to the specifications of our products and packaging, with or without prior notice, provided such modifications do not in our opinion effect the function or quality of the products.

## 12. Governing Law and Attorney Fees

All disputes as to the legality, interpretation, application, or performance of this order or any of its terms and conditions shall be governed by the laws of the State of Tennessee including its conflict of laws principles. Each party to this order agrees that any dispute arising between them which results in either party instituting court proceedings shall be litigated in Rutherford County, Tennessee. In the event of any litigation arising out of or related to the purchase of products from Floortex or if Floortex must initiate collection procedures, if Floortex prevails, you the customer shall pay all of Floortex's costs of collection or litigation, including any reasonable attorneys' fees.

Note: Advantagemat PVC and Ecotex Revolutionmat hard –floor mats supplied rolled or not stored in flat form should be given a minimum of 72 hours in a warm environment to retain their original –flat form. Ultimat Polycarbonate and Ecotex Evolutionmat carpet gripper mats supplied in rolls will revert immediately to their –flat state when restraining straps are removed due to the material's unique memory characteristics. Extreme care should be taken when releasing or cutting restraining straps.

## 13. Terms on future price changes

- 13.1 Price changes will be submitted a minimum of 30 days before implementation
- 13.2 Price concessions - If we are able to pass on price decreases in the future these would apply to new orders only.
- 13.3 Any prices changes are implemented from date of shipment and not date of order.



Floortex USA LLC

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