

General Terms and Conditions of Sale

ARTICLE I - ACCEPTANCE: Acceptance of this order acknowledgment (the "Order Acknowledgment") by Buyer constitutes acceptance of the offer contained herein. This Order Acknowledgment to which these terms and conditions ("Terms") are attached together with these Terms constitutes the complete agreement between Knight Quartz Flooring LLC ("Seller") and Buyer (the "Agreement") and cannot be changed except in writing signed by both parties. All sales of goods and services by Seller shall be governed by these Terms notwithstanding any other terms or conditions on Buyer's order or quotation form. These Terms supersede verbal communications and any other contradictory terms appearing on Seller's website or elsewhere. Seller's agreement to sell or otherwise deliver the products and/or services specified in this offer (the "Product") to Buyer shall not be deemed or construed to be an acceptance of any of Buyer's terms and conditions nor a waiver of any term set forth herein. Purchase of the Product by Buyer shall be deemed acceptance of these Terms.

ARTICLE II - PAYMENT TERMS: These payment terms are subject to credit approval as set forth below. Net Cash, payable in full to Knight Quartz Flooring LLC within terms specified on this Order Acknowledgment and without deductions of any kind for taxes, freight charges, permits, licensing fees, back charges, or any other charges. A late charge of the greater of 10% APR or the highest applicable lawful interest rate to accrue monthly will be assessed if payment is not received on or before the Terms Due Date as specified in the Invoice. A charge of \$25.00 will be assessed for any returned N.S.F. checks. Should an invoice remain unpaid 70 days after the Terms Due Date as specified in the Invoice, it is our policy to file a notice of lien in order to retain our lien rights. Should Buyer fail to make timely payments on any purchase in accordance with this Agreement, Seller may, in its sole discretion, defer future shipments until such payments are made or may, at its option, cancel the balance of any unshipped order. Seller reserves the right, in its sole discretion, to refuse all subsequent orders deemed unacceptable by reason of failure to comply with these Terms, financial responsibility, or other business reasons.

Price Increases and Errors: Seller reserves the right to change prices, specifications, and manufacturers/suppliers without notice including any applicable to Product ordered but not yet shipped. Seller shall not be responsible for, and reserves the right to correct, errors in pricing. Prices are subject to Buyer paying all federal, state, local or other applicable taxes or duties either directly or indirectly by increased costs.

Credit Approval: All shipments, deliveries, and performance of work shall be subject to approval by Seller's Credit Department. If Seller has any doubt as to Buyer's responsibility, Seller may decline to make any further shipment or delivery or perform any work, except upon receipt of satisfactory security or cash, before manufacture or shipment. Buyer represents and warrants that it is legally able to enter into the proposed transactions with Seller, that it will pay its debts as they become due, that it is presently paying its debts in the ordinary course of business, and that it is not insolvent within the meaning of the federal bankruptcy laws. In case of any insolvency of Buyer, or any change of ownership of Buyer's general property, all accounts and bills shall immediately become due and payable.

ARTICLE III - TAXES AND FEES: Any taxes, fees or other charges which Seller may be required by a governmental entity to pay or collect under any existing or future law upon or with respect to the sale, purchase, manufacture, processing, delivery, storage, use, consumption or transportation of the Products, including taxes upon, or measured by, receipts from sales or services, shall be for the account of Buyer. Buyer shall promptly pay the amount thereof to Seller upon demand but may in lieu of such payment issue tax exemption certificates acceptable to the applicable taxing authority. Such tax amount is not subject to cash discount.

ARTICLE IV - SHIPPING: We ship prepaid. All other related charges, switching, spotting, drayage, demurrage, handling or storage shall be for the account of Buyer. Neither Buyer nor the consignee will have the right to divert or re-consign any shipment without permission of Seller. Unless otherwise specified herein, mode and routing will be at Seller's option and Products will be delivered at one time or in portions at Seller's option. Any quantity/truck load, weight and/or rate, and any additional expense incurred in making minimum truckload requirements in order to meet Buyer's demands will be assumed by Buyer. All shipping dates are approximate and Buyer is responsible for all costs and charges related to deliveries made on a date other than that indicated by Seller. Seller offers shipping to the United States, Canada, and other international locations. Some products, due to export regulations of manufacturers, may not be shipped to international locations. Seller attempts to screen all products for which this rule applies. Seller reserves the right to deny shipment of products that have been ordered, but are later found out to be on the non-export list. If Buyer refuses to accept shipment for any reason, Seller is entitled to be compensated for all shipping charges and a processing fee of 15% of order value plus a \$100 handling fee.

ARTICLE V - TITLE AND LOSS OR DAMAGE IN TRANSIT: Title to the Product shall pass to Buyer upon delivery to carrier at the point of shipment. The responsibility for filing claims for loss or damage in transit is Buyer's and it will be Buyer's responsibility to secure acknowledgment of damage from the delivering carrier.

ARTICLE VI - SELLER'S LIABILITY: Buyer agrees to carefully check the Product upon unloading at destination. No claims for shortages, delivery of improper material or for apparent defects or damage to the Product will be recognized by Seller unless written notice including, if applicable, photographic documentation, specifying in detail the nature and extent of the shortage, defect or damage shall be mailed to Seller's office within two (2) days from date of delivery. Seller will in no case pay or be liable for any claims resulting from the use by Buyer of improper Product or from the use by Buyer of Product having apparent defects or damage. Proper handling and storage of the Product upon delivery will be Buyer's responsibility.

ARTICLE VII - LIMITS OF LIABILITY: The Product is manufactured in accordance with Seller's standard practices, is subject to tolerances, variations, and over and under shipments consistent with good mill practices, and is manufactured according to the specifications contained on Seller's website at www.knightquartzflooring.com. Seller shall not be responsible or liable for any failures resulting from defective Product not manufactured, in whole or in part, by it, nor shall it be responsible for failure of material, acts of God, fires, floods, windstorms, strikes, lockouts, work stoppages, failure of carrier to perform, wars, declared national emergencies, regulation, order or statutes or laws of any local, state or the national government, or labor differences or similar or dissimilar occurrences beyond control of Seller. **UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CLAIMS OF BUYER'S CUSTOMERS OR USERS AND ANY SUCH DAMAGES CLAIMED UNDER**

A WARRANTY AS SET FORTH BELOW, AND SELLER'S LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY BUYER UNDER THIS AGREEMENT. BUYER'S REMEDIES HEREUNDER ARE EXCLUSIVE.

ARTICLE VIII – CANCELLATION OR DELAY: Buyer may cancel this contract in whole or in part even though Seller is not in default at the time of such cancellation. In the event of such cancellation by Buyer, Buyer shall be liable to Seller for the portion of the contract price applicable to Product which has been fabricated on the date of cancellation whether such Product has been shipped or not and any other costs incurred by Seller for Product covered under this Agreement. Buyer may delay the shipment date specified in the Order Acknowledgment. In the event of such delay Seller, in its sole discretion, may take reasonable actions to compensate for and accommodate such delay including, but not limited to, imposition of a storage charge of 10% per month.

ARTICLE IX – EXCUSED PERFORMANCE: Seller shall not be liable for any failure to perform due to causes beyond the control of Seller. These causes shall include, without limitation, acts of God, acts or omissions of Buyer or any third party, delays in transportation or inability to obtain necessary labor, materials or supplies, delay or failure in delivery caused by strike, lockout or other labor disturbances, war, insurrection, riot, car shortage, accident at mill, embargo, fire, flood, storm, the requirement order requisition or necessity of any government or acting authority, or other causes and circumstances beyond the control of Seller.

ARTICLE X – TECHNICAL INFORMATION AND WARNINGS: Warnings and technical information which, depending on the specific Product purchased pursuant to this Agreement, may relate to, among other things, keeping the Product dry and avoiding exposure to open flame or excessive heat are available on Seller's website at www.knightquartzflooring.com by clicking on the "Documentation" link. All such warnings and technical information should be read prior to use of the Product. It is expressly agreed that any technical advice furnished by Seller with respect to the use of its goods or services is given without charge and Seller assumes no obligation or liability regarding the advice given or results obtained. All such advice is given and accepted at Buyer's risk.

ARTICLE XI – WARRANTY INFORMATION:

Limited Warranty: Seller warrants to Buyer that, subject to the conditions, limitations and exclusions contained below, the Product will be free of manufacturing defects that make it unsuitable for its intended use for a period of six months from the date the Product is shipped from Seller's plant.

Limitation of Remedy; No Consequential Damages: LIABILITY, IF ANY, IS LIMITED TO REPLACEMENT OF THE DEFECTIVE PRODUCT OR A CREDIT TOWARD A LATER PURCHASE OF PRODUCTS FROM SELLER AND SHALL NOT EXCEED THE AMOUNT PAID PURSUANT TO THIS ORDER ACKNOWLEDGMENT. SELLER WILL NOT BE LIABLE FOR LABOR COSTS AND OTHER COSTS RELATED TO DISMANTLEMENT, INSTALLATION, REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS MADE, DAMAGES OF ANY KIND OR NATURE TO THE STRUCTURE IN WHICH THE PRODUCT IS INCORPORATED, INSTALLED OR LOCATED, ITS OCCUPANTS OR CONTENTS, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES. **Exclusive Remedy:** THE REMEDY PROVIDED HEREIN IS THE SOLE REMEDY AVAILABLE TO BUYER.

Exclusions from Warranty: This limited warranty shall not apply to and Seller shall not be liable for: (1) A Product failure if the Product was not stored or installed in strict accordance with the most current Seller instructions contained on Seller's website at www.knightquartzflooring.com; (2) A Product failure resulting from causes other than normal weather conditions, including but not limited to impact of falling objects, earthquakes, hurricanes, flood, fire, hailstorms or high winds, cascading water, ponding water, defective roofing system membrane or components, faulty workmanship, improper application, design, handling, or structural movement, the presence of other materials, or the manner of use or application; (3) Damage or degradation of the Product caused by normal wear and tear; or (4) Changes in color.

No Implied Warranties: SELLER MAKES NO FURTHER WARRANTIES, EXPRESS OR IMPLIED, BEYOND THE LIMITED WARRANTY SPECIFIED HEREIN, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. **Claims:** If a claim is made under this warranty it must be in writing, describing the defect in full and promptly submitted to your sales representative within ten days of Buyer's discovery of the claimed defect. Claims under this warranty are limited to either (1) replacement of the defective Product, or (2) credit in the amount of the purchase price of the defective Product toward a later purchase at Seller's option.

ARTICLE XII – MISCELLANEOUS PROVISIONS:

No Waiver; Cumulative Rights: No failure to exercise and no delay in exercising, on the part of Seller, any of its rights, powers, remedies or privileges under this Agreement shall operate as a waiver thereof. The rights herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Disputes: All disputes concerning this Agreement, not otherwise resolved between Seller and Buyer, shall be resolved in a court of competent jurisdiction for the location of Seller's principal place of business unless expressly agreed to by Seller in writing. The prevailing party in such action shall be entitled to recover reasonable attorney's fees and costs incurred, including costs incurred in filing any lien pursuant to this Agreement. Buyer may bring no dispute more than one (1) year after the date of sale of the Product to which the dispute relates.

Governing Law: This Agreement and performance by the parties hereunder shall be construed in accordance with laws of the State of Delaware.

Severability: Should any provisions of this Agreement be deemed unenforceable, the remainder of this Agreement shall continue in effect.