

TERMS AND CONDITIONS OF SALE

1. No shipments will be made to any account, on an open basis, that will cause an account to exceed the established line of credit.
2. A past due amount reflected on the statement means that future shipments will be on a c.o.d. basis (with William M. Bird & Co. retaining the discount to be applied on account) until the account is reopened. This is applicable even if the account is within the confines of the credit limit.
3. Past due invoices are subject to a service charge.
4. That the foregoing statements and accompanying financial statements are correct and were provided to induce William M. Bird & Co. to extend open credit to the person, firm, or corporation applying.
5. Payments will be made in accordance with the terms stated on each invoice.
6. That in the event of non-payment and the institution of legal proceedings, the person, firm or corporation to whom account was extended agrees to bear the expense of all legal proceedings plus a 30% attorney fee.
7. That advance notice will be given to William M. Bird & Co. of any change in the business structure. In other words incorporation, changed ownership, etc. That without such notice the original principals to whom credit was extended will remain liable. Notice to be given by certified or registered letter and acknowledged by return receipt.
8. Credit policies are subject to change at the discretion of the credit department. Upon acceptance of this application, and the issuance of an open line of credit, THE APPLICANT agrees to abide by the credit policies of William M. Bird & Co.
9. That in the event a check is returned William M. Bird & Co., a charge of \$28 will be assessed for each return and cash discounts allowed on said check will be charged back to the account.
10. That in the event William M. Bird & Co. receives two returned checks within a twelve month period, the account will be placed on a cash or certified check basis.
11. That in the event William M. Bird & Co. receives a returned check in the amount of \$100 or less, the account will be placed on a cash or certified check basis.
12. **Azalea Lane Flooring and Palmetto Road Flooring Internet Sales Policy:** These Terms and Conditions of Sale, and any other purchase, promotion, and sale of any Company Products by any Company-authorized Reseller and use by Reseller of the Company Trademarks are subject to the terms and conditions of Company's Trademark Usage & Internet Policy (the "Policy") located on Company's websites. As more fully set forth in the Policy, Reseller is strictly prohibited from selling Company Products via the Internet (i.e. ecommerce sales transactions). Reseller is also strictly prohibited from publishing, posting, displaying, distributing and/or advertising any Company Product pricing information on the Internet to the public. Reseller is also strictly prohibited from advertising on the Internet that a customer may "call for price" or "email for price," or to use similar language, with respect to Company Products. THE PURCHASE OF COMPANY PRODUCTS FROM ANY UNAUTHORIZED RESELLER OR VIA THE INTERNET WILL AUTOMATICALLY VOID ANY PRODUCT MANUFACTURER'S WARRANTY. Sale by Reseller of any Company Products not bearing the manufacturer's warranty will be considered an infringement of the Company Trademarks.

POLICIES AND PROCEDURES**Delivery Policy**

1. **Scheduled Delivery:** A delivery fee will apply on all scheduled deliveries on a TranSouth Logistics truck. A delivery fee or a common carrier charge will be applied depending on the geographic location of the account.
2. **Non-Scheduled Delivery:** If the delivery can be delivered on a TranSouth truck, the normal delivery fee will apply. If the delivery can only be made by a common carrier the account will be invoiced for the common carrier fees plus a handling fee.
3. **Parcel shipment:** Accounts receiving parcel shipments will be charged based on the current year FedEx or UPS rate table.

Return Goods Authorization (RGA) Policy**Return Privilege – Stocking Material**

1. Return Request for damaged material will be accepted within 5 business days of the original delivery.
2. Return request for wrong items shipped will be accepted within 30 business days of the original delivery.
3. Return request for Stocking Items will be accepted within 60 business day of the original delivery @ 20% Restock Charge. (\$60 minimum, \$300 maximum).
4. Return Request for VCT will be accepted within 60 business days of the original delivery @ 8-carton minimum of same serial number and 20% Restock Charge. (\$60 minimum, \$300 maximum)
5. Material that is cut and is not picked up or accepted for delivery will be subject to a 20% Restock Charge.

Return Privilege – Direct Order Material

1. Return Request for Direct Order material is subject to manufacturer's return policy and applicable fees.
2. Return Request for Truck Load/LTL quantities are subject to additional handling and freight fees.
3. Direct Special Order items may be returned at manufacturer's discretion.

Items that are NOT RETURNABLE

1. Any order less than \$60 cannot be returned.
2. Dropped or Discontinued items cannot be returned.
3. NON-Stock items cannot be returned.

Job Site Delivery Policy

William M. Bird & Co. will provide job site delivery within its shipping network. Shipping fees for Job Site Delivery requests will be quoted on a case by case basis.

All Job Site Delivery Requests must meet the following logistical requirements:

1. Within William M. Bird & Co. delivery network
2. Must be to a commercial location
3. Must have a Forklift available and/or enough people to remove the material from the truck.

Out of Delivery Network Shipping Policy

William M. Bird & Co. will provide shipping through TranSouth Logistics on orders within our distribution network. Deliveries made outside of this network will be handled by the customer.

To assist with your out-of-network delivery requests, William M. Bird & Co. will happily stage orders at any of our Will Call facilities for your carrier of choice pick up.

DAMAGED SHIPMENTS

1. The purchaser is responsible for inspection and the quality and quantity of all materials at the time of receipt, prior to releasing it for shipment, delivery, pick-up, installation, etc. This should be done no later than 5 days after receiving materials from any and all sources.
2. All manufacturers' products are carefully inspected before they are packaged. The manufacturer (for direct shipment) and/or William M. Bird & Co. (for non-William Bird truck shipments) are not responsible for damage in shipment. The transportation company assumes responsibility for delivering products to you in good condition when the Bill of Lading is signed: You protect yourself by refusing shipments showing damage or shortage until the transportation company has noted on the delivery sheet the extent of damage or shortage. Concealed damage should be reported to the carrier as soon as discovered, but not later than 5 days after receiving shipment.

CLAIMS

1. **Limitation of Warranties.** William M. Bird & Co., as a wholesale distributor, offers no warranties whatsoever, express or implied, to customers or end users of products sold. **All implied warranties, including any and all warranties of workmanship, merchantability and fitness for a particular purpose, are disclaimed by William M. Bird & Co. and excluded from this agreement.**
2. **Limitation of Remedies.** The liability of William M. Bird & Co. to its customer shall be limited to the obligation to repair or replace products proven to have been defective in quality or workmanship at the time of delivery, or to allow credit therefore, at its option. William M. Bird & Co. shall not have any liability for any damages in connection with products sold hereunder in an amount exceeding their purchase price. **In no event shall seller have any liability for commercial loss, loss of income, claims for labor, or consequential damages of any other type. It is expressly agreed that the remedies expressed in this paragraph are a customer's exclusive remedies.**
3. All claims must be reported to your William M. Bird & Co. Sales Representative.