



STANDARD OPEN ACCOUNT AGREEMENT

As a customer of Capri cork and with your signature on our credit application, you are agreeing to pay Capri cork 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 Capri cork with credit information pertaining to your business, organization, officers, principals, and/or guarantor(s).

Guarantee: Capri cork warrants, to the original end user, for a period of five (5) years from the date of shipment that our flooring products are free of defects in material or manufacture. This warranty shall only be available to the original customer who purchased the Capri cork flooring material. **Any claim regarding material defects must be made in writing, within five (5) years of the invoice date. Please see limited warranty form for each product.**

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

SALES POLICIES, TERMS & CONDITIONS: As a customer of Capri cork, 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 credit application is processed. This requires 24 hours and any order which needs to ship before then must be paid by credit card. 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. Application is attached. 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 over 500 sq ft. 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. All returned goods will be assessed a 30% restocking charge and freight must be pre-paid. Returns can be made up to 30 days after the original ship date. Please contact our Customer Service Department at 800-492-2613 for a Return Authorization (RA). 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 original ship date or they will not be accepted. Items returned without authorization or by collect freight will be refused.

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

Custom Orders: All custom orders require a 50% deposit BEFORE production can begin. Unless we have made an internal error, "custom" orders cannot be altered or cancelled once the manufacturing process has started.

Sales Tax: In order that your account is marked as tax exempt for resale purposes, we will need a copy of your Sales Tax certificate otherwise the proper sales tax will be applied to your invoice.