

**COVERINGS ETC INC
TERMS AND CONDITIONS OF SALE**

TERMS OF SALE: Sales Orders are prepared by Coverings ETC Inc (Seller) in response to a client's (Buyer) written or verbal purchase order, and such order constitutes the agreement between Buyer and Seller, which cannot be modified or amended except by a writing signed by the party to be charged with the modification or amendment. All accounts and orders are payable in Miami, Dade County, Florida. All Sales are Final. Buyer has to pay their orders in full before an order is processed.

BUYER'S REMEDIES: All materials described herein and/or when estimated or invoiced are sold by Seller to the Buyer "as is." There are no warranties which extend beyond the description of the material as written in quotation or sales order. Materials are to be inspected by Buyer or Buyer's agent prior to installation. Any claims must be made no later than three (3) business days after receipt of materials. Use constitutes acceptance and therefore absolutely no claims can be made after fabrication, installation, or finishing.

DISCLAIMER: No warranties and representations set forth in the quotation, sales order, or pick-up receipt, whether expressed or implied in law are made, and in lieu of such warranties and representation, the sole responsibility of Seller, is as set forth herein, EXCEPT as otherwise specifically provided herein, Seller makes no representation or warranties as to the merchantability or fitness for a particular purpose whatsoever with respect to materials provided hereunder, and all such express implied warranties or representations are hereby disclaimed. All hard surface materials are subject to abrasion in high traffic areas, and caution should be used in selection and placement and proper installation. Care is to be exercised in selecting experienced fabricators and installers. Seller does not guarantee quantities of materials required. Buyer is responsible for installer verifying square footage. Availability and prices are subject to change without notice.

LIABILITIES: Buyer agrees that Seller shall not be held liable for any consequential, incidental or special damages under any circumstances which includes any related cost of fabrication, installation, finishing, removal or labor. Buyer further agrees that under no circumstances shall the liability of Seller, if any, for any loss or damage relating to or arising out of the materials provided hereunder exceed the amount invoiced to and actually paid by Buyer.

ATTORNEY'S FEES: If Seller is required to retain the services of an attorney to collect sums due and owing hereunder or to protect its other rights under this invoice, whether suit is filed or not, Seller shall be entitled to recover all costs incurred in such litigation, including attorney's fees at the trial and appellate level.

SAMPLES: Samples can only provide a general idea of color and structure of material and have no binding value. Variations are natural characteristics and do not give Buyer right to cancel order or to claim any damages. Materials are to be inspected by Buyer or Buyer's agent upon receipt.

RETURNS OR CANCELLATIONS: Seller's policy is as follows: 1) 25% restocking fee on currently stocked items and current production shade runs only; 2) No exchange or return on special order materials, special sale materials, or after thirty (30) days from date of invoice on stock items. Returns of any nature must be in original closed box or crate and have prior approval of Seller. Materials authorized for return are to be returned to Seller at Buyer's expense and accompanied by copy of original order. Authorized returns will be given in-store credit only. No cash refunds.

SHIPPING AND DELIVERY: If Seller is arranging shipping and delivery of materials sold to Buyer. Buyer must provide the Seller with proper ship to address and delivery information (Delivery Waiver). Only curbside delivery will be provided. Risk of loss shall shift to the Buyer once the materials are delivered to the Buyer's destination as set forth in this agreement. Cost of delivery and insurance is the responsibility of the Buyer. Deviation from delivery waiver will result in additional cost. Freight quotes are valid for 7 days only. Shipping is ex works, as per final order confirmation.

STORAGE FEES: All materials not picked up within thirty (30) days from date of sales order shall incur storage fees amounting to \$.05 per square foot per day or \$25.00 per day, whichever is greater, and such fees will be paid as part of the cost of materials. Materials invoiced from Seller's currently stocked items may be canceled without prior notice to Buyer after 30 days from invoice date, at the sole discretion of the Seller. Special order items are subject to the above terms and are non-cancelable. Seller is not responsible for invoiced materials left in its warehouse past 30 days from date of sales order.

FORCE MAJEURE: Seller shall not be liable for failure to deliver or delays in delivery of materials occasioned by strikes, lockouts, fires, inability to obtain materials or shipping space, breakdowns, delays of carriers or suppliers, governmental acts or regulations, and other causes beyond the control of the Seller. All claims for delays, damages or losses suffered in transit shall be made by Buyer directly to their insurance carrier.

GOVERNING LAW, JURISDICTION AND VENUE: These terms and conditions of sale shall be governed by and construed according to the laws of the State of Florida. Buyer consents to personal jurisdiction and venue in Miami Dade County, Florida in the event of any litigation arising under this contract or which in any way relates to the materials sold by the Seller to the Purchaser.

MODIFICATION: These terms and conditions of sale shall not be modified or terminated orally, and no modification or termination of any of its provisions shall be valid unless evidenced by a writing signed by the party against whom such claimed modification or termination is sought to be enforced.

ENTIRE AGREEMENT: These terms and conditions of sale together with the face of the Seller's estimate or sales order constitute the entire agreement between the parties, as well as any and all current and future sales orders on account. All prior proposals, negotiations or representations regarding this transaction are merged therein and superseded hereby.