LITITZ FLOORING

LITITZ FLOORING COMPANY IS THE NATIONAL DISTRIBUTOR FOR: AVA by NOVALIS, CAPRI COLLECTIONS, LSI FLOORS

STANDARD OPEN ACCOUNT AGREEMENT

January 2018

As a customer of Lititz Flooring Company and with your signature on our credit application, you are agreeing to pay Lititz Flooring Company in full based on the terms and conditions of our credit agreement with you, which is, unless otherwise specified, net 30 days. In the event you fail to pay invoices within the terms of the credit agreement, and if the same is placed in the hands of a collection agency, you agree to pay all cost of collection **including a one and a half (1.5) percent monthly finance charge**.

Your signature authorizes any person, bank or credit-reporting agency, to furnish Lititz Flooring Company with credit information pertaining to your business, organization, officers, principals, and/or guarantor(s).

Pricing and Packaging: All prices are FOB shipping point. Prices are subject to change without notice.

SALES POLICIES, TERMS & CONDITIONS: As a customer of Lititz Flooring Company, you also agree to the following terms and conditions:

Credit Terms: Standard terms are NET 30. Payment is required within 30 days or a one and a half (1.5) percent monthly finance charge will be applied. All new accounts are considered CIA until the credit application is processed which requires 24 hours. In order to avoid delays in processing orders for first-time customers, please fill out our credit application completely and return it to our Credit Department as soon as possible. Once the credit application is processed you will be informed as to your credit status:

- 1. CIA (Cash in Advance)
- 2. 50% deposit/ Balance before shipping
- 3. Standard terms: Net 30

Purchase Orders: Written purchase orders are required. Name of project and specifier are required on all (non-retail) orders. Any changes on purchase orders must be verified in writing.

Damaged Goods/Shortages: It is strongly suggested that all orders be counted and inspected before they are accepted. Any damages or shortages should be documented on the freight bill. Any claims must be made in writing within 30 days of receipt of product. In accordance with ICC regulations, the consignee is responsible for filing claims with the freight carrier. Contact the carrier immediately to file a claim and schedule an inspection. Remember to keep your original packaging. We also recommend that you take pictures of the damaged goods whenever possible.

Returned Good Policy: Requests for all returns of merchandise must be made to our Customer Service Department. Unauthorized returns will be refused. Sundries are not returnable. Returned material will be assessed a restocking charge and freight must be pre-paid. Returns must be made within 30 days of

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the invoice date. Please contact our Customer Service Department at 800.492.2613 for a Return Material Authorization (RMA). Any and all freight charges will be the responsibility of the customer. Authorized returns must be received in our warehouse within thirty (30) days of the invoice date or they will not be accepted. Items returned without authorization or by collect freight will be refused.

Cancellations: All cancellations must be sent in writing. Custom orders cannot be cancelled once manufacturing has begun. For Capri Collections Re-Tire, once tiles have been cut, cancellations are at the discretion of Lititz Flooring management.

Custom Orders: All custom orders and non-standard items require a non-refundable 50% deposit BEFORE production can begin with balance due prior to shipping. Unless we have made an internal error, custom and non-standard orders cannot be altered or cancelled once the manufacturing process has started.

Sales Tax: For your account to be marked as tax exempt for resale purposes we require a copy of your completed Resale Certificate, without this, the proper sales tax will be applied to your invoice.