



Gerflor Canada Flooring Inc. - Terms and Conditions

These terms and conditions apply to all goods or services provided by Gerflor (referred to as the "Seller") to the Customer (referred to as the "Client").

The pricing, quantity of goods, and delivery times indicated in the acknowledgment are not binding to Gerflor. However, Gerflor will exert all reasonable efforts to fulfill the stated estimates.

Unless otherwise specified, prices and terms remain firm only during the validity of the Special Pricing Offer for the project indicated therein. All other prices and price lists are subject to change without prior notice. Orders cannot be canceled once materials have been modified from standard conditions. Accessories, such as adhesive, weld rods, paint, primer, and profiles, are considered final sale and are non-returnable once they have left our warehouse. Orders for non-stocked items cannot be canceled or changed once the material has left the central warehouse.

All orders are accepted based on the Terms and Conditions outlined below.

Gerflor requires a signed purchase order before acceptance.

An advance payment may be required for all non-stocked materials. Orders cannot be returned without written approval and a Return Merchandise Authorization (RMA) number. Authorized returns are subject to a 30% restocking fee and other handling charges. The customer bears the responsibility for return freight.

Cancellation of an Order by the Client is acceptable under the condition that any costs, charges, and expenses already incurred, including charges by the list-owner due to expenses, work, or cancellation conditions, will be promptly reimbursed to the Company. Freight charges are the responsibility of the customer for returns other than those related to a 'Claims' issue.

Acceptance

Your Purchase Order may be accepted only on the exact terms and conditions stated in our Terms and Conditions and not on any other terms and conditions.

These terms and conditions take precedence over those of the Seller's proposal and acknowledgment form.

For all purchase orders received by Gerflor, whether via telephone, fax, email, or in writing, the customer acknowledgment received will serve as the official acceptance document of the purchase order. All information (description, prices, etc.) on the acknowledgment will be presumed correct.

This information supersedes any previous written correspondence or telephone conversations. If a discrepancy is found, the Client has 5 days from the acknowledgment date to notify Gerflor employees and/or agents. Upon notification and if a change is necessary, the Customer will receive a corrected acknowledgment from Gerflor.



Payment

Orders become binding upon Gerflor acceptance. The Customer agrees to pay the total purchase price for the products plus shipping (unless shipping is prepaid by the customer), including shipping charges billed to Gerflor when using the customer's carrier account number.

The payment terms are Net 30 with approved credit. The Client must settle all invoices from Gerflor within thirty (30) days of the invoice date unless otherwise agreed upon in writing by Gerflor.

In case of late payment, the Customer agrees to pay interest on all overdue amounts at the lower of one and one-half percent (1.5%) per month, calculated daily and compounded monthly (19.56% per annum), or the highest legally allowed rate.

Accepted payment methods include check, money order, cashier's check, Electronic Funds Transfer (EFT), ACH, or wire transfer. Credit cards are accepted but a 3% convenience fee will apply.

The Customer is responsible for applicable sales, use, goods and services, transaction, excise, or similar taxes, as well as any federal, provincial, or local fees or charges (including environmental fees), associated with any statement of work, products, or services. The Customer must claim any exemption from such taxes, fees, or charges at the time of purchase and provide Gerflor with necessary supporting documentation.

If the Client disputes any amount on the invoice, they must notify Gerflor and/or its agents within ten days of goods delivery. The Client shall pay the Seller the invoice value less the disputed amount in accordance with these payment terms.

Failure to receive payments as described above entitles Gerflor to suspend services until payment is received.

All references to monetary amounts are in the lawful currency of Canada.

In the event of payment default, the Customer will be liable for all collection costs incurred by Gerflor, including court costs, filing fees, and attorney's fees.

Notice

All written notices intended for the Client shall be sent or delivered to the Client's principal place of business and will be considered received upon actual receipt.

Delivery Schedule and Storage Terms

At Gerflor, we strive to ensure the timely availability of all goods as per the delivery date specified by our customers during order placement. Our dedicated customer service department will keep you informed about the best possible availability dates and promptly notify you of any changes that may affect the items on your order. Please note that factors beyond Gerflor's control -determined solely by Gerflor- such as delays in customs clearance, shipping, port strikes, and weather conditions, can potentially impact the communicated arrival times, especially for materials imported from overseas. In such



instances of unforeseen delays, while Gerflor will make every effort to mitigate the effects, we cannot assume responsibility for any failure to meet your requested delivery date.

3-Week Delivery Window:

Upon arrival of your materials at our warehouse, our customer service department will notify you, indicating readiness for either pick-up or shipping. Upon receiving this notification, you agree to take delivery of the goods within a 3-week delivery window. Should the goods remain in storage beyond this period, Gerflor will apply storage charges equivalent to 1.5% of the invoice value for each month or part thereof, up to a maximum of 3 months following the conclusion of the initial 3-week delivery window.

After this 3-month period, Gerflor will proceed to prepare and invoice your order, incorporating any accrued storage charges, for pick-up or delivery to your address or any specified third-party address at your expense. Please note that, at this stage, cancellation of the order is only permissible upon full payment of the invoice value.

Your understanding and cooperation regarding these delivery schedule and storage terms are greatly appreciated. Should you have any questions or require further clarification, please do not hesitate to contact our customer service team.

Loss or Damage to Goods

The Client is responsible for inspecting and determining that delivered products are in good order by signing the Proof of Delivery. The Company will take all reasonable measures to protect against the loss, damage, or destruction of the services or materials supplied to the Client or received from the Client.

Responsibility for Inspection Policy

The Client holds responsibility for inspecting products immediately upon receipt from our delivery partner. It is essential to examine the products for any damage, defect, or variance from your order. Should any issues be identified, please clearly note them on the delivery note/Proof of Delivery and promptly notify us in writing/email. Signing the delivery note/Proof of Delivery without additional remarks confirms that the products are in satisfactory condition and align with your order. Once the receipt confirmation document is signed, any right to claim compensation or request a replacement for product damage, defect, or variance is waived. Hence, it's crucial to sign the receipt confirmation only after a thorough inspection of the products and ensuring satisfaction with them.

Hazardous Materials Policy

Some products we offer may contain or be classified as hazardous materials, like flammable liquids, corrosive substances, or toxic chemicals. These items may be subject to specific transportation and handling regulations. By purchasing any product categorized as a hazardous material, you agree to the following terms:

- Comply with all applicable laws, regulations, and standards in your area regarding the storage, use, and disposal of hazardous materials.



- Take necessary precautions for the safe use of these products, including wearing suitable protective gear, adhering to manufacturer guidelines, and keeping them away from children, pets, and ignition sources.
- Cover any additional fees or surcharges from our transport partner for shipping hazardous materials. Any such charges will be clearly stated on your order confirmation and invoice. Also, provide necessary information or documentation required by our transport partner, such as a Material Safety Data Sheet (MSDS) or a Declaration of Dangerous Goods (DDG) as per Canadian regulations.
- Acknowledge potential delays or limitations in the delivery of hazardous materials due to factors beyond our control, like weather or security issues. Certain hazardous items may not qualify for express or international shipping or may require special packaging or labeling. We will inform you of any such restrictions or requirements before your order placement.

Palletization Policy

Ontario, Quebec, New Brunswick, and Nova Scotia:

We do not palletize rolls in preparation for shipment. Our listed prices and special quotations are based on shipping loose, unpalletized rolls.

Upon customer request and at their expense, orders can be palletized at a rate of \$75 per pallet for a maximum of 9 rolls per pallet. Linoleum and Taralay Comfort allow a maximum of 6 rolls per pallet at the same rate. Pallets are considered one-way, and we do not credit customers for returned pallets.

Western Canada (BC, AB, SK, MB) and Newfoundland/Labrador:

All roll shipments are palletized due to distance and to mitigate transport damage. Palletization is inclusive in our prices.

Minimum Order Quantity

Non-stocking Items (commercial rolls):

For factory orders, the minimum order quantity is half a roll. Our listed prices and special quotations are based on multiples of half or full rolls. Leftover pieces from previous factory orders (e.g. half roll) have a minimum cut service of 12 square yards with an upcharge of \$3 per square yard for these cut pieces.

Stocking Items (commercial rolls):

Any quantity is available, but the minimum cut allowed is 12 square yards, with an upcharge of \$3 per square yard for cut pieces. One cut per color per order is permitted. Multiple cuts per color are not allowed. No cut charges for quantities of over 1 roll per colour.

Shipment from Gerflor USA Warehouse

Orders shipping from Gerflor USA require a prior freight quote, and customers must accept freight costs in writing. Freight costs will be included in the invoice. Shipments from the USA must be directed either to the customer or the Rosedale hub and should not pass through our Dorval warehouse, except with prior approval from Gerflor Canada management.



Direct Shipments

Our prices (as listed or in special quotes) are based on delivery to the customer's closest Rosedale hub. We do not organize deliveries to job sites. However, we can arrange delivery to a customer's company address (not to a job site) at an additional cost. Customers have the option to arrange shipment from their local Rosedale hub to the job site at their own convenience and expense.

Protection of Personal Data

Gerflor is committed to respecting the privacy of any user of its Internet site. Personal data (name, addresses, telephone, email) is collected only after being provided by the user knowingly. This data will be stored temporarily and may be used internally by Gerflor for statistical or marketing purposes. Under no circumstances will the collected data be transferred to third-party organizations or companies.

Employment of Personnel

Subject to prior written consent from Gerflor, the Client shall not attempt to hire any employee directly associated with the delivery of Goods, whether as an employee, agent, partner, or consultant.

Warranty

The Company assures that the Goods will be supplied with reasonable care and skill. Refer to Gerflor's Canadian Commercial and Sports Flooring Warranty.

Limitation of Liability

The Company shall not be liable for claims arising from consequential loss or damage, regardless of cause (including loss of profit or revenue), whether due to negligence or otherwise, related to the supply, functioning, or misuse of the Goods. This limitation does not apply to either party's liability for death or personal injury resulting from its proven negligence or that of its employees or agents. The Client shall fully indemnify the Company against any liability to third parties arising from the Client's negligence or misuse of the Goods.

Governing Laws

These Terms and Conditions of Sale, all dealings between Gerflor and the Purchaser or recipient of goods, and any representatives acting on their behalf, shall be governed by, construed, and enforced according to the laws of Canada and the province or territory relevant to the contract/purchase order.

The parties agree that any litigation related to a contract/purchase order shall exclusively occur in the federal or provincial courts of the relevant province or territory in Canada.

The parties hereby expressly consent to the exclusive jurisdiction of the federal or provincial courts of the relevant province or territory in Canada for any litigation related to this transaction or any other contract/purchase order between the respective parties.