



BIG D FLOOR COVERING SUPPLIES

TERMS AND CONDITIONS OF SALE POLICY

1. CREDIT OVERVIEW

Big D Floor Covering Supplies maintains a firm but fair Credit Policy, we welcome the opportunity to serve your needs. Customers can transact business with Big D Floor Covering Supplies by using the following payment methods: Cash, Credit/Debit Card (we accept Visa, Master Card, Discover, and American Express), ACH, or Check. Recurring electronic payment methods are available. Customers opting for this service must complete the Electronic Payment Authorization Form and submit the signed form to our Accounts Receivable Department. Customers requesting an open account must complete, and agree to, the Credit Application and Agreement Form in its entirety and return the signed form to our Credit Department. Written notice of account status and related account information will be provided once a credit decision is made. Big D Floor Covering Supplies reserves the right to revoke open account privileges at any time and demand immediate and full account balance payment. If Customer agrees to provide Big D Floor Covering Supplies a current listing of all personnel authorized to place or receive orders, the Customer assumes all responsibility for authorized representative actions in this regard and in maintaining a current list, remaining legally bound by any omissions or updates to this list. Order acceptance by an authorized representative is required immediately upon pick-up or delivery. A signature on the Big D Floor Covering Supplies pick ticket or order receipt is sufficient for order acceptance and indicates that the correct count, amount and product type has been received. Customer holds Big D Floor Covering Supplies harmless from any action arising from such transaction and Big D Floor Covering Supplies assumes no direct liability whatsoever.

2. TERMS OF PAYMENT AND FAILURE TO PAY

Big D affords payment terms based on Customer payment history. All invoices show payment terms and are payable within approved terms from date of invoice, not statement. Customer statements are regularly sent out monthly. It is the customer's responsibility to furnish evidence of any sales tax exemption in the appropriate states and have compliance documents where applicable on file at Big D Floor Covering Supplies. Credit Card payments are not eligible for payment discount. A service charge of \$40 will be assessed on each dishonored check. Past due accounts (with amounts unpaid thirty (30) days past invoice date) will be subject to finance charges of 1.5% charged compounded monthly or up to the highest amount allowable under state law on all past due amounts. In addition, the Customer shall pay all costs of collection including arbitration, lien fees, suit expenses and legal fees of the total indebtedness amount. Those accounts that do not comply with payment terms may be changed from open status to C.O.D. status. Big D Floor Covering Supplies reserves the right to hold orders placed by any account showing past due balances, and to require advance payment for any special orders or unusual circumstances.

3. PRICES - QUOTATIONS

All prices/ price lists are subject to change without notice. Big D Floor Covering Supplies assumes no liability as to the timeliness or accuracy of price changes. Quotations, unless otherwise stating in writing, are good for 30 days. Quotations are made for specific quantities at a specific time. Alternation of time or quantity may change the price.

4. TAXES

Any tax imposed on Big D Floor Covering Supplies by any law or governmental entity on the sale or use of the products sold by Big D Floor Covering Supplies shall be in addition to the sales price thereof.

5. DELIVERY

Big D Floor Covering Supplies assumes no liability for the time of delivery, nor do we deliver material to any place other than that address specified on the order and deemed safe and acceptable to Big D Floor Covering Supplies. Reasonable access to the property in an enclosed, safe and secure environment must be provided. Big D Floor Covering Supplies reserves the right to decline a delivery should conditions exist otherwise. The purchaser must provide unloading assistance. Flexibility on estimated delivery time must be allowed, as Big D Floor Covering Supplies cannot guaranty a fixed delivery time. When goods are delivered to a third-party or location where Big D Floor Covering Supplies Customer is not present to receive and/or inspect such goods, Customer exclusively assumes all responsibility for any shortage, damage or other loss,

and Customer shall promptly and fully pay for those goods as invoiced. Direct shipments are subject to the terms and conditions of the manufacturer. A delivery charge of \$50.00 per hour may be assessed where delivery was attempted for extended periods of time but not completed. Shipping charges shall be added to the invoice for payment and are subject to change without notice.

6. CANCELLATIONS

Big D Floor Covering Supplies maintains a firm Cancellation Policy. Material orders may be cancelled if the following conditions exist: 1.) Your item is a regular stock item and is not a special-order item. 2.) Your order has not shipped. If the product has shipped, you will be responsible for all inbound and outbound shipping charges. These charges will be deducted from your refund. Big D Floor Covering Supplies does not accept cancellations for Special Order items. A 15% restocking/ handling fee applies to cancellations as well manufacturers fees if applicable.

7. FAILURE TO TAKE POSSESSION

- a) If goods are ready for delivery and the Customer fails to take delivery at the time specified as the "Ship-Date" Big D Floor Covering Supplies shall be entitled to invoice the Customer in respect of such goods forthwith; and to arrange at the Customers expense for the handling and storage fee of 5% a month if not taken after the first 30 days of such order of goods and for their insurance, from the date of the invoice to the date when the Customer takes delivery or Big D Floor Covering Supply disposes of the same and risk in the goods shall pass to the Customer forthwith.
- b) If the Customer fails to take delivery within 30 days of the date of the relevant invoice it shall be deemed to have repudiated the sale and without prejudice to any other right which it may have against the Customer, Big D Floor Covering Supplies shall be entitled to resell the goods forthwith. Big D Floor Covering Supply shall have the right to charge a restocking fee of 15% and (if applicable) manufacturers restocking fee to said order.

8. RETURNED GOODS POLICY

Material may be returned (within 30 calendar days of receipt of the shipment) to Big D Floor Covering Supplies only with prior written approval. If a shipment has been damaged, is incomplete or inaccurate at time of delivery, please contact our Customer Service Department within 5 calendar days of receipt of the shipment. Please keep all damaged material and related packaging until you are advised of further action to be taken. A restocking fee of 15% will be assessed on all returns (with exception to Big D Floor Covering Supplies errors and manufacturer defects), and a manufacturer restocking fee may apply when applicable. Returns of inventoried items must be received in their original, saleable condition. Please be prepared to provide our Customer Service Department with the order or invoice number and the reason for the return. Customer is responsible for all loss, handling, transportation and other related costs. Customer is also responsible for wrongfully rejected product. Items altered or ordered to customer specifications (special order) may not be returned, except for reason of manufacturer defect. Lead-time and non-stock items may not be returned or cancelled.

9. GOVERNING LAW; VENUE

VENUE: All amounts due for purchases from Seller, Big D Floor Covering Supplies, are payable at PO Box 57269 Phoenix, AZ 85079. The law of the State of Arizona shall govern this sales transaction between the parties. No suit or action shall be commenced more than one year from the date of delivery of the subject product. Customer and all related parties irrevocably submit to the personal jurisdiction of the Court of Maricopa County, Arizona and the service of process by certified mail, return receipt requested and regular mail to the above address or the last address identified by the Seller, effective two days after mailing.

ENTIRE AGREEMENT

This document referred to on the face hereof, constitute the entire agreement between the parties. Except as otherwise provided for herein, any changes must be agreed to in writing by Big D Floor Covering Supplies. These policies contain the terms and conditions of the sale of our products. By placing an order with us, you agree that these policies contain the final, complete and exclusive statement of the terms of agreement regarding the purchase of products from or through Big D Floor Covering Supplies, notwithstanding any terms or conditions contained in any prior or subsequent purchase order you use to place an order with Big D Floor Covering Supplies. Changes to this agreement are effective only in writing and signed or initialed by both Customer and Seller. Upon notice to Customer, seller respecting future transactions may change these terms of sale. Clerical and mathematical errors are subjected to correction.