



## Terms & Conditions of Sale



### TERMS AND CONDITIONS

1. **GENERAL.** Inside Edge agrees to provide the products (the "Products") and the installation and other services ordered by Customer (the "Services") in accordance with these Terms and Conditions, which shall be deemed a part of any Purchase Order and shall be incorporated therein by this reference. If Customer has not otherwise agreed to these Terms and Conditions as a part of a Purchase Order, Customer's accepting delivery of the Products or making payment therefor will constitute Customer's acknowledgment of its agreement to these Terms and Conditions. To the extent of any conflict or inconsistency between these Terms and Conditions and the terms and conditions set forth in any Customer purchase order, order confirmation or other document, these Terms and Conditions shall take precedence. If Customer deems any of these Terms and Conditions not to be acceptable, Customer's sole recourse shall be to cancel Customer's order by written notice to Inside Edge within five (5) days of receipt of these Terms and Conditions. Any Purchase Order, these Terms and Conditions, and any attachments hereto shall be collectively referred to herein as the "Agreement."
2. **PAYMENT TERMS.** In consideration of the delivery of the Products and/or performance of the Services, Customer agrees to pay Inside Edge the purchase price as set forth in the Purchase Order. Payment of such purchase price shall be made in U.S. Currency as and when specified in the Purchase Order. If Customer believes that any invoice is incorrect, Customer must notify Inside Edge in writing within twenty (20) days after receipt of the applicable invoice. If Customer does not so notify Inside Edge Customer shall be deemed to have waived the right to further dispute the accuracy of the invoice. If at any time Inside Edge determines that Customer's financial condition or credit rating does not justify a sale on credit, Inside Edge reserves the right to require advance payment, a personal guarantee and/or other security.
3. **LATE PAYMENT.** All payments not made as and when required hereunder shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, whichever is less, commencing on the date that the purchase price payment was due pursuant to the terms of the Purchase Order. Delinquent account balances are subject to placement for collection, and Customer shall pay any reasonable fees and expenses incurred by Inside Edge for such collection activities including attorney's fees. Inside Edge reserves the right to cancel or suspend any outstanding orders upon written notice to Customer in the event of Customer's failure to make timely payment hereunder.
4. **SHIPMENT.** Delivery will be EXW, Life Floor's facility (Incoterms 2010) or other point of origin designated by Inside Edge. Inside Edge shall have the right to determine the method of shipment and routing of the Products, unless otherwise agreed in writing. Inside Edge shall not be liable for damages caused by delays in shipping or delivery for any reason whatsoever. Delay in the delivery of any Products hereunder shall not relieve Customer from the obligation to accept and pay for such Products.
5. **SERVICES.** Inside Edge shall have no obligation to perform any installation or other Services except for those specifically identified on the Purchase Order or otherwise agreed in writing by the parties.
6. **EXPRESS LIMITED WARRANTY.** Inside Edge does NOT warranty the product or adhesive provided by Life Floor. See Manufacturer's warranty. Life Floor® warrants all 3/8" and 3/4" thick Life Floor® tiles to be free of defect in workmanship or materials for a term of five (5) years from the date of delivery of the Products (the "Warranty Period"). Life Floor® warrants all 3/16" thick Life Floor® tile orders for a term of two (2) years from the date of delivery of the Products (the "Warranty Period"). Warranty does not cover color changes of any kind. Life Floor® requires Preferred Installation Partners to warrant all installation services they provide to be free of defects in workmanship and adhesion for a term of two (2) years from the date of completion of the installation of the Products (the "Warranty Period"). Life Floor® requires Certified Installers to warrant all installation services they provide to be free of defects in workmanship and adhesion for a term of one (1) year from the date of completion of the installation of the Products (the "Warranty Period"). If an installation warranty occurs during the Warranty Period it will be the responsibility of the Installer to repair or replace the tiles. Life Floor® does not warranty installation services.  
  
Limitations to the warranty period include areas of extreme traffic, extreme UV exposure, and extreme chemical exposure. Extreme traffic defined by areas with annual traffic of 250,000 users or greater. Extreme UV exposure is defined by more than 90 days of daytime in the "Very High" or "Extreme" category UV index of 10 or higher as defined by the World Health Organization UV index within a 365 day period. If customer purchases a Life Floor product with additional UV additive, then the Extreme UV condition does not apply. Extreme chemical exposure defined as water chemistry used on the product with more than 28 days cumulative time in a 365 day period outside of the "ideal" set in APSP Water Quality Standards.  
  
Life Floor® warrants all Products in areas of extreme traffic, extreme UV exposure, and extreme chemical exposure for a term of two (2) years from the date of delivery of the Products if installed by a Certified or Preferred Installation Partner and one (1) year from the date of delivery of the Products otherwise. Life Floor® does not warranty any purchases if the Customer knowingly purchases factory second (defective) quality material.  
  
The Customer shall notify Life Floor® in writing within thirty (30) days of the discovery of a defect causing the Products to be noncompliant with this express warranty. Any such notice must be received during the Warranty Period in order to be valid. If Life Floor®, after testing (or performing an on-site audit), determines that there is a defect causing the Products to be noncompliant with this express warranty during the Warranty Period, Life Floor®'s sole responsibility under this express warranty shall be either to repair or replace, at Life Floor®'s option and expense, any such defective Product. Life Floor®'s express warranty herein set forth is expressly conditioned upon the proper maintenance, care, and use of the Products. Improper maintenance, care, and/or use of the Products will invalidate the warranty including failure to follow the Life Floor® Recommended Cleaning Process. See Life Floor® owner's manual for further limitations on use.
7. Life Floor's express warranty herein set forth is expressly conditioned upon the proper maintenance, care, and use of the Products. Improper maintenance, care, and/or use (Continued from previous page) of the Products will invalidate the warranty including failure to follow the Life Floor® Recommended Cleaning Process. See Life Floor® owner's manual for further limitations on use.
8. **DISCLAIMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE EXPRESS WARRANTY SET FORTH IN SECTION 7 ABOVE IS THE SOLE WARRANTY WITH REGARD TO THE PRODUCTS AND SERVICES. LIFE FLOOR® EXPRESSLY DISCLAIMS ANY OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO, THEIR QUALITY, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR CUSTOMER.**
9. **LIMITATION OF LIABILITY. IN NO EVENT SHALL INSIDE EDGE BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THE PRODUCTS, THE SERVICES, THE AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, IRRESPECTIVE OF WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT, OR OTHERWISE OR WHETHER INSIDE EDGE HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. INSIDE EDGE LIABILITY TO CUSTOMER UNDER ANY LEGAL THEORY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE APPLICABLE PRODUCTS AND/OR SERVICES SOLD TO CUSTOMER.**
10. **FORCE MAJEURE.** Inside Edge shall not be liable for any delays in delivery, or for non-delivery or nonperformance in whole or in part, caused by the occurrence of any contingency beyond the reasonable control of either Inside Edge or its suppliers including but not limited to one or more of the following causes: non-availability or shortage of materials, fire, destruction of plant, strike, labor disputes, epidemic, flood, delay in transportation, war, insurrection, embargo, acts, or demands or requirements of any governmental body. The existence of any such cause or causes of delay shall extend the time of performance to the extent of the resulting delay.
11. **CANCELLATION, COUNTERMAND AND RETURN OF GOODS.** Orders accepted by Inside Edge cannot be cancelled or countermanded, or shipments deferred, or Product returned, except with the prior written consent of Inside Edge and upon such terms that may be reasonably established by Inside Edge.
12. **INDEMNITY.** Customer will defend, indemnify and hold Inside Edge harmless from and against all damages, losses, claims and expenses, including reasonable attorneys' fees incurred by Inside Edge as a result of any breach by Customer of the Agreement, or any violation by Customer of applicable law.
13. **ASSIGNMENT.** The Agreement may not be assigned or delegated by any party without the prior written consent of the other party. The Agreement may only be amended or modified by a writing duly executed by the parties hereto.
14. **SEVERABILITY, WAIVER, AND SURVIVAL.** In case any provision in or obligation under the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby. The waiver of any provision or condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition. The Agreement constitutes the complete and final integrated agreement between the parties in regard to the specific terms contained herein. All prior negotiations, discussions and representations are merged into the Agreement. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns. The acknowledgments, covenants and obligations of the parties set forth in the Agreement shall survive the expiration or termination of the Agreement, unless inapplicable by their terms.
15. **APPLICABLE LAW.** The Agreement shall be interpreted in accordance with the substantive laws of the State of Minnesota, without giving effect to conflict of laws principles. The parties agree that the exclusive venue for any claims or actions arising under or in relation to the Agreement shall be in Hennepin County, Minnesota, or in United States District Court for the District of Minnesota. The parties hereto consent to the personal jurisdiction of such courts and waive any argument that such a forum is not convenient.