



Florida Tile, Inc. General Terms and Conditions of Sale

1. **Credit Terms.** Net 30 days from date of invoice unless stated otherwise on the invoice. COD Accounts and/or open accounts are subject to Florida Tile Inc., (Seller) approval, which may be revoked at any time.
2. **Open Accounts Past Due Policy.** If an account becomes overdue in any amount, Seller reserves the right to require immediate payment of any amounts outstanding and to pursue collection of the total amount due. If Seller places the account with a third party for collection, the account holder and any guarantor shall be obligated to pay all costs for collection, including reasonable attorney fees for trial, appeal, and bankruptcy proceedings. A fee of \$30.00 dollars will be charged for returned checks. Any balance that is thirty (30) days past due shall accrue interest on the unpaid principal debt at a rate equal to 1.5% per month (18% per annum) unless applicable law limits the interest that may be charged to an amount less than 1.5% per month. In that instance, the interest shall accrue on the unpaid principal debt at the maximum rate allowed by law. Cancellation of the account by either party must be done in writing. Terms of COD and open accounts will be assigned solely at Seller's discretion based on credit objectives, and Seller reserves the right to alter those terms with prior written notification. All sales will be under Seller's terms and conditions, and no purchase order will serve to modify such terms and conditions.
3. **Price.** Buyer shall pay Seller the sum of the invoice total in accordance with the terms indicated in the face of the invoice, subject to Buyer's right of inspection as set forth in Section 5 below.
4. **Special Orders.** In advance 30% non-refundable deposit required.
5. **Shipping.** Seller shall deliver the goods unless otherwise mutually agreed in writing signed by Seller and Buyer. Buyer shall be solely responsible for the expenses associated with shipping unless otherwise agreed to by Seller in writing. The risk of loss from any casualty to the goods, regardless of the cause, shall pass to and be on Buyer upon the delivery of the goods to Buyer's shipper. When practicable, Seller will follow Buyer's requested shipping instructions. If none are requested, Seller will use its discretion in selecting an appropriate transportation method.
6. **Right of Inspection.** Buyer shall have the right to inspect and is expected to inspect the goods on arrival at Buyer's facility. Within 5 days after delivery, Buyer must give notice to Seller of any claim with respect to the condition, quality or grade of the goods or any nonconformance, specifying the basis of the claim in detail. A failure to give such notice signifies that the goods are conforming or that the buyer will take or retain them in spite of their nonconformity. Seller may at its option inspect the goods at Buyer's facilities to determine whether the goods are nonconforming. Failure of Buyer to comply with these conditions within the time set forth herein shall constitute irrevocable acceptance of the goods by Buyer. If the goods do not conform, Buyer's sole remedy and Seller's sole obligation shall be the replacement of the nonconforming goods as provided in Seller's Limited and Product Defect Warranty. Return shipping shall be the responsibility of and paid by Seller.
7. **Warranty; Limitation of Damages.** There are no warranties that extend beyond the description on the face hereof. **THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE EXCLUDED. BUYER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH BY SELLER IS REPLACEMENT OF THE GOODS. THE SPECIFIC TERMS UNDER WHICH GOODS WILL BE REPLACED ARE SET FORTH IN SELLER'S LIMITED AND PRODUCT DEFECT WARRANTY WHICH IS INCORPORATED BY REFERENCE INTO THESE GENERAL TERMS AND CONDITIONS OF SALE. SELLER'S LIMITED AND PRODUCT DEFECT WARRANTY IS POSTED AND AVAILABLE UPON REQUEST IN PRINT FORM IN EACH STORE IN WHICH SELLER'S GOODS ARE SOLD AND IS ALSO POSTED ON SELLER'S WEBSITE AT WWW.FLORIDATILE.COM. BUYER REPRESENTS TO SELLER THAT BUYER IS AWARE OF AND ACCEPTS THE LIMITED AND PRODUCT DEFECT WARRANTY.** In no event shall Seller be liable for any special, indirect, incidental or consequential damages arising out of or connected with the sale of goods to Buyer, regardless whether a claim is based on contract, tort, strict liability or otherwise, nor shall Seller in any instance be liable for damages in excess of the amount of the purchase price of the goods.
8. **Return of Goods.** Returns will be accepted, with prior approval, by Seller for goods that have not been discontinued and are not special order goods only if returned in their unopened original and undamaged packaging within 30 days after delivery and accompanied by the original invoice. A restocking and handling fee of 30% will be charged for all returned goods accepted by Seller.
9. **Transfer of Title.** Title to all goods and right to possession of the same shall remain with Seller until the entire purchase price is fully paid in cash. No check shall constitute payment unless and until it is paid by the bank on which it is drawn when first presented.
10. **Taxes.** Buyer shall pay or reimburse Seller as appropriate for any sales, use, excise or other tax imposed or levied with respect to the payment of the purchase price for the goods or the conveyance of title in the goods to Buyer. In no event shall Buyer be responsible for any tax imposed upon Seller based upon Seller's income or for the privilege of doing business.
11. **Notices to the Seller.** Any notice required to be given to Seller in accordance with these General Terms and Conditions of Sale, shall be in writing and either personally delivered or sent by certified mail, postage prepaid, or by recognized overnight delivery services to Seller at P.O. Box 447, Lakeland, Florida 33802.
12. **Governing Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of State of Florida. The exclusive venue for any and all disputes arising out of or in connection with any transaction between Buyer and Seller shall be brought only in Polk County, Florida.
13. **Final Agreement.** Any and all prior understandings or agreements between Buyer and Seller relating to the transaction to which these General Terms and Conditions of Sale apply are terminated. This document constitutes the entire agreement between the parties and may not be modified or terminated except in writing and signed by an officer of Seller.
14. **Severability.** If any term of the agreement between Buyer and Seller for the purchase and sale of goods, including these General Terms and Conditions of Sale, is held by a court of competent jurisdiction to be invalid or unenforceable, then all of the remaining terms will remain in full force and effect as if such invalid or unenforceable term had never been a part of the agreement.
15. **Enforcement.** If it is necessary for either party to enforce the terms of an agreement between Buyer and Seller for the sale of goods to which these General Terms and Conditions of Sale apply, the prevailing party shall be entitled to recover from the non-prevailing party his or her reasonable costs and expenses, including attorney fees for trial, appeal and bankruptcy proceedings.

Applicant Name: _____ Applicant Signature: _____