

# Galleher Corp. Business Terms & Conditions

Effective November 16, 2016  
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*This revision is applicable to all product lines sold by Galleher Corp.*

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| <b>Prices:</b>                            | F.O.B. Galleher Warehouse  |
| <b>Payment Terms:</b>                     | Terms vary by product line. Please refer to invoice for specific discounts or call customer service.   |
| <b>CAL Recycle Fee's:</b>                 | <p>Galleher Corp. is committed to strict adherence of environmental stewardship laws and programs pertaining to our industry including Cal Recycle CARE (Carpet America Recovery Effort) and the PaintCare program. The following is a schedule of fees imposed by the provisions of these programs and are subject to change by Cal Recycle.</p> <p>CARE (Carpet):<br/>           \$0.20 p/Sq.Yd. through 2016, \$0.25 p/Sq.Yd Effective January 01, 2017</p> <p>PaintCare (Paints, specific stains, sealers and primers):<br/>           \$0.00 Half pint or smaller<br/>           \$0.35 Larger than half pint to smaller than one gallon<br/>           \$0.75 One Gallon<br/>           \$1.60 Larger than one gallon up to 5 gallons</p> <p>For a full list of items covered under PaintCare visit: <a href="http://www.paintcare.org/california/index.php">http://www.paintcare.org/california/index.php</a></p> |
| <b>Delivery Charges:</b>                  | <p>Standard \$75.00 + 9.50 fuel surcharge minimum to a Job Site address.<br/>           Standard \$60.00 + 9.50 fuel surcharge minimum to a Store Front address.</p> <p>Galleher reserves the right to assess temporary fuel surcharges from time to time depending on the market volatility of fuel prices.</p> <p>Delivery prices differ in Arizona, Nevada and Northern California.<br/>           The charge for deliveries outside the counties of Los Angeles, Orange &amp; San Diego may be slightly higher.<br/>           A minimum \$125 charge will apply for all upstairs deliveries.<br/>           A \$10.00 handling fee will be assessed for all customer transfers to branches.</p>   |
| <b>Special Deliveries:</b>                | <p>Additional charges may be assessed for difficult and time consuming deliveries. It is the desire of Galleher to meet requested delivery schedules, however, Galleher shall not incur any liability, consequential or otherwise, due to any delay or failure to deliver for any reason. Galleher reserves the right to make deliveries in installments. The delivery of part of an order shall not obligate Galleher to make further deliveries. Any additional charges or costs due to refusal of delivery shall be borne by the customer, including, but not limited to, redelivery, storage and restocking charges. Bill of lading or carriers' receipts constitute delivery of merchandise.</p>  |
| <b>Material Return Policy:</b>            | <p><b>All returns must receive authorization.</b><br/>           Approved returns will be assessed a 15% re-stocking fee or a minimum of \$35, whichever is greater.<br/>           No returns on Special Order, Clearance or "as-is" material.<br/>           Only Current Line material may be returned.<br/>           Full unopened cartons or rolls only.<br/>           No returns on broken or damaged cartons.<br/>           No returns on cuts of 20' or less. Approved cuts must be wrapped &amp; rolled up properly, NO CUTS TO THE ORIGINAL PIECE will be accepted.<br/>           Returns must be made within 30 days from date of purchase.</p>   |
| <b>Credit Policy:</b>                     | <p>Galleher Corp. bases all credit and accounting procedures on established policy. This policy is available for review by interested individuals. Overdue accounts may be subject to interest charges on those balances.</p>  |
| <b>Warranty:</b>                          | <p>GALLEHER INC., A DISTRIBUTOR OF FLOORING AND RELATED ACCESSORY PRODUCTS, DOES NOT PROVIDE ANY WARRANTIES, EXPRESSED OR IMPLIED, WITH REGARD TO ANY PRODUCTS WHICH IT DISTRIBUTES. The manufacturers and suppliers of the products we distribute provide their own limited warranties that are generally available to our customers as described above. The limited warranties generally do not cover the following possible problems: Cupping, buckling, shrinking, warping, expansion, slipping, popping, rot, termite or beetle infestation, job site conditions, floor preparation, your handling or storage of these materials, or improper installation beyond the product manufacturer's or distributor's control.</p>  |
| <b>Model Home and Sample Program:</b>     | <p>Individually developed model home and sample programs are available from Galleher Corp., for accounts requiring these services. Please consult your sales representative or our Sales Office for specific information.</p>  |
| <b>Claim Handling Procedures:</b>         | <p>In the event of a possible manufacturer's defect with the product purchased from Galleher, contact Galleher and your sales person with all the required information, including invoice date and number. The utmost effort will be made to resolve the claim as efficiently as possible.</p>   |
| <b>Freight Claim Handling Procedures:</b> | <p>For claims related to freight damage or missing product, contact your Galleher sales person with the required information including; POD (proof of delivery) noting "DAMAGE" on the delivery receipt and amount with pictures. For missing product, include POD with MISSING notations on the delivery receipt. A claim form will be required and provided by your Galleher Sales representative.</p>   |
| <b>Special Order Policy:</b>              | <p>Most special order items may require up to 50% (Non-Refundable) deposit. All special orders require a non-cancelable P.O. All special orders need to be shipped or "will-called" within 30 days after arrival at Galleher. After 30 days the full amount will be invoiced.</p>  |