

GENERAL: All sales of FLOOR SUPPLY NETWORK ("FSN") are subject to the following terms and conditions. FSN objects to the inclusion of any different terms and/or additional terms proposed by Buyer in its order. Unless FSN accepts any such different terms and/or additional terms in writing, Buyer's acceptance of FSN's delivery of products shall conclusively constitute Buyer's acceptance of FSN's terms and conditions FSN only supplies wood flooring and accessories and does not fit or lay any type of floors. Any claims arising from badly laid or incorrectly supplied floors are the responsibility of the Buyer and its agents.

WOOD GRAIN AND COLOR: Buyer understands, acknowledges and agrees that actual shipment of hardwood flooring may not always conform exactly to a color illustration or to samples and further that, in the event any samples were provided by FSN to Buyer said samples were not and shall not be considered a representation of any kind by FSN that the final products selected by Buyer will conform exactly with said sample. Buyer acknowledges that any samples obtained by Buyer, whether from FSN or a third party, may not be truly representative of the appearance of the finished installation. Buyer understands and acknowledges that wood is a product of nature, is not perfect, and therefore variations in grain and color must be expected. FSN and the manufacturer of the product do not accept any responsibility or liability for any such variations in color or in grain and/or color.

DELIVERY DATE: Shipping dates set forth by FSN are approximate, based on conditions existing at the time the estimate is made and are contingent upon the Buyer promptly supplying all necessary information to FSN. Such estimate is not a guarantee as to shipment and FSN accepts no responsibility for any delays which may occur.

INVOICING AND PAYMENT: The terms of payments are specified on FSN's quotation. Buyer shall pay FSN the full amount on the invoice within thirty (30) days from the date of FSN's invoice. If payment is not made in accordance with the foregoing terms, FSN shall be entitled to (1) charge Buyer, effective from the date payment becomes due, interest at the rate of 1.5% per month on the unpaid balance and (2) withhold shipment of any goods due to Buyer until such payment is made in full. Additionally, Buyer shall pay all costs of FSN, including reasonable attorney's fees and court costs, incurred by it in collection of past due amounts from Buyer.

TAXES: FSN's prices do not include taxes, except in states that require taxes to be included. Buyer agrees to pay any and all taxes and assessments, or both, that may be levied against the products supplied by FSN and to protect FSN from any and all actions arising from Buyer's failure to pay taxes or assessments so levied or assessed. Buyer shall provide FSN with tax-exemption certificates when required to protect FSN

DELIVERY AND RISK OF LOSS: Delivery of the products hereunder shall be made F.O.B. point of shipment and Buyer agrees to pay all transportation charges incurred, including any loading costs. Title to any products sold and risk of loss of such products passes to Buyer upon delivery by FSN to Buyer at the location designated by Buyer for shipment. It shall be Buyer's sole responsibility to ensure that an adult over the age of eighteen (18) years of age is authorized to accept delivery shall be present at the location designated by Buyer at the time delivery is scheduled. In the event the delivery is made as scheduled, but no adult is present to receive delivery, Buyer understands and agrees that the product will be left at the delivery location and at that time title to said product and risk of loss shall pass to Buyer. Buyer shall procure and maintain for the benefit of FSN and Buyer as their interests may appear, adequate insurance on the products against damage by fire or other risk or casualties. Buyer shall be responsible for filing any claims against such insurers or carriers.

TERMINATION, CANCELLATION AND CHANGES: Orders cannot be terminated, cancelled or modified, or shipment deferred after acceptance of Buyer's order by FSN except with FSN's written consent and subject to conditions then agreed upon which shall indemnify FSN against liability and expenses incurred and commitments made by FSN.

RETURNS: Buyer may return any products purchased which are standard merchandise provided that Buyer has first obtained the written consent of FSN and provided further that such returns shall be subject to the following conditions:

(1) a request for return must include the original invoice, (2) return transportation charges must be prepaid or FSN will deduct such charges from any credit of the returned products, (3) all returned products must be in first class salable conditions when received by FSN, (4) a fifteen percent (15%) restocking fee will be charged for stock items which will be deducted from any credit and twenty five percent (25%) plus freight charges on all vendor stock items which will be deducted from the credit and (5) such return occurs before thirty (30) days after the date of the invoice. SPECIAL ORDERS AND CUSTOM MILLED ORDERS ARE NOT RETURNABLE.

FORCE MAJURE: FSN shall not be liable for delay or failure that is caused by labor disputes, strikes, war, riots, insurrection, civil commotion, fire, flood, accident, storm or any act of God, failure to secure materials from usual sources of supply or other causes beyond FSN's control.

SECURITY INTEREST: FSN retains a security interest in and a right of possession to the products sold hereunder until the full price has been paid. Buyer agrees to do all acts necessary to perfect and maintain such security interests and rights in FSN.

DISCLAIMER OF CONSEQUENTIAL DAMAGES: IN NO EVENT SHALL FSN BE LIABLE FOR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, BREACH OF ANY OBLIGATION IMPOSED ON FSN HEREUNDER OR IN CONNECTION HERewith. CONSEQUENTIAL DAMAGES FOR PURPOSES HEREOF SHALL INCLUDE, WITHOUT LIMITATION, LOSS OF USE, INCOME OR PROFIT, OR LOSSES SUSTAINED AS THE RESULT OF INJURY (INCLUDING DEATH) TO ANY PERSON, OR LOSS OF OR DAMAGE TO PROPERTY (INCLUDING, WITHOUT LIMITATION, PROPERTY HANDLED OR PROCESSED BY THE USE OF THE PRODUCT). BUYER SHALL INDEMNIFY FSN AGAINST ALL LIABILITY, COST OR EXPENSE WHICH MAY BE SUSTAINED BY FSN ON ACCOUNT OF ANY SUCH LOSS, DAMAGE, OR INJURY.

NO REPRESENTATIONS OR WARRANTIES: FSN MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED, IMPLIED OR STATUTORILY, WITH RESPECT TO ANY PRODUCTS SOLD, OR THEIR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE FOR THE RESULTS TO BE OBTAINED FROM THEIR USE NO ONE HAS FSN'S AUTHORITY TO WAIVE OR CHANGE THIS PROVISION WHICH APPLIES TO ALL SALES. BUYER AGREES THAT ORAL STATEMENTS, IF ANY, MADE ABOUT THE PRODUCTS BY FSN'S REPRESENTATIVES, OR STATEMENTS CONTAINED IN FSN'S OR OTHERS, INCLUDING MANUFACTURERS, GENERAL ADVERTISING, PAMPHLETS, BROCHURES OR OTHER PRINTED MATTER, DO NOT CONSTITUTE WARRANTIES OR REPRESENTATIONS OF FSN AND THAT BUYER'S PURCHASE OF THE PRODUCT WAS NOT MADE IN RELIANCE UPON THEM THE PRODUCTS SOLD BY FSN HAVE NOT BEEN MANUFACTURED BY FSN AND ARE SOLD ONLY WITH THE WARRANTIES, IF ANY, OF THE MANUFACTURERS THEREOF.

PURSUANT TO THE WARRANTY, IF ANY, OF THE MANUFACTURER OF ANY HARDWOOD FLOORING, MANUFACTURER'S LIABILITY IS LIMITED TO REPLACING ANY MATERIALS PROVED TO BE DEFECTIVE. PROVIDED, HOWEVER, NOTICE OF THE DEFECTIVE MATERIAL HAS BEEN PROVIDED TO MANUFACTURER PURSUANT TO ANY WARRANTY THEREOF, IF ANY, PRIOR TO SAID DEFECTIVE PRODUCT BEING INSTALLED OR USED THE MANUFACTURER'S WARRANTY, IF ANY, DOES NOT APPLY TO ANY GOODS WHICH HAVE BEEN SUBJECTED TO MISUSE, MISHANDLING, MISAPPLICATION, NEGLIGENCE (INCLUDING BUT NOT LIMITED TO IMPROPER MAINTENANCE OR STORAGE), ACCIDENT, IMPROPER INSTALLATION OR MODIFICATION OR ADJUSTMENT.

NO IMPLIED WAIVER: The failure of FSN to require performance by Buyer of any provision of this agreement shall in no way affect the right to require such performance at any time thereunder nor shall the waiver of any breach of any provision of this agreement constitute a waiver of any succeeding breach of the same or any other provision.

GOVERNING LAW AND VENUE: This agreement shall be construed under and in accordance with the laws of the State of Wisconsin. The parties hereby consent to exclusive venue and personal jurisdiction in Waukesha County, Wisconsin for all disputes arising out of this agreement.

SEVERABILITY: If any provision of this agreement is invalid or unenforceable, the invalid or unenforceable provision should not affect any other provisions and this agreement shall be construed as if the invalid or unenforceable provisions had been omitted.

ASSIGNABILITY: FSN may assign this agreement to a third party in the event of a sale of substantially all of the assets of FSN.

CUSTOMER'S RIGHT TO CANCEL: Buyer may cancel this Agreement in writing by mailing a notice to: FLOOR SUPPLY NETWORK, 3000 North 117th Street Wauwatosa, Wisconsin 53222 before midnight of the third (3rd) business day after this Agreement is executed. If you wish, you may use this page as notice by writing "I hereby cancel" and adding your name and address. For your records, a printable version of this document can be found by clicking on this link.