

# TRANSITFLOR ORDER TERMS AND WARRANTY

## LIMITED WARRANTY AGAINST DEFECTS IN MATERIAL OR WORKMANSHIP

The center aisle rib and under seat smooth flooring products manufactured by Seller are warranted to be free from defects in workmanship or material for a period of 12 years from the date of delivery. The tread and entrance area products manufactured by Seller are warranted to be free from defects in workmanship or material for a period of 1 year from the date of delivery.

In the event Seller's product should be defective as to workmanship or material contrary to this Warranty, Seller, at its option, shall return to the Buyer either the purchase price of the material or replacement material. Under no circumstance shall Seller's liability exceed the purchase price of the defective goods.

Seller shall not be liable for any damages arising out of any defects in the product except as herein stated, and it shall, in no event, be liable for incidental or consequential damages. Seller does not warrant matching of color, shade and mottling.

## THIS WARRANTY DOES NOT INCLUDE

- A. Dissatisfaction due to installation, improper maintenance, improper underlayments, and irregularities caused by underlayments including but not limited to moisture, alkali or hydrostatic pressure in sub-floor.
- B. Damage due to accidents or abuse including but not limited to gouges, scuffs, scratches, indentations, cuts or punctures, burns, stains, seating placement and hardware, induced discoloration or discoloration caused by heat, sunlight or ultra-violet light, improper cleaning agents or maintenance methods.
- C. Damage caused by improper storage or handling prior to installation.
- D. Damage caused by high heel or spike heel traffic.
- E. Material installed with obvious defects or with adhesives other than provided by Seller.
- F. Product failure due to vehicle design (i.e. entrance and exit areas).

OTHER THAN STATED HEREIN, SELLER MAKES NO WARRANTIES WITH RESPECT TO ITS PRODUCTS, THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representative has authority to make any representation, promise or agreement except as stated herein.

WITH RESPECT TO 'SECONDS' OR 'OFF GOODS,' SUCH ARE SOLD 'AS IS' AND SELLER MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT THERETO, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## TERMS OF ORDER

1. Delivery:
  - A. All shipments are subject to delay from causes beyond our control and without our fault or negligence including, but not limited to, delays caused by war, fire, flood, strike, accident, acts of God or the public enemy, acts of Government in its sovereign capacity, Government order or requirements, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and any computer or software failures or malfunctions, interruption or shortage of materials or transportation facilities or other cause, similar or otherwise, beyond our control.
  - B. Seller assumes no liability for loss, damage or consequential damage due to delays expressed in 'a.' above.
  - C. If the delay is caused by the delay or default of a subcontractor, Seller shall not be liable to Buyer in damages.
2. Freight can be prepaid and add or collect (subject to credit approval).
3. We wish to advise that all prices are made and orders accepted with the understanding that the material will be invoiced at the prices which may prevail at the time of delivery. Should it become necessary to revise prices upward before shipment of your order can be made, we will extend to our customers the right to cancel if our new prices as revised from time to time, do not prove acceptable.
4. All prices are also subject to increase from time to time to compensate for any tax, excise, or levy imposed upon the goods sold, or upon the manufacture, sale or delivery thereof, or, whenever any tax, excise, levy law, or Government regulation, shall have the effect directly or indirectly of increasing the cost of manufacture, sale or delivery of such goods.
5. Sales/use tax applied, where applicable.
6. 30 Days/Net for open accounts unless otherwise specified.
7. Custom orders are subject to production overruns.
8. Accounts not paid within terms are charged a service charge of 1.5% per month plus any and all collection charges incurred thereafter.

## TITLE OF GOODS

1. F.O.B. Akron, Ohio.
2. Orders MUST be inspected immediately upon delivery.
3. Report any shortages or other discrepancies no later than 30 days from the original date of shipment. Failure to do so could forfeit your right to further action and you will be held responsible for the entire invoice amount.
4. If you wish to return any material, you must obtain authorization within 30 days of original date of shipment. Failure to do so could forfeit your right to further action and you will be held responsible for the entire invoice amount. A copy of Conditions of Return is available upon request.

Contact TransitFlor for additional information and general installation recommendations.

This warranty supersedes all previous versions and information written or implied  
Effective 5/1/18  
© TransitFlor