



TERMS AND CONDITIONS OF SALE

The specifications, terms and conditions set forth in this contract shall constitute the entire agreement between parties. Buyer's acceptance of this agreement shall be conclusively presumed from buyer's acceptance of the work or materials ordered, whether the order was placed by signing this form or by issuing some other form of authorization. This contract is the entire agreement between parties. There are no other promises or agreement, written or oral, except as stated herein, set forth and printed on both sides of this page.

It is hereby agreed between the Purchaser and Pyramid Flooring Systems:

- (1) That buyer will make full payment in cash or other acceptable terms upon completion of Pyramid Flooring Systems performance according to this contract. If no other payment terms are noted on the contract then the default terms will be, "Balance due upon completion of contract." In the event of default of payment when due, a service charge will be added to, and payable on all overdue amounts at 2% per month, (24% per annum), until paid in full. On contracts that extend beyond 30 days before completion progress payments will be invoiced for the payment immediately at the end of each month for all materials and labor completed during that month. If purchaser should fail to pay, then Pyramid Flooring Systems, at its option, may treat purchaser's failure to pay as material breach of this contract, and may seek legal remedies and the purchaser will pay all costs of collections, liens and court costs, including reasonable attorney fees or outside agency fees necessary to enforce the provisions herein. The purchaser further agrees that in the event that both parties do go to court, that purchaser agrees to the venue chosen by Pyramid Flooring Systems.
- (2) That the purchaser knows and accepts the fact that floor covering materials will vary slightly in color and texture from that which is displayed in Pyramid Flooring Systems literature, advertising, samples, or models and shall be accepted by purchaser in accordance with each and every term of this contract except as set forth herein. Pyramid Flooring Systems makes no warranty to purchaser with respect to the goods, and purchaser disclaims all other warranties, expressed or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose or look.
- (3) That installation of floor covering will be in accordance with recognized standards of the industry. Labor is guaranteed for one full year from date of installation. Pyramid Flooring Systems assumes no responsibility for any alkali or moisture conditions, or for defects in floor covering occasioned by faulty plyscore, plywood, or other sub-flooring. Area to be covered shall be free of debris and broom clean. Pyramid Flooring Systems is not responsible for damage due to maintenance of caulking and sealer around doors, tubs, shower, toilets and other areas, trimming doors necessitated by the installation of new floor covering, the re-installation of gas, electric or plumbing fixtures which require removal including toilet feed line, valves, gasket, plugs, receptacles, gas lines, washer and dryer hookups, all carpentry and plumbers work necessary for installation of the materials unless stipulated in the contract. Delay of installation or delivery of materials for any cause beyond Pyramid Flooring Systems control, i.e., material defects, delayed delivery, sickness, strikes, accidents, severe weather, discovery of unforeseen or concealed conditions of job site, changes made by purchaser, etc. excuses Pyramid Flooring Systems from any performance or monetary charges or penalties due to the delay i.e., loss of work, loss of business, charges incurred by purchaser from other contractors work being delayed, cancellation of materials by purchaser, etc.
- (4) That the purchaser will give to Pyramid Flooring Systems a **twenty-four hour** notice of any cancellation or delay of installation services contracted (not the night before). If the cancellation is not a full 24 hours or laborers are at the job site and are not able to commence work as previously arranged, i.e., no one home, property's inaccessible, etc., then any expenses of time or materials incurred by Pyramid Flooring Systems will be reimbursed by purchaser. That any contract cancelled by the purchaser that involves custom ordered materials, materials ordered or cut to fit purchaser sizes whether supplied by purchaser or measured by Pyramid Flooring Systems, then purchaser will be responsible to pay for all restocking fees, including freight, if the materials can be returned or pay for all the materials in full if the materials cannot be returned. The Purchaser also agrees to pay any labor or handling charges that might have been incurred by Pyramid Flooring Systems up to the point of cancellation.

- (5) That even after Pyramid Flooring Systems has made a prior inspection of the job site, the full details of the job site conditions usually become known only during the course of installation, so any unforeseen or concealed conditions discovered during the installation that are not included on the reverse hereof, i.e., dry rot, sub-floor materials, wires, moisture, extended damages, squeaks, etc. will result in a work stoppage until the purchaser is informed, authorizes further work and agrees to extra charges before continuing. If the purchaser is unavailable for authorization then work will stop until authorization is secured and Pyramid Flooring Systems will not be responsible for any delay related problems incurred by purchaser. Purchaser may give prior authorization for contractor to make whatever changes, corrections, or additions that may be needed to complete the work along with accepting whatever charges may be incurred by signing the authorization below.

AUTHORIZATION TO COMPLETE WORK

I authorize, in my absence, Pyramid Flooring Systems and/or its agents to make all the decisions necessary to complete installation of the materials included on this contract and I agree to whatever charges I will incur by their decisions.

X _____

- (6) Pyramid Flooring Systems assumes no responsibility for performing any asbestos related abatement procedures unless included on the reverse hereof. That upon the inspection of the initial installation of materials by purchaser a deficiency is detected, whether labor related or material related, then the purchaser is to contact Pyramid Flooring Systems within 15 days from the inspection of the problem. Failure of the purchaser to contact Pyramid Flooring Systems within 15 days shall constitute irrevocable acceptance of the materials and labor conditions by purchaser. In the event the material or labor is found to be deficient in some manner, i.e., cut in floor, etc., then Pyramid Flooring Systems first obligation is to repair the deficiency according to industry and legal standards. In no way will Pyramid Flooring Systems obligation be more than the amount of what purchaser paid for the deficient materials or labor. In no event shall Pyramid Flooring Systems be liable for any special, indirect, incidental or consequential damages arising out of or connected with this contract, regardless of whether a claim is based on contract, tort, and strict liability or otherwise. Default in payment or performance by purchaser of any of the obligations contained herein, or default under any agreement evidencing any of the obligations is default under this contract. Upon such default, Pyramid Flooring Systems may declare all the obligations immediately due and payable and shall have remedies of a secured party under the Uniform Commercial Code. That this contract and its conditions are binding upon the purchaser, all signatories, guarantors, heirs, administrators, executors, successors, personal representatives and other assigns. If there is more than one purchaser, their obligations hereunder shall be joint and several. If any provision of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
- (7) Furniture moving is not included unless otherwise specified on this contract. Furniture moving is exclusive of breakable items, and Pyramid Flooring Systems or the installers do not take responsibility for the condition of the furniture.
- (8) Seam placement is at the discretion of the installer(s). Pyramid Flooring Systems does not warrant that the seams will be inconspicuous.
- (9) Special orders are subject to a 50% non-refundable deposit and are not subject to cancellation.
- (10) Electricity must be available prior to installation.
- (11) WHILE CAUTION IS TAKEN DURING INSTALLATION TO AVOID DAMAGE, PYRAMID FLOORING SYSTEMS OR THE INSTALLERS CANNOT BE HELD RESPONSIBLE FOR:
Alarm wires Phone wires Stereo wires Cable wires Cuts or scuffing of baseboards

Installers are independent contractors licensed by the State of California and Bonded. License numbers, names and address of the installer will be provided upon request.

A fee of \$75 will be added to total invoice amount due for any check that is not honored at time of presentment. Any additional banking fees incurred by Pyramid Flooring Systems related to dishonored checks will be added to total invoice amount due.

SIGNED _____

Terms and conditions on both pages are read and understood