
INTERFACE, INC. GENERAL TERMS AND CONDITIONS OF SALE

Definitions. “Seller” means Interface, Inc. “Buyer” means the person, firm or company to whom the Purchase Order is issued by Seller. “Products” means materials, supplies, items, equipment, work and/or services covered by the Purchase Order.

Acceptance: Upon Seller’s acceptance of the Purchase Order in writing, the Buyer and Seller expressly acknowledge and agree that the terms and conditions that (a) are set forth in these Terms and Conditions, (b) appear or are specifically referenced in the Purchase Order, and/or (c) are set forth on any other attachments to the Purchase Order and/or these Terms and Conditions shall collectively constitute the sales contract between the parties, all of which are incorporated herein by this reference (collectively, the “Sales Contract”).

Full Agreement: The Sales Contract between Buyer and Seller shall consist of the terms and conditions contained in the Sales Contract together with any revisions or modifications of such terms mutually agreed to in writing by Buyer and Seller. Seller shall not be bound by any additional or different terms not contained in the Sales Contract or otherwise agreed to in writing by Buyer and Seller, including, without limitation, (a) any additional or different terms in the Buyer’s form of purchase order, (b) any other communication from Buyer to Seller, and/or (c) any prior courses of dealing, usages of the trade, and/or verbal agreements.

Modification; Termination: Except as otherwise provided in this Sales Contract, the terms of this Sales Contract cannot be modified, terminated, and/or repudiated, in whole or in part, except as agreed upon by Buyer and Seller in writing. Seller, at its option, may treat any attempted modification, termination, or repudiation by Buyer to which Seller does not assent in writing as a breach of the entire Sales Contract by Buyer and, in such event, Seller shall have all remedies available under the Sales Contract or applicable law. If all or part of the Sales Contract is terminated by a written agreement between Buyer and Seller (“Termination Agreement”), except as otherwise provided in such Termination Agreement, Buyer shall pay termination charges to Seller as follows: (a) the price provided in the Sales Contract for all Products assembled in whole or in part on or before the effective date of the Termination Agreement, (b) the actual expenses incurred by Seller in connection with the uncompleted portion of the terminated order, and/or (c) any reasonable profit estimated by Seller on the uncompleted portion of the order as of the effective date of the Termination Agreement. Notwithstanding anything to the contrary in this Sales Contract, Seller reserves the right to independently increase pricing for Products under the Sales Contract at any time or times if cost of materials for the Seller with respect to such Products increases ten percent (10%) or more prior to the delivery of such Products for reasons beyond Seller’s reasonable control.

Purchase Price and Delivery: The price of Products is set forth in the Sales Contract. Unless otherwise provided in the Sales Contract, Buyer shall pay the purchase price for Products within thirty (30) calendar days from the date of Seller’s shipment of such Products. Terms are FOB-Shipping Point (the Seller’s place of business). Buyer shall pay all shipping costs and bear the risk of loss of any shipment once such shipment leaves the Seller’s place of business.

Sales or Use Taxes: The price for any Product as reflected on the Sales Contract does not include any applicable tax or other governmental charges upon the sale, shipment or use of such Product including, without limit, any sales, use, excise, privilege or similar taxes. To the extent that Seller is required to pay or collect such tax or other charges from the Buyer, Buyer shall pay such tax or other charge to Seller along with the purchase price unless Buyer furnishes any applicable exemption certificates to Seller that are in form and substance acceptable to Seller and the appropriate taxing authority.

Time of Delivery: Buyer acknowledges that any shipment schedules provided by the Seller are approximate and are based on conditions at time of the Seller’s acceptance of this Sales Contract. Seller shall attempt to effect delivery of Products by the date specified for the delivery of such Products in the Sales Contract, but Seller shall not be responsible or liable for delays in or failure to make deliveries as a result of any cause beyond Seller’s reasonable control. In such cases, Seller reserves the right to terminate the order or to reschedule the delivery within a reasonable time. In no event shall Seller be liable for incidental or consequential damages resulting from failure to meet any requested delivery schedules.

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Warranty: Except as otherwise provided in the Sales Contract, Seller warrants that its Products shall be free from defects in material and workmanship for the full warranty period under normal and proper use when correctly installed. Except as otherwise agreed upon by the Seller and Buyer in writing, (a) the warranty period for any load cells is two years from the date of shipment, and (b) the warranty period for any other Products is one year from date to shipment. Buyer shall promptly notify Seller in writing of any malfunction in the Products, which notification shall describe the malfunction in sufficient detail to permit Seller to isolate the malfunction. Upon Seller's receipt of written notification from Buyer, Seller will provide Buyer with instructions on returning the Product under a warranty claim. Upon receipt of any Product returned by Buyer, Seller shall test the Product in order to isolate any malfunctions in the Product. Subject to Section 9 below, if Seller determines that the malfunction is not due to nonconformity with the specifications set forth in the Sales Contract or defects in Seller's workmanship, the Buyer's exclusive remedy and Seller's sole liability under this warranty will be for Seller, at its sole option and expense, to correct or replace the nonconforming or defective Product.

Exclusions from Warranty: Notwithstanding anything to the contrary in Section 8 above, the foregoing warranty shall not apply to the extent that the Seller determines that any nonconformity in a Product is caused by: (a) any modification, repair or alteration of the Product by Buyer or any third party, except as expressly authorized in writing by Seller; (b) a use of the Product contrary to (i) the specifications for the Product as set forth in the Sales Contract, or (ii) the Product's intended use; (c) any failure related to the Product arising out of an incorporation or combination with a component, material or third-party product by Buyer or any third party, except as expressly authorized in writing by Seller; or (d) any misuse, willful misconduct, and/or negligence by Buyer or any third party with respect to the use of such Product. Buyer agrees and acknowledges that Seller has no responsibility, and shall bear no liability, with regard to assuring that the Products are locally compliant in any jurisdiction in which the Products are commercialized or exported, other than the United States of America. Seller makes the warranty set forth in this Sales Contract solely for the benefit of Buyer and no other party. Seller makes no warranties of any kind to any third party. Buyer acknowledges and agrees that Buyer shall be solely responsible for any third party's use of any Product.

Disclaimer: THE WARRANTY SET FORTH IN THIS SALES CONTRACT IS IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS OR OTHER TERMS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TERMS AS TO QUALITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE, WHETHER IMPLIED BY CUSTOM OR PURSUANT TO APPLICABLE LAW.

Limitation of Liability: In no event shall Seller be liable to Buyer or any other party for any indirect, incidental, consequential, special or punitive damages of any kind or nature arising out of relating to this Sales Contract or connected with or resulting from the manufacture, sale, delivery, resales, repair, replacement, or use of any Product, whether such liability is based in contract, tort, negligence, strict liability or otherwise, even if such party had been warned of the possibility of any such damages.

Return Policy: Products that consist of non-standard catalog parts or custom part orders are accepted by Buyer on a non-cancellable/non-returnable policy, except with respect to any warranty claim by Buyer. Subject to Section 13 below, the Seller (in its sole discretion) reserves the right to approve in writing a return of any standard catalog items within thirty (30) calendar days of Buyer's receipt of shipment, provided that (a) Buyer shall pay all shipping costs and shall pay Seller a twenty percent (20%) restocking fee, which amount shall be paid to Seller immediately upon Seller's approval of such return except to the extent Seller, at its option, elects to offset such amount against the purchase price previously paid to Seller by Buyer for such Product, and (b) the Product has not been installed and is returned by Buyer in a like-new resalable condition as determined by Seller in its sole discretion. Any damaged or missing Products in any shipment must be reported by Buyer to Seller in writing within fifteen (15) calendar days of Buyer's receipt of such shipment.

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Return Authorization: A Return Authorization (RMA) executed by Seller, in its sole discretion, is required for all customer returns of any Product under the Sales Contract. Prior to the return of any Product, Buyer shall provide Seller with the following information with respect to such Product: (a) part number, (b) serial number, (c) a technical description of the defect to include test data or written observations of the failure, as well as specific corrective action required, and (d) sales order or purchase number from the initial purchase transaction.

Relationship of Buyer and Seller. The Seller is an independent contractor of Buyer. Nothing contained in this Sales Contract shall be construed as creating any agency, partnership, employment or fiduciary relationship. Neither party shall have authority to bind the other party in any manner whatsoever.

Force Majeure. Neither Buyer or Seller shall be liable to the other for any delay or failure in performing its obligations under the Sales Contract or to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party ("Force Majeure Event"). Force Majeure Events include, without limitation, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, terrorist acts, riots, strike, or embargoes.

Applicable Law; Venue: THIS SALES CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ARIZONA, UNITED STATES OF AMERICA, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF ARIZONA OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF ARIZONA. ANY ACTION BROUGHT TO ENFORCE THIS SALES CONTRACT OR BASED ON ANY MATTER ARISING OUT OF THIS SALES CONTRACT SHALL BE COMMENCED AND MAINTAINED ONLY IN FEDERAL OR STATE COURT IN MARICOPA COUNTY, STATE OF ARIZONA, U.S.A.