

MICHAEL HALEBIAN & CO, INC.
GENERAL TERMS AND CONDITIONS

1. **Applicability; Acceptance; Compliance.** These General Terms and Conditions (“Terms”) apply to all quotations, proposals, orders, and product sales between Michael Halebian & Co, Inc. (“MHCO”) and you, our customer (“Customer” or “You”). Special Orders are subject to a separate Special Order Agreement and require Customer’s signature. Any terms or conditions different from these Terms, including hand-written revisions, are neither effective nor enforceable, and are null and void. You must review Material Safety Data Sheets (MSDS) prior to submitting orders, and installation instructions prior to installation. You are also responsible for compliance with applicable laws and rules for storage, use, handling, installation, or disposal of products.

2. **Delivery; Title.** All direct drop-ship deliveries are FOB/Customer warehouse, and title passes to Customer upon FOB delivery.

3. **Duty to Inspect; Quality Assurance.** Customer should possess necessary expertise in flooring industry standards and practice. Upon delivery, and prior to installation, Customer must conduct thorough product inspection, to determine proper quality, quantity, and that product ordered is product received, and must conduct thorough site inspection to determine satisfactory site conditions (including proper site testing). Customer must promptly rectify unsuitable site conditions and notify MHCO of any defective product or adverse site conditions (ie. moisture or contaminants) (“Adverse Conditions”). Customer’s failure to notify MHCO of product overage or product rejection based on defect within 72 hours of delivery constitutes a waiver of Customer’s claims. *Customer should not install any product that is or may be defective, or commence installation if product is unsuitable for any reason, or, if any Adverse Conditions exist.* Customer must *stop installation* if any of the foregoing conditions are discovered after installation has commenced. In all such circumstances, Customer must notify MHCO’s claims department immediately, to arrange for MHCO’s verification of same, and prompt return of remaining product. Upon authorization of an authorized representative of MHCO (“MHCO Authorization”), Customer shall return defective product to MHCO, at Customer’s expense. MHCO may suspend further deliveries until any Adverse Conditions are corrected. No returns will be accepted after ninety (90) days from the date of delivery without MHCO Authorization. All authorized returns require a “Return Materials Authorization” (RMA) number, and are subject to MHCO’s restock and freight charges.

4. **Limited Liability of MHCO.** MHCO’s obligations are limited to product storage prior to delivery. Product defects or other claims are subject to the applicable manufacturer’s warranty. MHCO is not responsible for Customer’s failure to deliver or comply with installation instructions, or for improper product storage, use, handling, installation, or disposal. All production and delivery dates are based upon manufacturer’s estimates, and beyond MHCO’s control. MHCO is not liable for loss or damage resulting from any such delays. MHCO is not responsible for defective products, Adverse Conditions, for product after delivery (including storage, handling or installation), changes in product design, or, for the consequences of Customer’s use of products in any manner not recommended by manufacturer for use with product (including Customer’s use of adhesives or underlayments). MHCO is not responsible for the finished work in which product is used. MHCO’s liability prior to product delivery is limited to the return of any Customer deposit. After delivery MHCO’s liability is limited to the replacement of defective product. After delivery, Customer’s claims must be made pursuant to the applicable manufacturer’s warranty.

5. **Pricing and Payment Terms.** Prices are subject to change without notice. MHCO’s payment terms are cash or Customer’s good check or credit card. No charge, expense or set-off, incident to any claim is permitted without MHCO Authorization. Customers are not permitted to return product to MHCO without MHCO Authorization, and then, only subject to terms confirmed by MHCO. If MHCO initiates any legal action to collect any overdue payment (such legal action to include demand letters and other legal correspondences prior to filing suit), then Customer is responsible for all MHCO’s collection costs and expenses (including court costs and reasonable attorney’s fees) arising from its efforts to collect any unpaid balances. Interest on unpaid balances shall accrue at the rate of 1.5% per month.

6. **Governing Law.** These Terms are construed and enforced in accordance with the laws of the State of New Jersey and not its laws of conflict. Any judicial action brought to enforce the rights of the parties hereto shall be brought in the Superior Court of New Jersey, Bergen County, Hackensack, NJ, which Court shall have exclusive jurisdiction over the above matter.

7. **Miscellaneous Provisions.** These Terms supersede all prior or current written, oral or implied agreements between Customer and MHCO and may not be changed without MHCO Authorization. MHCO makes no representations, warranties, or covenants other than as set forth in these Terms. If any provision herein is determined by a court of competent jurisdiction to be invalid, the remainder of these Terms shall remain in effect. The prevailing party in any dispute (as determined by the court) shall be entitled to recover reasonable attorneys’ fees and court costs from the non-prevailing party. MHCO’s failure to enforce its rights herein shall not be deemed a waiver of its right to enforce the same or any other provision in the future. All notices pursuant to this Agreement must be in writing, and sent via facsimile, electronic mail, or nationally recognized overnight courier, and all such notices shall not be deemed received without evidence of receipt.