

Commercial Order Terms and Warranty

LIMITED WARRANTY AGAINST DEFECTS IN MATERIAL OR WORKMANSHIP

All first quality regular line products are warranted against manufacturing and material defects provided Seller's recommended installation and maintenance instructions are followed.

Seller does not warrant matching of color, shade and mottling but warrants that its merchandise will conform to the contract description and that the merchandise delivered will be of fair average quality within the description; and if purchased by sample, the merchandise shall conform to such sample with only such reasonable variation as is, in the opinion of Seller, acceptable in the trade.

Any patent defect in material will be repaired or, at option of Seller, replaced free of cost if a claim of such defect is brought to the Seller's attention in writing and within 30 days of receipt of material by Customer; and if Seller's examination shows that the product has failed under the terms of this Warranty, the Seller shall not be responsible for installation costs involved in the repair or replacement nor for any incidental or consequential damages arising out of the existence of such defects. Under no circumstances shall Seller's liability exceed the purchase price of the goods that are to be defective.

The flooring products manufactured by Seller are warranted to be free from defects in workmanship or material for a period of 10 years from the date of delivery. The tread products manufactured by Seller are warranted to be free from defects in workmanship or material for a period of 1 year from the date of delivery. For materials not manufactured by Seller, please refer to original manufacturer's warranty.

Tiles and rolled sheets may have slight color variations not detected at the factory. All tiles and rolled sheets must be dry laid and examined under standard lighting conditions for color acceptance before being installed.

This warranty does not include

- a. Dissatisfaction due to installation, improper maintenance, improper underlayments, and irregularities cause by underlayments including by not limited to moisture, alkali or hydrostatic pressure in sub-floor (moisture transmission should not exceed three (3) pounds per thousand square feet per twenty-four hours).
- b. Damage due to accidents or abuse including but not limited to gouges, scuffs, scratches, indentations, cuts or punctures, burns, stains, seating placement and hardware, induced discoloration or discoloration cause by heat, sunlight or ultra-violet light, improper cleaning agents or maintenance methods.
- c. Damage caused by improper storage or handling prior to installation
- d. Damage caused by high heel or spike heel traffic
- e. Material installed with obvious defects or with adhesives other than provided by Seller.

OTHER THAN STATED HEREIN, SELLER MAKES NO WARRANTIES WITH RESPECT TO ITS PRODUCTS, THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

No representative has authority to make any representation, promise or agreement except as stated herein

WITH RESPECT TO 'SECONDS' OR 'OFF GOODS,' SUCH ARE SOLD 'AS IS' AND SELLER MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT THERETO, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

TERMS OF ORDER

1. Delivery:
 - a. All shipments are subject to delay from causes beyond our control and without our fault or negligence including, but not limited to, delays caused by war, fire, flood, strike, accident, acts of God or the public enemy, acts of Government in its sovereign capacity, Government order or requirements, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and any computer or software failures or malfunctions, interruption or shortage of materials or transportation facilities or other cause, similar or otherwise, beyond our control.
 - b. Seller assumes no liability for loss, damage or consequential damage due to delays
 - c. If the delay is caused by the delay or default of a subcontractor, Seller shall not be liable to Buyer in damages
2. Freight can be prepaid and add or collect (subject to credit approval)
3. We wish to advise that all prices are made and orders accepted with the understanding that the material will be invoiced at the prices which may prevail at the time of delivery. Should it become necessary to revise prices upward before shipment of your order can be made, we will extend to our customers the right to cancel if our new prices as revised from time to time, do not prove acceptable.
4. All prices are also subject to increase from time to time to compensate for any tax, excise, or levy imposed upon the goods sold, or upon the manufacture, sale or delivery thereof, or, whenever any tax, excise, levy law, or Government regulation, shall have the effect directly or indirectly of increasing the cost of manufacture, sale or delivery of such goods.
5. Sales/use tax applied, where applicable
6. 30 Days/Net for open accounts unless otherwise specified
7. Custom orders are subject production overruns
8. Accounts not paid within terms are charged a service charge of 1.5% per month plus any and all collection charges incurred thereafter

TITLE OF GOODS

1. F.O.B. Akron, Ohio
2. Orders MUST be inspected immediately upon delivery
3. Report any shortages or other discrepancies to RCA no later than 30 days from the original date of shipment. Failure to do so could forfeit your right to further action and you will be held responsible for the entire invoice amount
4. If you wish to return any material, you must contact RCA for authorization within 30 days of original date of shipment. Failure to do so could forfeit your right to further action and you will be held responsible for the entire invoice amount. A copy of RCA's Conditions of Return are available upon request

Contact The R.C.A. Rubber Company for additional information and general installation recommendations.

This warranty supersedes all previous versions and information written or implied

Effective 09/01/2005

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