TERMS AND CONDITIONS FOR ALL SALES BETWEEN CONCEPT SURFACES, LLC™ AND PURCHASER

Purchaser acknowledges and agrees that the following Terms and Conditions apply to ALL credit and non-credit sales of product by Concept Surfaces, LLC™ ("Seller") to Purchaser. By signing below, Purchaser acknowledges and agrees that the following Terms and Conditions are applicable to all future sales of product by Seller to Purchaser unless the expressly altered pursuant to Paragraph 1 below. Completion of this Application conveys to Purchaser no right to credit, which is solely at Seller's discretion.

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1. **Conditional Acceptance.** Objection to Purchaser's Terms; Entire Agreement. Acceptance of Purchaser's order by Concept Surfaces, LLC is expressly conditional upon Purchaser's assent to the terms and conditions specified herein. Any term or condition of Purchaser's order or other documentation supplied by Purchaser which is different from, in addition to, or inconsistent with any term or condition specified herein is hereby objected to and rejected and, unless hereafter specifically accepted in writing by an authorized representative of Seller, such term or condition will not be binding on or effective against Seller. This agreement embodies the entire agreement of the parties related to the subject matter hereof and supersedes all prior understandings, communications and representations between the parties, whether oral or written. No amendment to these terms and conditions will be effective unless in writing and signed by the parties' authorized representatives.

2. **Price**. The price of all Products is F.O.B. Dallas, at the address of Concept Surfaces, LLC., exclusive of insurance cost. Prices and orders do not include Federal, State or local excise, sales, use or other taxes now or hereinafter enacted, which taxes will be added by Seller to the sales price when Seller has the legal obligation to collect the same and will be invoiced to and paid by Purchaser, unless Purchaser provides Seller with a proper tax exemption certificate. All prices are subject to exception or change without notice prior to delivery, and pricing errors may be corrected at any time.

3. **Payment**. Subject to approval and continuation of credit by Seller, the terms of payment are stated on the invoice. In the event Seller does not approve the credit of the Purchaser or if at any time after approval of credit and before delivery, Seller, in its sole judgment, decides that the extension of further credit is unjustified, terms of payment shall be those specified by Seller, including but not limited to C.O.D. or cash in advance. If the Applicant fails to make advance payment when requested by Seller, or if the Purchaser is or becomes delinquent in the payment of any sum due Seller (whether or not arising out of the same or a different order) or refuses to accept C.O.D. shipment, then Seller shall have the right, in addition to any other remedy to which it may be entitled in law or equity, to cancel the sales order, refuse to make further deliveries, and declare immediately due and payable all unpaid amounts for goods previously delivered to the Purchaser. All payments shall be made to Seller at its principal office located at **1300 Crampton St. Dallas, TX 75207**, or such other office as may be designated in writing by Seller. Interest accrues on overdue invoices at the rate of one and one-half percent (1 ½%) per month, but not more than the amount allowed by law, on the unpaid balance from the original due date of the invoice. Seller hereby notifies Purchaser that Seller has lien rights to the products that Seller ships to Purchaser and that Seller may reclaim such products should Seller's invoices not be paid according to the payment terms, which have been mutually agreed upon.

4. **Delivery; Warehousing.** Seller will attempt to meet shipment and delivery schedules. However, any shipment or delivery quotation or forecast by Seller is only an estimate of the time required to make shipment and/or delivery and Seller will not assume liability, consequential or otherwise, because of any delay or failure to deliver all or any part of any order for any reason. Purchaser must pick up product from Seller's warehouse within seven (7) days of Seller's notification that product is ready for pick-up, unless Seller has agreed to delivery. After thirty (30) days of warehousing, fees for warehousing will accrue at a rate of $25 per pallet per month.

5. **Warehousing Tile.** If Purchaser fails to (1) pay for this order or (2) pick-up or arrange for delivery of this order within six months of when Seller notifies Purchaser that the order has arrived at Seller's warehouse, Seller will consider the order abandoned. Pursuant to the lien referenced in paragraph 3 of these terms and conditions, Seller will then seize the abandoned order to pay any outstanding balance due under the sales contract, accrued interest, and the warehousing fee referenced above. Even upon seizure, Purchaser will remain liable to Seller for any loss incurred by Seller as a result of Purchaser's non-payment of all sums due, including the balance due under the sales contract, accrued interest, and the warehousing fee.

6. **Inspection and acceptance**. Purchaser shall have the right to inspect goods upon tender of delivery. Failure of Purchaser to inspect the goods and give written notice to Seller of any alleged defect or nonconformity within five (5) days after tender of delivery and prior to installation shall constitute an irrevocable acceptance by Purchaser of the goods delivered to Purchaser.

7. **Limited Warranty**; **Disclaimers; Limitations of Warranties and Remedies.** Seller warrants that for a Warranty Period of one (1) year (or the period specified on the applicable technical data sheet, whichever is less) from the date of shipment from Seller to the Initial Purchaser, this Seller product was manufactured in accordance with Seller's specifications on the date of shipment. These specifications are available on request. This warranty does not cover test data, or any defects, damages or other harms caused to any extent or in any way by failure to follow applicable Seller instructions, if any, or abuse or misuse of the product, or through any Purchaser's error in the use of said product or Purchaser's error in the delivery, transfer or stocking of said product, or improper installation, and/or care and maintenance of Seller's products after installation.

THE FOREGOING WARRANTY IS IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. SELLER EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALTHOUGH SELLER MAY HAVE SUGGESTED THE PRODUCT OR DEVELOPED THE PRODUCT AT THE PURCHASER'S REQUEST, IT IS THE PURCHASER'S RESPONSIBILITY TO TEST AND DETERMINE THE SUITABILITY OF THE PRODUCT FOR THE PURCHASER'S INTENDED USE AND PURPOSE, AND PURCHASER ASSUMES ALL RISK AND LIABILITY WHATSOEVER REGARDING SUCH SUITABILITY. FOR ANY VALID CLAIM PRESENTED UNDER THIS WARRANTY, SELLER WILL REPLACE THE PRODUCT, OR AT ITS OPTION, REFUND THE PURCHASE PRICE. THIS REPLACEMENT/REFUND REMEDY IS THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER. THE PURCHASER AGREES THAT NO OTHER REMEDY (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO PURCHASER FOR CLAIMS ARISING OUT OF ANY USE OF THE PRODUCT REGARDLESS OF THE LEGAL THEORY (CONTRACT, TORT OR OTHER). IN NO EVENT WILL SELLER BE OBLIGATED TO PAY DAMAGES TO PURCHASER FOR ANY AMOUNT EXCEEDING THE PRICE THAT PURCHASER PAID FOR THE PRODUCT.

7. **Returns.** The following rules apply for returns on non-defective products: Returns or exchanges of products as full, unopened cartons are accepted within 30 days of date of delivery minus a 30% restock fee of the original product price. Seller will issue a Return Goods Authorization (RGA) Number which must then accompany the return of the product as Seller directs, with transportation costs prepaid and borne by Purchaser. The risk of loss of the goods shipped or delivered to Seller for return will be borne by Purchaser. Special order, custom made, or discontinued items are not returnable. Material that has been cut, altered or installed is not returnable.

8. **Changes and cancellations.** No order changes and cancellations are allowed unless Seller agrees in writing and on conditions reasonably required by Seller.

9. **Samples**. All specimens by Seller as samples are intended only as an identification of general and surface characteristics, the generic layout, size, color and finish. Shade and dye lots may vary from actual sample and shall not be considered a defect in the product.

10. **Legal fees**; applicable law; jurisdiction and venue. Purchaser will be liable and reimburse Seller for any and all actual collection agency and attorney fees and costs incurred by Seller to enforce the terms and conditions stated herein. This agreement will be governed by the Laws of the State of Texas. The courts of the State of Texas will have exclusive jurisdiction and venue over any dispute arising out of this Agreement shall lie in Dallas County, Texas. Purchaser hereby agrees and consents to the jurisdiction and venue of such courts.

Credit Information

Applicant/Purchaser authorizes Concept Surfaces, LLC. to obtain from applicant or third parties such information as Concept Surfaces, LLC. may require in connection with Application for Credit. Applicant certifies that the information contained in the Application and all financial information is true and correct and acknowledges that he/she has read, and agrees that Applicant/Purchaser will be bound by the Terms and Conditions on this application.

“PURCHASER”

Signature: _____

Printed Name & Title, Company Name: _____

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Date: _____/_____/_____