



4305 A Richmond Avenue  
Houston, Texas 77027  
713.572.1300

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## **PAYMENT TERMS AND CONDITIONS**

Notice to Owner: Unless otherwise provided by applicable law, under Texas Mechanic's Lien Law, any contractor, or other person who help to improve your property and is not paid for his labor, services or material has a right to enforce his claim against your property.

Full payment is due and payable immediately upon completion of installation, unless otherwise stipulated in writing. Any payment provisions should be in the payment schedule. Any sums not paid when due shall accrue interest from date due at the rate of 18% per annum. Most No Interest Finance Programs will accrue interest from purchase date if not paid on time. This interest rate will vary. If payment is not received on a timely basis, Seller has the right to file a lien on the property.

In the event suit is necessary to collect the contract price, or any part thereof, buyer agrees to pay reasonable attorney's fees and court costs.

Title to any and all goods, wares and merchandise remains in the seller's possession until payments are made in full. Buyer, whether one or more, grants to Seller, its successors and assigns, a purchase money security interest in the goods described in the Proposal hereof, together with all equipment, accessories, attachments and other accessories now or hereafter installed affixed thereto and the proceeds of any disposition thereof (hereinafter called indebtedness) and the performance and payment by buyer of all the obligations and agreements hereinafter set forth.

Quotations are good for only 30 days unless otherwise specified in writing. We are not responsible for any carpentry or plumbing work needed to complete this order.

Customer is aware of color variations from dye lot and that job is to be seamed as needed.

Purchaser accepts full liability for all materials delivered to it before installation is completed, and Purchaser will acknowledge liability by signing receipt.

Material ordered specifically for a customer is non-cancelable. In the event of cancellation the full face value of the contract becomes due and payable.

The stated price in the Proposal is based on the quantity of materials set forth herein and on the cost of installation which is based on information concerning the physical conditions of the job site as provided by the purchaser. Any additional cost of labor and/or materials due to circumstances unknown to Seller as of the date of the Contract shall be the responsibility of Purchaser.

We do not guarantee the installation of linoleum or vinyl when laid on concrete floors where moisture condition exists. It is mutually understood and agreed that Seller cannot guarantee to produce a true level surface when installing over a sub-floor. Variations will cause a corresponding variation in the materials installed on it; and that, in particular, wood, marble or ceramic tile, will show a gap or variation in height at the joints. Should Seller's installers find that sub-floor needs special preparation so that the finished

surface will meet reasonable standards, Seller will notify Purchaser of the condition, and before necessary preparation is done by Seller, Purchaser must sign an authorization for the work at and extra cost to Purchaser. If Purchaser shall refuse to so authorize said special preparation, the Purchaser agrees to accept resulting surface with any and all variation.

GUARANTEE: If any defect in material or workmanship occurs within one year from date of substantial completion of work, and is reported to us in writing within that same year, we will either replace or remedy such defects at no costs to the Purchaser, except that this guarantee shall not cover damage due to accidents, misuse, negligence, or other causes not the responsibility, of manufacturer, retailer or installer. No other express or implied warranty or guarantee is given. No other affirmation by the Seller, by words or actions, shall constitute a warranty.

THE SELLER ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR COMPENSATION OF LOST TIME, EARNING, OR DISPLACEMENT.

THE SELLER'S LIABILITY FOR ANY DEFECT WITH RESPECT TO ACCEPTED GOODS SHALL BE LIMITED TO REPAIRING OR REPLACING THE GOODS, AS THE SELLER SHALL ELECT, THE SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES OR ANY BREACH OF WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THIS AGREEMENT CONSITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES AND NO WAIVER OR MODIFICATION OF ANY OF THE TERMS OR CONDITIONS SHALL BE VALID UNLESS WRITTEN UPON OR ATTACHED TO THE CONTRACT AND SIGNED BY THE PARTIES HERETO. All applicable Local, State, City and Federal Taxes must be paid by the buyer(s).