

Contract Terms and Conditions of Sale / Warranty for Interlam Products:

Interlam Corp., a Florida Corporation with its home office at 391 Hickory Street, Mount Airy, NC 27030 ("Seller") and "Buyer" whose name and address appears on the attached quote agree as of the day the deposit is received, as follows:

1. Seller and Buyer agree Seller shall sell to Buyer and Buyer shall purchase from Seller, for the payment of the purchase price set forth in the attached quote the goods listed on the attached quote.
2. Contemporaneously herewith, Buyer agrees to and does pay to Seller a 50% non-refundable deposit with this purchase order and full balance due prior to shipping order. Since all items are custom made to order products, orders cannot be canceled after production begins. Orders canceled prior to production beginning will forfeit the 50% deposit. Finished orders that exceed 1 month without the final balance being paid will be deemed to be abandoned, deposit forfeited and the order destroyed without further notice.
3. If this contract is not executed by Buyer (by way of payment of 50% non-refundable deposit and signed quote) within 30 days of the date of the attached quote hereof, then this contract is a nullity, terminated and void.
4. Buyer and Seller agree that this contract and the rights herein shall not be assigned in whole or in part.
5. No changes or modifications to this contract may be made unless in writing executed by both parties. No oral or extrinsic shall be construed to create any terms of this contract.
6. This contract shall be construed pursuant to the laws of the state of North Carolina.
7. This contract may be executed in counterparts and a facsimile shall be construed to be an original document and signature.

Warranty:

Seller warrants to the original Purchaser only that the products described on the accompanying quote or purchase order ("Products") are free of defects in Workmanship during the Warranty Period set forth below and subject to the exclusions provided herein.

THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL OTHER WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

Buyer hereby waives all statutory warranties and all warranties implied by law in connection with the sale of the products described in the attached quote or purchase order herein, and agrees that the only warranties made by and binding upon Interlam Corp ("Seller") is that Seller warrants its goods for one year (365 days) from date of purchase by Buyer against any defects in workmanship in the goods. (Date of purchase is the date the products of Seller were purchased by Buyer.) Any damages for any defect are limited to repair or replacement of the defective or non-conforming goods and shall be not exceed the original purchase price of the defective or non-conforming product.

Warranty Exclusions:

Seller in no manner warrants the fitness of goods sold under this contract for any particular purpose for which the buyer intends to use them. Seller makes no warranty that goods sold under this contract shall be merchantable. There are no warranties of fitness for a particular purpose that extend beyond the description of decorative panel or if another product described on the face of the quotation. Except as expressly set forth above, all goods sold under this contract are sold "as is" and "with all faults". Buyer assumes all risks associated with the goods and the use thereof. This warranty does not cover damage resulting from normal wear and tear on the product or improper maintenance, installation or specification, accident or abuse or failure of a third-party's product. Also, due to the nature of custom jobs, this limited warranty does not apply to any product that has been designed and manufactured based on custom specifications supplied by a customer or its agents. Variations in dye lots, gauges and textures, which may vary slightly between the samples provided and the Product actually delivered. Scratches and other flaws that may occur during third party fabrication/installation as well as naturally occurring discoloration or variation are not covered. The warranty does not cover damages caused by spills, negligence, misuse, water, sand or other extreme environmental conditions. This warranty does not cover damages arising from the modification of the Products by Purchaser. Custom fabrication provided by Seller is not covered under this warranty for the following: irregularities in gauges, texture, edge finish seaming or surface variation caused by molding or heat draping.