

1. Warranty and Workmanship. All labor and materials (“Products”) that Wood Flooring USA Custom Floors & Design provides (collectively the “Work”) will be completed at Buyer’s property (“Property”) in a workmanlike manner according to standard industry practices in New York. Unless otherwise required by law, Wood Flooring USA Custom Floors & Design provides a warranty on all labor related to the Work for a period of one (1) year from the date Wood Flooring USA Custom Floors & Design ceases work on the Property (“Warranty Period”). Any flooring Products installed on the Property that are not manufactured by Wood Flooring USA Custom Floors & Design are covered only by manufacturers’ and/or suppliers’ warranties for those respective Products, if any. Unless otherwise specified, all Products will be standard stock materials and other Products and materials may be substituted for equivalent Products due to availability. Some variation in measurement, color, and texture of Products is acceptable. Wood Flooring USA Custom Floors & Design does not warrant or guarantee any Products or labor that Wood Flooring USA Custom Floors & Design did not originally provide. Wood Flooring USA Custom Floors & Design does not warrant labor and materials related to Buyer-Direct Work and Buyer-Direct Work may void Wood Flooring USA Custom Floors & Design’s warranty. Hardwood flooring is manufactured with natural products and industry standards allow for up to 5% defects. The use of stain, filler, or putty to correct defects during installation is an accepted industry practice. Industry guidelines must be adhered to with respect to handling, acclimation, moisture, humidity, site conditions, sub-flooring, equipment and supplies. Wood is a hygroscopic material and will expand and contract with changing moisture conditions at different times of the year. Minor separation between boards during seasonal changes is normal and acceptable and not covered by this warranty. Wood Flooring USA Custom Floors & Design’s warranty will cover defects in the finish of the flooring resulting in peeling or significant color change that occur within the Warranty Period. Oil based finishes may require special maintenance and re-oiling during certain periods of time (depending on traffic and maintenance) and Buyer is required to perform or hire a professional to perform this maintenance. Failing to do so will void Wood Flooring USA Custom Floors & Design’s warranty. Wood Flooring USA Custom Floors & Design’s warranty does not apply to or cover a) wear & tear; b) damage resulting from the use or application of painter’s tape or similar tape on finished surfaces; c) Products that are not recommended for the specific, use, location traffic, and/or load conditions; d) improper or inadequate maintenance not in accordance with manufacturer specifications and/or failure to follow instructions indicated on the Product packaging; e) unapproved modifications or repairs not specifically recommended by Wood Flooring USA Custom Floors & Design or the manufacturer, including any refurbishment or refinishing of the flooring Product f) accidents, abuse, misuse, force majeure, damage from

heavy furniture, appliances, or equipment used without sufficient protection, impact damage, scars from sharp or pointed objects, cuts, tears, scuffs, scratches, vacuums, burns, water, insects, pets, erosion, spiked heel shoes, pebbles, sand or other abrasives, or other damages caused by negligence or lack of proper preventive care; h) differences i) in shade or color between samples/photographs and the actual installed flooring, ii) from batch to batch, or iii) due to exposure to sunlight; or i) defects and damages caused by man-made or natural disasters including but not limited to leaking or broken plumbing, fire, flood, tornado, or earthquake. Products are intended for indoor applications only. If there is any doubt concerning the grade, finish, color, or overall quality of the Product, Buyer shall contact/notify Wood Flooring USA Custom Floors & Design immediately upon discovery. Products that are already installed (nailed, stapled, or glued) are considered acceptable. Wood Flooring USA Custom Floors & Design will not accept responsibility for flooring that has not been installed according to the stipulations above. Upon Buyer’s request, Wood Flooring USA Custom Floors & Design will provide Buyer with product-specific maintenance recommendations.

2. Custom Order/Product Deposit. Buyer agrees to pay Wood Flooring USA Custom Floors & Design a non-refundable deposit equal to fifty percent (50%) of the total price of any Custom Order/Product. If Buyer fails to make full payment for the Custom Order/Product within ninety (90) days from the balance due invoice date a) the Custom Order/Product Deposit will be forfeited; and b) the Custom Order/Product will be disposed of at the discretion of Wood Flooring USA Custom Floors & Design.

3. Custom Design Service Fee. Buyer agrees to pay Wood Flooring USA Custom Floors & Design a non-refundable custom design service fee equal to \$250.00

4. Underfloor Heating. Wood Flooring USA Custom Floors & Design takes no responsibility for flooring laid over underfloor heating in any of the following cases: a) Underfloor heating exceeds 27°C or 80°F at any time; b) a sharp change of temperature increased or decreased by more than 6°C or 11°F or over a period of 24 hours; c) when underfloor heating is completely switched off for more than two weeks, followed by a sharp increase in temperature; or d) any part of the flooring area is by plastic sheets, membranes, carpets, rugs, or similar items when the underfloor heating is operating.

5. Access to Property. Wood Flooring USA Custom Floors & Design’s price for the Products or Work (“Price”) is based upon completion of the Work during normal working hours and Buyer agrees to provide Wood Flooring USA Custom Floors & Design clear and continuous access to the Property as required for the Work. Buyer will be responsible for Price increases if any failure to provide reasonable access interrupts Wood Flooring USA Custom Floors & Design’s work. Buyer shall furnish electric and other utilities for the

Work at no expense to Wood Flooring USA Custom Floors & Design.

6. Transport of Products. Wood Flooring USA Custom Floors & Design will not load Products into any vehicle it deems unsafe to transport the Products. Buyer accepts complete responsibility for the safe transport of the Products and agrees to hold Wood Flooring USA Custom Floors & Design, its employees and/or agents harmless in the event that any accident, injury, or damages result in transport of the Products subsequent to purchase notwithstanding the fact that Wood Flooring USA Custom Floors & Design, its employees, and/or agents may have assisted in loading, tying down, and/or fastening the Products to Buyer's vehicle.

7. Delivery. Wood Flooring USA Custom Floors & Design will deliver the Product to the Buyer "curbside," unless Wood Flooring USA Custom Floors & Design and Buyer agree otherwise. Buyer agrees that Buyer will have person(s) available to receive, inspect, and accept the Product on behalf of the Buyer at the time of delivery. Wood Flooring USA Custom Floors & Design will physically transfer possession of the Product to the Buyer or the person(s) authorized to accept the Product on behalf of the Buyer. Buyer agrees that it is the Buyer's responsibility to deliver the Product into the interior of the Property. Buyer hereby agrees to waive any claim for damages whatsoever arising out of Wood Flooring USA Custom Floors & Design's delivery of the Product to the Buyer. Buyer agrees to indemnify, defend, and hold harmless Wood Flooring USA Custom Floors & Design from and against any and all claims, liability, damages, injury, loss and suit of every kind and nature arising out of Wood Flooring USA Custom Floors & Design's delivery of the Product to Buyer. Buyer agrees to pay Wood Flooring USA a restocking fee equal to 30% of the price of the Product if Buyer fails to provide or make available adequate assistance for acceptance of the Product.

8. Substantial Completion. Substantial Completion shall be the date on which Wood Flooring USA Custom Floors & Design's Work is substantially finished so that the Work may be used for its intended purpose (as distinguished from the date of Buyer's acceptance thereof), or the date of Wood Flooring USA Custom Floors & Design's last item of work at the Property, whichever is earlier.

9. Delays. Wood Flooring USA Custom Floors & Design shall not be responsible for delay damages arising from stoppage of the Work due to a) Buyer's breach of contract, b) Buyer's failure to provide access to the Property, c) as a result of inclement weather, strikes, fires, accidents, labor shortages, delays in delivery of Products, or d) any causes beyond Wood Flooring USA Custom Floors & Design's reasonable control. Buyer agrees to pay Wood Flooring USA Custom Floors & Design a storage fee of \$50 per week to hold/store Product if Buyer postpones/delays delivery. The Product will be released for shipment to Buyer only when the total balance for the Product is paid in full, including fees.

10. Buyer-Direct Work. Wood Flooring USA Custom Floors & Design is not responsible for timely delivery or performance of any labor or Products for which Buyer is directly responsible ("Buyer-Direct Work"). Buyer shall not give instructions to or directly request any work from Wood Flooring USA Custom Floors & Design's workers. Delays caused by Buyer-Direct Work may result in extra charges beyond the Price which Buyer agrees to pay and for which a Change Order shall be signed, including but not limited to a \$200 per trip service charge.

11. Payments and Collection. Buyer agrees to pay Wood Flooring USA Custom Floors & Design in full for all Work Wood Flooring USA Custom Floors & Design provides to Buyer or to the Property. The terms or any invoice, quote or proposal and these terms and conditions constitute the entire agreement between the parties. Any change or modification must be in a separate writing or change order signed by all parties ("Change Order"). If Buyer gives Wood Flooring USA Custom Floors & Design verbal or e-mail approval to make changes to the Work prior to signing a Change Order, Buyer shall be deemed to have consented to the Change Order and to any Price increase. If Buyer fails to make payment as required by this Agreement, Wood Flooring USA Custom Floors & Design may stop work on forty-eight (48) hours notice. The Price shall be increased by Wood Flooring USA Custom Floors & Design's reasonable costs to stop and/or resume Work, and Buyer agrees to pay any such costs. Buyer agrees to pay a service charge of 6% per annum or the maximum amount permitted by law on all balances (30) days or more past due. Buyer shall also pay for all collection costs, including employee time and expense and all attorneys' fees and costs Wood Flooring USA Custom Floors & Design incurs in collection of and/or protection of its interests in Buyers' past due account or other enforcement of these terms and conditions.

12. Personal Property. Wood Flooring USA Custom Floors & Design shall not be responsible for protection of Buyer's vehicles or other personal property ("Personal Property"). Buyer shall manage and be responsible for protection of Personal Property and Wood Flooring USA Custom Floors & Design shall not be responsible for the theft or disappearance of or damage to Personal Property. Wood Flooring USA Custom Floors & Design shall not be responsible for locking or closing doors or gates.

13. Liquidated Damages. Buyer acknowledges that it would be difficult to determine Wood Flooring USA Custom Floors & Design's precise damages if Buyer breaches this Agreement or if Buyer terminates this agreement without a legal basis. Therefore, in the event Buyer terminates after any applicable cancellation period or otherwise breaches this Agreement, Buyer still agrees to pay Wood Flooring USA Custom Floors & Design: (1) in full on a time and material basis for all services Wood Flooring USA Custom Floors & Design and its subcontractors and material suppliers have provided to Buyer or the Property, and (2) lost profit equal to 25% of the Price, Change Order amounts, and

additional services Wood Flooring USA Custom Floors & Design and its subcontractors and material suppliers have provided to Buyer or to the Property as of the date of such termination or breach, which fee represents the industry standard for reasonable profit and overhead. Buyer agrees that the above described damages are a reasonable estimate of the damages that Wood Flooring USA Custom Floors & Design would incur due to Buyer's breach of the Agreement.

14. Limitation on Claims. Any civil action alleging Wood Flooring USA Custom Floors & Design's breach of this Agreement, negligence, fraud, misrepresentation, or any other claim by Buyer must be initiated no later than one (1) year after Wood Flooring USA Custom Floors & Design ceases work on the Property. Wood Flooring USA Custom Floors & Design shall not be responsible for any damage to the Property related to the weight or delivery of dumpsters, equipment or Products. Buyer agrees that Buyer's maximum claim for damages against Wood Flooring USA Custom Floors & Design, and Wood Flooring USA Custom Floors & Design's maximum liability to Buyer, shall be limited to the amount Buyer has paid to Wood Flooring USA Custom Floors & Design.

15. Returns. Buyer agrees that Buyer or the person(s) authorized to accept the Product on behalf of the Buyer must inspect the Product for proper quantity before signing for the Product. No claims or returns will be accepted unless Buyer provides notice to Wood Flooring USA Custom Floors & Design. No claims or returns will be accepted without Wood Flooring USA Custom Floors & Design's prior authorization. No claims or returns will be accepted once the Product is installed. All claims or returns must be made before installation. Returns of non-faulty Products must be made within seven (7) days of delivery. Returned goods must be in the unopened original packaging and in undamaged condition. All returns of non-faulty Products will be subject to a re-stocking charge of 30% of the Price of the items being returned, plus return shipping charges if applicable. Certain Products shall be deemed non-returnable/non-refundable, including but not limited to: a) liquidation items, b) clearance items; c) adhesive items; d) finish items; and e) moldings.

16. Notice of Right to Cancel/Rescind. In addition to any right otherwise to revoke this offer, Buyer may cancel this home improvement agreement/offer/proposal on or before midnight of the third business day after the day on which the Buyer has signed this agreement/offer/proposal. Cancellation occurs when Buyer provides written notice to Wood Flooring USA Custom Floors & Design indicating the intention of the Buyer not to be bound by the Terms and Conditions of this agreement/offer/proposal. For purposes of this paragraph the term "Buyer" shall mean the Buyer or any representative of the Buyer.

WOOD FLOORING USA CUSTOM FLOORS & DESIGN

By: _____

Title: _____

D a t e : _____

C u s t o m e r : _____

By: _____

T i t l e : _____

Date: _____
