

## **Contract Terms and Conditions of Sale / Warranty for Interlam Products:**

Interlam Corp., a Florida Corporation with its home office at 391 Hickory Street, Mount Airy, NC 27030 ("Seller") and "Buyer" whose name and address appears on the attached quote agree as of the day the deposit is received, as follows:

1. Seller and Buyer agree Seller shall sell to Buyer and Buyer shall purchase from Seller, for the payment of the purchase price set forth in the attached quote the goods listed on the attached quote.
2. Contemporaneously herewith, Buyer agrees to and does pay to Seller a 50% non-refundable deposit with this purchase order and full balance due prior to shipping order. Since all items are custom made to order products, orders cannot be canceled after production begins. Orders canceled prior to production beginning will forfeit the 50% deposit. Finished orders that exceed 6 months without the final balance being paid will be deemed to be abandoned, deposit forfeited and the order destroyed without further notice.
3. If this contract is not executed by Buyer (by way of payment of 50% non-refundable deposit and signed quote) within 30 days of the date of the attached quote hereof, then this contract is a nullity, terminated and void.
4. Buyer and Seller agree that this contract and the rights herein shall not be assigned in whole or in part.
5. No changes or modifications to this contract may be made unless in writing executed by both parties. No oral or extrinsic shall be construed to create any terms of this contract.
6. This contract shall be construed pursuant to the laws of the state of North Carolina.
7. This contract may be executed in counterparts and a facsimile shall be construed to be an original document and signature.

### **Warranty:**

Seller warrants to the original Purchaser only that the products described on the accompanying quote or purchase order ("Products") are free of defects in Workmanship during the Warranty Period set forth below and subject to the exclusions provided herein.

THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL OTHER WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. Buyer hereby waives all statutory warranties and all warranties implied by law in connection with the sale of the products described in the attached quote or purchase order herein, and agrees that the only warranties made by and binding upon Interlam Corp ("Seller") is that Seller warrants its goods for one year (365 days) from date of purchase by Buyer against any defects in workmanship in the goods. (Date of purchase is the date the products of Seller were purchased by Buyer.) Any damages for any defect are limited to repair or replacement of the defective or non-conforming goods and shall be not exceed the original purchase price of the defective or non-conforming product.

### **Warranty Exclusions:**

Seller in no manner warrants the fitness of goods sold under this contract for any particular purpose for which the buyer intends to use them. Seller makes no warranty that goods sold under this contract shall be merchantable. There are no warranties of fitness for a particular purpose that extend beyond the description of decorative panel or if another product described on the face of the quotation. Except as expressly set forth above, all goods sold under this contract are sold "as is" and "with all faults". Buyer assumes all risks associated with the goods and the use thereof. This warranty does not cover damage resulting from normal wear and tear on the product or improper maintenance, installation or specification, accident or abuse or failure of a third-party's product. Also, due to the nature of custom jobs, this limited warranty does not apply to any product that has been designed and manufactured based on custom specifications supplied by a customer or its agents. Variations in dye lots, gauges and textures, which may vary slightly between the samples provided and the Product actually delivered. Scratches and other flaws that may occur during third party fabrication/installation as well as naturally occurring discoloration or variation are not covered. The warranty does not cover damages caused by spills, negligence, misuse, water, sand or other extreme environmental conditions. This warranty does not cover damages arising from the modification of the Products by Purchaser. Custom fabrication provided by Seller is not covered under this warranty for the following: irregularities in gauges, texture, edge finish seaming or surface variation caused by molding or heat draping.

**Claims:**

Immediately upon delivery, Buyer must open crate and inspect goods prior to signing the bill of lading. This must occur regardless of any visible signs of external damage to the crating material. "Hidden" damage due to improper stacking of freight and mishandling the crate during the shipping process may occur. This is "Freight Damage" and NOT the responsibility of the Seller. If damage is found, Buyer MUST sign for the freight as Damaged and the driver must acknowledge that the Buyer is signing for damaged freight. Buyer may also refuse acceptance of freight due to damage. It is the responsibility of the Buyer to file any and all freight claims resulting from this process. Seller has no liability after the goods are shipped from Seller's production facility.

Should any Product fail to conform with this limited warranty during the 12 month period from the date of purchase of such Product by Seller to the original Purchaser ("Warranty Period"), Seller shall, upon prompt written notice, at its option and cost repair or replace, the affected part or parts or issue a credit. Should any Product fail to conform to this limited warranty during Warranty Period, Purchaser shall contact the Sales Agent to initiate a claim. Seller will not accept any claims for adjustment under its warranty or any requests for return of Product or issuance of credit on any Product after the Warranty Period. No credit, claim or adjustment will be allowed by Seller on Product which has been cut or processed in any manner unless authorized in advance in writing by Seller. No returned Product will be accepted and no credit or claim for Product returned to Seller will be allowed until such return has had prior written approval of Seller after its inspection of the Product and a returned goods order number has been assigned. Seller shall have the right to specify the transportation method and courier for returned Products.

**Seller's Liability:**

Seller shall not be liable for prospective profits or special, indirect or consequential damages, nor shall recovery of any kind against Seller be greater in amount than the purchase price of the specific Product sold and causing the alleged damage. Buyer assumes all risk and liability for loss, damage or injury to persons or property of Buyer or others arising out of use or possession of any Product sold here under, including use of such Product in combination with other substances.

**End Use:**

Final determination of the suitability of the Product for the use contemplated by Buyer, is the sole responsibility of Buyer, and Seller shall in no way be responsible for the suitability of the Product for any particular end use.

**Prices:**

Unless otherwise stated herein, all prices are F.O.B. the specified Interlam plant. All prices are valid for orders entered for specified quantities by the date indicated and for shipment within six months of order entry.

**Deliveries:**

Buyer shall notify Seller of full details as to descriptions and shipping and delivery dates and places. All shipments of Product covered by this order shall be made within six months from date of acknowledgment unless specific written agreements are entered into relating to Interlam's Blanket Order/Incremental Release Program. Seller shall not be liable to Buyer for any damages claimed resulting from delay in delivery of the merchandise after the date of delivery specified herein unless otherwise stated herein.

**Force Majeure:**

Seller shall not be liable in damage for, nor deemed to be in default by reason of any failure to deliver or delay in delivery due to any cause beyond its reasonable control. This is to be interpreted to be inclusive of, but not limited to delays incurred by fire, the elements, war, labor difficulties, interruptions or shortage of transportation facilities, inability to obtain supplies or for any cause interfering with its production facilities or those of its sources of supply.

**Controls:**

Each order is made subject to all present and future government laws, orders, regulations or restrictions affecting or limiting the supply of Products or the production or delivery of Products or products. During the period of any such contingency, Seller will endeavor to allocate deliveries fairly among customers but reserves the right finally to determine deliveries to be made at its discretion without liability.

**Buyer's Credit:**

If the financial responsibility of Buyer becomes impaired or unsatisfactory to Seller, or Buyer is in default to Seller under this or any other contract, advance cash payment or satisfactory security shall be given by Buyer upon demand by Seller, and shipments may be withheld until such payments or Security is received. Buyer shall make no deductions (including those alleged damages) from payments due hereunder

**Taxes:**

All increases in, and all new taxes, excises or other governmental charges hereafter imposed on the production, sale or transportation of the Product sold hereunder which Seller may be required to pay, shall become part of the price payable by Buyer. Paid sales tax cannot be refunded under any circumstance.

**Freight:**

Buyer is responsible for all costs of freight. Seller will ship orders freight collect. Buyer will pay for the freight when it arrives directly to the selected freight company.

If Seller is to pay freight, Seller shall have the right initially to designate the means of transportation and routing, and if Buyer requires a more expensive means of routing, Buyer shall pay any extra cost involved. Buyer shall pay to Seller any increase in freight subsequent to the date hereof. Freight is shipped insured at Class 55 or 85. The party paying the freight is the party responsible for filing freight claims should an order arrive damaged. All orders should be opened immediately and inspected for damage. If received damaged, this MUST be noted on the bill of lading.

**Modifications:**

The terms and conditions hereof constitute the entire contract for the Product. No modification, limitation, waiver, cancellation or discharge of this contract or of any of its terms shall bind Seller unless in writing and signed by Seller's authorized employee at its headquarters. No modification, limitations, waiver, cancellation or discharge of this contract shall affect Buyer's liabilities to Seller accrued prior thereto.

**Cancellations:**

All orders are custom made to order and cannot be canceled once a deposit has been received. All deposits are non-refundable.

**Miscellaneous:**

All rights and remedies of Buyer and Seller under this contract are in addition to Seller's other rights and remedies and are cumulative, not alternative. If shortages should occur in Seller's supply of specific items, Seller may prorate its deliveries. In the absence of proof to the contrary, it shall be presumed that the date, hereof, was the date of mailing hereof the validity, performance, construction and effect of this contract shall be governed by the laws of the Commonwealth of Virginia, including its provisions of the Uniform Commercial Code, for goods manufactured in the United States. In regard to goods manufactured outside the United States, the obligations of the parties shall be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods.

**Prices:** *All prices published by us or quoted by our representatives may be changed at any time without notice. Written quotations expire automatically 30 days from the date issued and are subject to change or termination by notice prior to Buyers acceptance during that period. All prices will be as specified by us or, if no price has been specified or quoted, will be our price in effect at the time of delivery. All prices are subject to adjustment on account of specifications, quantities, shipment arrangements or other terms or conditions which are not part of our original price quotation.*